TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 24, SERIES 2016

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE TOWN OF TIMNATH AND LUMEN

WHEREAS, the Town Council of the Town of Timnath ("**Town**") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto is the contract for the services of Lumen to provide installation, training and access to law enforcement information.

WHEREAS, the Town Council is desires to approve Exhibit A attached hereto (the agreement) and finds it to be in the best interest of the Town, its residents, and the general public.
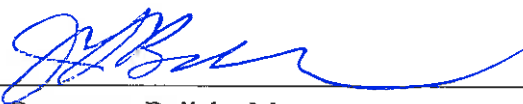
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
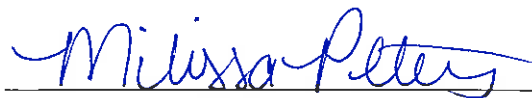The Town Council hereby approves the Agreement.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH ON APRIL 12, 2016.

TOWN OF TIMNATH, COLORADO

_____
Jill Grossman-Belisle, Mayor

ATTEST:

_____
Milissa Peters, CMC
Town Clerk

EXHIBIT A
LICENSING AGREEMENT BETWEEN CISC AND NUMERICA

NUMERICA JOINDER AND PAYMENT AGREEMENT – INITIAL SUBSCRIPTION

This Numerica Joinder and Payment Agreement – Initial Subscription (this "**JOINDER AGREEMENT**") is dated February 1, 2016 (the "**EFFECTIVE DATE**"), and is by and among the Colorado Information Sharing Consortium, a Colorado local government entity formed pursuant to C.R.S § 29-1-203(4) (the "**CISC**"), Numerica Corporation, a Colorado corporation ("**NUMERICA**"), and the Town of Timnath, a Colorado local government (the "**MEMBER**").

The CISC, Numerica, and the Member are sometimes referred to herein as a "**PARTY**" or the "**PARTIES**". Capitalized terms not otherwise defined in this Joinder Agreement shall have the meaning ascribed to them in the License Agreement.

RECITALS

A. The CISC and Numerica entered into an agreement dated on or about April 13, 2015 (the "**LICENSE AGREEMENT**"), which is attached hereto as Exhibit A, under which certain law enforcement entities affiliated with the CISC may license Licensed Products through the CISC.

B. The Member is a signatory to the CISC's founding intergovernmental agreement, is in good standing with the CISC, and is eligible to license the Licensed Products through the CISC.

C. The Member desires to license one or more Licensed Products pursuant to the License Agreement.

AGREEMENT

ACCORDINGLY, the Parties hereby agree as follows:

Article I.   LICENSE AGREEMENT JOINDER

Section 1.01   Incorporation by Reference. Except as may be modified herein, all the terms and conditions of the Joinder Agreement are hereby incorporated by reference into this Joinder Agreement.

Section 1.02   Joinder. The Member shall be considered a Subscribing the Member under the License Agreement and assents to and shall be bound by all the terms and conditions of the License Agreement applicable to Subscribing the Members.

Section 1.03   Conflict Between Agreements. If there is a conflict between this Joinder Agreement and the License Agreement, this Joinder Agreement shall control.

Article II.   NEW SUBSCRIPTION NOTICE

The Member shall complete the new subscription notice (the "**NEW SUBSCRIPTION NOTICE**") attached hereto as Exhibit B and shall deliver it to the CISC and to Numerica. The completed and delivered New Subscription Notice is hereby incorporated by reference. The Member shall ensure that the information contained in the New Subscription Notice is accurate as of the date it is completed by the Member. Numerica shall grant to the Member the license(s) to the Licensed Products selected in the New Subscription Notice pursuant to the License Agreement (as modified by this Joinder Agreement, if applicable).

Article III.   PAYMENT

Pursuant to the License Agreement, as may be modified herein, and depending on the options selected in the New Subscription Notice and any renewal thereto, the Member will incur costs to license the

Licensed Product(s) selected. Numerica will invoice those costs to the CISC. The CISC shall invoice the same amount to the Member. The Member shall pay the CISC the full amount due within 30 days after the date on which the CISC invoices the Member.

Article IV.	RENEWALS

The Parties may renew one or more of the Member's licenses to the Licensed Products by executing a renewal agreement. The renewal agreement may contain terms and conditions identical to this Joinder Agreement or modified in any manner to which the Parties agree.

Article V.	GENERAL

Section 5.01   Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Joinder Agreement and the License Agreement.

Section 5.02   Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Section 5.03   Independent Contractors. The Parties are independent contractors in all matters concerning this Joinder Agreement. Nothing in this Joinder Agreement creates a joint venture, partnership, or employment relationship between the Parties. Neither Party will be liable for the debts, liabilities, or obligations of the other. Neither Party is acting as the agent nor partner of the other and neither Party will hold itself out to the public as either an agent or partner of the other. Neither Party has the authority to bind the other.

Section 5.04   Assignment and Transfer. Neither this Joinder Agreement nor any right or obligation hereunder may be assigned or otherwise transferred (whether voluntarily, by operation of law, or otherwise), without the prior express written consent of the other Party.

Section 5.05   Entire Agreement. This Agreement and the License Agreement state the entire agreement between the Parties with respect to the subject matter of this Joinder Agreement and the License Agreement and supersede and replace all previous discussions, negotiations, and agreements.

Section 5.06   Waiver. The failure of any Party to insist upon the performance of any provision of this Joinder Agreement or to exercise any right or privilege granted to such Party under this Joinder Agreement will not be construed as waiving such provision or any other provision of this Joinder Agreement.

Section 5.07   Severability. If any provision of this Joinder Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Joinder Agreement.

Section 5.08   Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

Section 5.09   Non-Appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and the Member after the current fiscal year are contingent upon funds for this Joinder Agreement or any particular subscription being appropriated, budgeted, and otherwise available. This Agreement or any particular subscription is automatically terminated without any termination fees due or other liability on the first day of January of the first fiscal year for which funds are not appropriated.

[signature page follows]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

COLORADO INFORMATION SHARING CONSORTIUM   **TOWN OF TIMNATH**

By: ....   By: ..... *Justin Beh* ....

    David Shipley, CISC Manager

Name: ... *Jill Grossman-Beliste* ......

Date: ....   Title: ..... *Mayor* ....

Date: ..... *4/12/16* ....

NUMERICA CORPORATION   **APPROVED AS TO LEGAL FORM**

By: ....   By: ....

Name: ....   Name: ....

Title: ....   Title: ....

Date: ....   Date: ....

EXHIBIT A

LICENSE AGREEMENT

EXHIBIT B

NEW SUBSCRIPTION NOTICE

A. Date: February 1, 2016 (effective date) ....

B. Name of the Member: **Town of Timnath**

C. The Member's Contact:

    1. Name: ....

    2. Phone Number: ....

    3. Email Address: ....

    4. Mailing Address: ....

        ....

        ....

D. The Member's current number of employed, authorized, FTE certified peace officers (as defined in C.R.S. § 16-2.5-102):

7 ....

E. The Licensed Product(s) ordered:

Lumen ....

F. Subscription type ordered (see Attachment A to the License Agreement):

Four named users ....

G. Subscription term ordered (see Attachment A to the License Agreement) (the Subscription Period begins when the Member's access to the Licensed Products starts):

1 year ....

H. Installation and configuration options ordered (see Attachment A to the License Agreement):

1 Data Source (Tiburon RMS, provided by LCSO) ....

I.   Paid training options ordered (see Attachment A to the License Agreement):

   None...

J.   Annual Recurring Subscription Costs:

   $805 (assuming 7 certified peace officers) ....

K.   One-Time Installation/Configuration Costs:

   $0 (covered by LCSO install) ....

L.   Training Costs:

   $0 ....

EXHIBIT A

LICENSE AGREEMENT BETWEEN CISC AND NUMERICA

See attached.

AGREEMENT by and BETWEEN
THE COLORADO INFORMATION SHARING CONSORTIUM and
NUMERICA CORPORATION

THIS AGREEMENT is made and entered into as of the date fully executed by and between the Colorado Information Sharing Consortium (the "CISC"), a Colorado local government entity formed pursuant to C.R.S. § 29-1-203(4), and Numerica Corporation ("Numerica"), a corporation formed under the laws of the State of Colorado.

RECITALS

WHEREAS, the CISC was formed to facilitate the sharing of data and intelligence information between Members and other non-party governmental entities and other organizations authorized by the Board of Directors of the CISC; and

WHEREAS, the Members consist of Law Enforcement Agencies and other local government entities from across the state of Colorado; and

WHEREAS, the CISC wishes to enter into a centralized licensing agreement on behalf of the Members wherein Members may elect to utilize Numerica software products pursuant to the terms of this Agreement; and

WHEREAS, Numerica offers certain software products and domain expertise related to law enforcement information analytics and information sharing; and

WHEREAS, it is desirable that Numerica be retained by the CISC for the purpose of licensing and servicing law enforcement information sharing and analytical systems, including all related services, system implementation, data integration, training, updates and maintenance.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties mutually hereby agree as follows:

Article 1 - DEFINITIONS. For purposes of this Agreement, the following terms are defined as follows:

1. "CJIS Security Policy" means the current version Federal Bureau of Investigation Criminal Justice Information Services Security Policy, as may be from time to time amended, in force at the time of this Agreement's Effective Date.

2. "Criminal Justice Information" shall be defined as set forth in the CJIS Security Policy.

3. "Criminal Justice Records" shall be defined as set forth in C.R.S. § 24-72-302(4), as may be amended from time to time. All Law Enforcement Data transmitted between the Parties pursuant to this Agreement constitutes Criminal Justice Records.

4. "Effective Date" shall mean the last date this Agreement was signed by the duly authorized representatives, which shall be the date this Agreement is considered to be in full force and effect.

5. "Documentation" shall mean the technical specification documentation provided to the CISC or a Subscribing Member by Numerica.

6. "Law Enforcement Agency" or "LEA" shall mean any local, state, or federal agency or their respective jurisdictions (*e.g.*, towns, cities, state governments, etc.) charged with enforcement of local, state, and/or federal law.

7. "Law Enforcement Data" includes, but is not necessarily limited to, Criminal Justice Information; Criminal Justice Records; calls for service information; incident data (including original narrative reports); arrest data; license plate reader data, Personally Identifiable Information (defined below), and any other relevant data a Subscribing Member provides under this Agreement.

8. "Licensed Products" are Numerica software products identified in Attachment A.

9. "Lumen" shall mean the collective hardware, software, documentation and applications that is maintained or installed by Numerica and used by Subscribing Members to access, review, and search Law Enforcement Data provided under this Agreement.

10. "Member" shall be an individual Colorado law enforcement agency that has signed the CISC's founding intergovernmental agreement or a joinder agreement thereto.

11. "Member Effective Date" shall mean the date a Subscribing Member's access to a Licensed Product starts.

12. "Member Expiration Date" shall mean the date Subscribing Member's access to a Licensed Product terminates.

13. "Party" shall be an individual reference to the CISC, Numerica, or a Subscribing Member, as applicable.

14. "Parties" shall be a collective reference to the CISC, Numerica, and a Subscribing Member, as applicable.

15. "Personally Identifiable Information" shall be defined as set forth in the CJIS Security Policy.

16. "Proprietary Information" shall mean (a) Licensed Products; (b) Documentation; (c) the organization, structure and restructure, and presentation of data that is produced by the Licensed Products and accessed by Members through the Licensed Products —which shall constitute a copyrightable work of authorship and trade secret of Numerica; and (d) any other business, technical or engineering information provided by Numerica to Subscribing Members, including third-party information, disclosed by Numerica to Subscribing

Members, in any form and marked or otherwise designated as "Proprietary" or in any form and by the nature of its disclosure would be understood by a reasonable person to be confidential and/or proprietary.

17.   "Subscription Period" shall be between the period of time between the Member Effective Date and Member Expiration Date, inclusive.

18.   "Subscribing Member" means a Member who subscribes to one or more Licensed Products under this Agreement.

Article 2 —THE SUBSCRIBING MEMBERS' PROVISION OF DATA. Each Subscribing Member's provision of—and Numerica's access to—each Subscribing Member's Law Enforcement Data is essential to the proper function of the Licensed Products and Numerica's ability to perform under this Agreement. At mutually agreed upon times and in mutually agreed upon formats, each Subscribing Member agrees to provide Numerica, on a continuing basis, with electronic access to Law Enforcement Data in Member's custody or control (including access to that Subscribing Member's databases, networks, and/or other repositories), that it elects to access through Licensed Products, or as is required for proper function of the Licensed Products, during that Subscribing Member's Subscription Period. Each Subscribing Member agrees that Numerica's employees, as authorized by pursuant to Article 4, may work from a location within the Subscribing Member's facilities and may connect to the Subscribing Member's computer networks to the extent necessary to access that Subscribing Member's Law Enforcement Data. All Law Enforcement Data, regardless of where it is located or accessed by Numerica, must be stored securely (in keeping with the highly sensitive nature of the data) pursuant to Article 4.

Article 3 - INSTALLATION. At a time within thirty days of Member Effective Date, and at a time mutually agreeable to the Parties, Numerica personnel shall install and configure all Licensed Products necessary to provide the Subscribing Member with access to and use of Licensed Products pursuant to this Agreement (the "Installation"). In the event the Installation does not occur within thirty days of the Member Effective Date, the Member Expiration Date of this Agreement shall automatically be extended by the number of days between (1) thirty days after the Effective date and (2) the date of the Installation.

Article 4 - PROTECTION OF DATA. The Parties expressly recognize that certain Law Enforcement Data provided by the Parties pursuant to this Agreement is confidential and sensitive. The Parties also agree that security of the Law Enforcement Data is a paramount concern of the Parties. The Parties shall comply with all applicable laws regarding the use, protection, and disclosure of Law Enforcement Data. Accordingly, the Parties shall maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Subscribing Members' Law Enforcement Data linked to Licensed Products, as specified below.

1.   Numerica agrees to access, store, and process Subscribing Members' Law Enforcement Data only in accordance with the CJIS Security Policy, to the extent applicable to Numerica's accessing, storage, and processing of such data. Numerica shall defend and hold harmless the Subscribing Members for any intentional or grossly negligent act of Numerica occurring under this section.

2.   The Parties mutually agree that they will treat all Criminal Justice Records in strict conformance with the provisions of the Colorado Criminal Justice Records Act ("CCJRA") portion (see C.R.S. §§ 24-72-301 through 24-72-309) of the Colorado Open Records Act ("CORA") (see C.R.S. §§ 24-72-200.1 through 24-72-502). The Parties explicitly note, however, that Numerica does not—and will not—qualify as a "custodian" of criminal justice information or records to which Numerica has access under this Agreement under C.R.S. §§ 24-72-202(1.1); 24-72-302(5).

3.   Notwithstanding any other provision in this Agreement, if there occurs any change of law involving the transmission, transcription, and/or use of Criminal Justice Information, Criminal Justice Records, or Personally Identifying Information that results in a material effect on the legitimate expectations of either Party at the time such Party entered into this Agreement, the Parties agree to cooperate in making reasonable revisions to this Agreement to the minimum degree necessary in Agreement to enable this Agreement, as revised, to fulfill to the maximum extent the legitimate expectations of the Parties.

4.   Numerica shall ensure that third-parties to whom Numerica provides access to the Subscribing Members' Law Enforcement Data are bound by the restrictions of this Article 4 by including provisions to that effect in those third-parties' agreements with Numerica for access to and use of the Subscribing Members' Law Enforcement Data through Licensed Products.

5.   Each Subscribing Member agrees to authorize particular Numerica personnel—as identified by Numerica—to access the Subscribing Member's facilities, databases, networks, and/or other repositories to the extent necessary to access the Subscribing Member's Law Enforcement Data and upload such data to Licensed Products or to otherwise perform under this Agreement.

6.   Unless provided otherwise under any follow-on Agreement or extension of or modification to this Agreement, which requires access to the Subscribing Member's Law Enforcement Data, promptly after the expiration of the Subscription Period, Numerica shall remove and destroy all Law Enforcement Data obtained from the Subscribing Member pursuant to this Agreement from Licensed Products and from any other location at which such data has been uploaded or otherwise stored or maintained.

Article 5 - SERVICE SUBSCRIPTIONS. Numerica shall provide Subscribing Members with the use of Licensed Products for the Subscription Period of this Agreement, consistent with the quantity and type of licenses indicated in the New Subscription Notice provided by the CISC Project Manager.

Article 6 - GRANT OF LIMITED LICENSE. Conditioned expressly upon the Subscribing Member's continued and full compliance with all of the terms and conditions of this Agreement, Numerica hereby grants to each Subscribing Member a non-transferable, non-exclusive, limited license(s), without any right to sublicense, during the Subscription Period, to use Licensed Products solely for Subscribing Member's law enforcement and investigation purposes, and only (1) in accordance with the Documentation; and (2) according to the number and type of licenses specified in the Agreement.

Article 7 - OWNERSHIP. Except for the limited license rights expressly provided herein, Numerica retains all rights, title and interest in and to the Proprietary Information and any other related documentation or materials provided by Numerica hereunder (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual or industrial property rights embodied in any of the foregoing). The CISC acknowledges that the Subscribing Members are obtaining only a limited license right to install, execute and use the Licensed Products, notwithstanding any reference to the terms "purchase" herein. The Licensed Products are licensed and not sold, and no ownership rights are being conveyed to Subscribing Members or the CISC under this Agreement.

Article 8 - RESTRICTIONS.

1.   The CISC and the Subscribing Members will not (and will not allow any third party to): (a) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any part of Licensed Products; (b) provide, lease, lend, or otherwise use or allow individuals or entities not a party to this Agreement to access or use any part of Licensed Products for the benefit of any individuals or entities not a party to this Agreement; (c) list or otherwise display or copy any object code of any part of Licensed Products; (d) develop any improvement, modification or derivative work of Licensed Products or include a portion thereof in any other equipment or item; (e) allow the transfer, transmission, export, or re-export of Licensed Products (or any portion thereof) or Numerica technical data whatsoever; or (f) perform benchmark tests without the prior written consent of Numerica (any results of such permitted benchmark testing shall be deemed Proprietary Information of Numerica, as defined below). Notwithstanding these restrictions, nothing shall prevent Member from developing software that interfaces with Numerica's public application programming interfaces (APIs), if any.

2.   Numerica shall have the right to audit the CISC and the Subscribing Members twice per year for compliance with the obligations under Articles 8 and 9 of this Agreement during the Subscription Period and for a period of two years after termination or the Member Expiration Date, during regular business hours, and upon reasonable notice. Numerica may, at its own cost, audit the CISC and the Subscribing Members more than twice per year upon the same terms as provided in to previous sentence. Periodically, Subscribing Member shall—upon Numerica's reasonable request—provide an accurate accounting of the number and type of licenses that the Subscribing Member is currently using. The Subscribing Member shall provide this information in writing within ten (10) business days of Numerica's request.

3.   All the limitations and restrictions on Licensed Products contained in this Agreement also apply to Documentation.

4.   Notwithstanding the foregoing, or any statement to the contrary in this Agreement, a Subscribing Member may provide portions of Licensed Products software that constitute open source software (the "Open Source Software"), in accordance with the notices and open source licenses from communities and third parties that govern the use of those portions. Any licenses granted under this Agreement do not alter any rights and obligations a Subscribing Member may have under such Open Source Software licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement (Articles 16 and 17) will apply to all Open Source Software included in Licensed Products.

Article 9 - CONFIDENTIALITY.

1.   Under any applicable law (e.g., CORA; CCJRA; state/federal trade secrets laws, etc.), the CISC and the Subscribing Members shall treat all Proprietary Information of Numerica as confidential commercial information/data, and shall not use such Proprietary Information except to exercise its rights and perform its obligations herein, and shall not disclose Proprietary Information to any third party other than in good faith disclosures to other governmental law enforcement agencies, or the CISC' or the Subscribing Members' employees, advisors, attorneys, and/or related officials whom are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, CISC and Subscribing Members shall use at least the same degree of care as it uses to prevent the disclosure of its own Proprietary Information of like importance, but in no event less than reasonable care. The CISC Project Manager shall immediately notify Numerica of any actual or suspected misuse or unauthorized disclosure of Numerica's Proprietary Information. Notwithstanding the foregoing, Proprietary Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of the CISC or any Subscribing Member in breach of this Agreement; (b) is known to the CISC or any Subscribing Member at the time of disclosure without an obligation to keep it confidential; (c) becomes rightfully disclosed to the CISC or any Subscribing Member from another source without restriction on disclosure or use; or (d) CISC or any Subscribing Member can document by written evidence that such information is independently developed by the CISC or the Subscribing Member without the use of or any reference or access to Proprietary Information, by persons who did not have access to the relevant Proprietary Information. The CISC and Subscribing Member are responsible for any breaches of this Article 9 by their employees and/or agents. The CISC's and Subscribing Member's obligations with respect to Numerica's Proprietary Information under this Article 9 survives termination or expiration of this Agreement for a period of five (5) years; *provided*, however, that the CISC's and the Subscribing Member's obligations hereunder shall survive and continue in perpetuity after termination or expiration of this Agreement with respect to any Proprietary Information that constitutes a trade secret under applicable law.

2.   Numerica shall treat Subscribing Members' search queries while using the Licensed Products as confidential information and shall not publicly disclose any Member's search queries without the written prior consent of the Subscribing Member responsible for the search query, except for access by the CISC Project Manager as provided in Article 23.

3.   No Party will be in breach of their obligations under this Article 9 to the extent that, based on the advice of counsel, they provide Proprietary Information or search queries under a court order or as required by law. A Party who discloses Proprietary Information or search queries under this paragraph must immediately notify other Party of the court order or legal requirement, must give other Party a reasonable opportunity to contest or limit the required disclosure, and must provide reasonable assistance to the other Party.

Article 10 - PAYMENT AND DELIVERY. In consideration of the license and rights granted to the Subscribing Member pursuant to this Agreement, the CISC shall pay to Numerica such fees as provided for in this Agreement, and any addendums or supplements thereto, as mutually agreed to by the Parties. The CISC shall pay the invoiced amount (in U.S. Dollars) to Numerica within sixty (60) days after the date of issuance of Numerica's invoice. Licensed Products are deemed delivered upon Numerica's initial e-mail communication providing Member with access to the Licensed Products. The timing and amounts of invoices shall be determined as follows:

1. Subscription fees for the portion of the Subscription Period ending on December 31 of the year the installation was completed shall be invoiced once the installation is complete and Licensed Products are delivered.

2. Subscription fees for a portion of the Subscription Period ending after December 31 of the year the installation was completed shall be invoiced no earlier than 30 days before the beginning of the next calendar year after the date of the completed installation.

3. Installation and configuration fees for a new subscription shall be invoiced upon receipt of a New Subscription Notice.

4. Installation and configuration fees for additional data sources to be added to an existing subscription shall be invoiced upon receipt of the New Subscription Notice or order for additional data sources.

5. Fees for other services shall be invoiced in full upon receipt of the order for those services.

6. The subscription fees for a new subscription where the Subscription Period ends in the same calendar year the installation was completed shall be invoiced in the amount of an equivalent One Year subscription rate as delineated in Attachment A, pro-rated to cover the portion of the Subscription Period from the installation date to the end of the current calendar year.

7. The installation fees for a new subscription, or an additional data source for an existing subscription, shall be invoiced in the amount delineated in Attachment A for a One Year subscription.

8. The subscription fees for a new subscription where the Subscription Period ends in a later calendar year than the installation was completed shall be invoiced in the following amounts:

    a. The first subscription invoice shall be in the amount of an equivalent One Year subscription rate as delineated in Attachment A, pro-rated to cover a portion of the Subscription Period from the installation date to the end of that calendar year.

    b. Subsequent subscription invoices shall be in full year increments, each invoice amount being such that the total cost of the subscription (from the date of installation to the end of the calendar year following the date of the invoice) plus installation and configuration costs is equal to the multi-year discounted subscription costs for that same period, plus discounted multi-year installation and configuration costs. The subscription, installation, and configuration prices used for calculating the multi-year discounted cost shall be determined as delineated in Attachment A, using as the contract length the number of whole years from installation date to the end of the calendar year following the date of the invoice.

The CISC may withhold from payment any amounts disputed in good faith, provided that the CISC shall pay any portion of such amount that it does not dispute. The CISC shall provide Numerica with notice of any amounts in dispute prior to the due date of such amounts. Upon resolution of the dispute, the CISC shall pay the amount specified in the resolution of the dispute, if any, within thirty (30) days of the resolution of the dispute.

The CISC's obligation to pay Numerica under this Agreement is expressly contingent upon the CISC receiving the full amount of the fees due from the Subscribing Member. If the Subscribing Member does not pay the CISC, and the CISC does not pay Numerica, Numerica may suspend the Subscribing Member's access to the Licensed Products and take any other action under this Agreement or under law.

Article 11 – PRICING. The price set forth in Attachment A of this Agreement shall constitute the full compensation due to Numerica for providing the software licenses and services ordered by the Members, and no additional compensation will be allowed therefore, unless otherwise provided for in this Agreement. The pricing identified in Attachment A shall be effective for the period stated thereon.

Article 12 – TERM. This Agreement shall be effective on the last date signed by the Parties and continue until terminated according to Article 14.

Article 13 – U.S. GOVERNMENT MATTERS. Licensed Products, Support Services, Training and Professional Services are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software, commercial computer software documentation and commercial services. If Member or end user is a U.S. governmental entity, then Member acknowledges and agrees that (1) use, duplication, reproduction, release, modification, disclosure, or transfer of Licensed Products, the Documentation, and any other related documentation of any kind, including, without limitation, technical data and manuals, will be restricted in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes; (2) Licensed Products was developed fully at private expense prior to performance of this Agreement; and (3) all other use of Licensed Products (except in accordance with the limited license grant provided in this Agreement) is strictly prohibited. If Member is a U.S. nondefense agency, this Agreement shall be incorporated by reference in, and included as an attachment to, the government contract or purchase Agreement, and the clause entitled Commercial Computer Software–Restricted Rights, Federal Acquisition Regulation (FAR) [48 C.F.R.] 52.227-19 shall apply. The Software and Documentation are provided with the Restricted Rights

identified in FAR 52.227-14, subject to the terms and conditions of this Agreement. In the event of any conflict between the Restricted Rights identified in FAR 52.227-14(c)(2) and a provision of this Agreement, the latter shall govern.

Article 14 – SUBSCRIPTION PERIOD, RENEWAL, TERMINATION, AND SURVIVABILITY.

1. The Subscription Period under this Agreement shall begin on the Member Effective Date and remain in effect until midnight on the Member Expiration Date as set forth in the New Subscription Notice, unless otherwise terminated as provided herein.

2. Either party may terminate this Agreement upon 30 days' written notice to the other party, provided there are no active Subscribing Member subscriptions.

3. Termination or expiration does not affect either Party's rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Articles of this Agreement intended to survive termination or expiration of this Agreement, including Articles 4, 6-9, 13, and 17-20, 22, and 24-25, shall so survive.

Article 15 - INDEMNIFICATION.

1. Numerica warrants to the CISC and the Subscribing Members that the Licensed Products do not infringe any third party intellectual property rights. Numerica shall indemnify, defend, and hold harmless the CISC and the Subscribing Members from and against any claim of infringement or violation of any patent, copyright, trademark, or trade secret asserted against the CISC or the Subscribing Members by a third party based upon a Subscribing Member's use of Licensed Products in accordance with the terms of this Agreement, provided that Numerica shall have received from the CISC or the Subscribing Member, as an express condition precedent to the above indemnification: (a) notice of such claim which allows Numerica sufficient time to respond and defend against the claim; and (b) all reasonable necessary cooperation of the CISC and the Subscribing Member.

2. If the Subscribing Members' use of Licensed Products is, or in Numerica's opinion is likely to be, the subject of a claim regarding the type of infringement specified above, or if required by settlement, Numerica may, in its sole discretion: (a) substitute for Licensed Products substantially similar programs and documentation; (b) procure for Member the right to continue using Licensed Products; or (c) if Numerica reasonably determines that options (a) and (b) are commercially impracticable, terminate this Agreement and refund to Member a pro-rated portion of the license fee paid that reflects the remaining portion of the Term at the time of termination.

3. The foregoing indemnification obligation of Numerica shall not apply: (a) if Licensed Products are modified by any party other than Numerica, but only to the extent the alleged infringement would not have occurred but for such modification; (b) if Licensed Products are combined with other non-Numerica products or technology not authorized by Numerica, but only to the extent the alleged infringement would not have occurred but for such combination; (c) to any unauthorized use of Licensed Products; or (d) to any superseded release of Licensed Products if the infringement would have been avoided by the use of a current release of Licensed Products.

4. THIS ARTICLE 15 SETS FORTH NUMERICA'S SOLE LIABILITY AND THE CISC AND SUBSCRIBING MEMBER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

Article 16 - NUMERICA LIMITED WARRANTY AND DISCLAIMER.

1. Numerica warrants that, during the Subscription Period, Licensed Products will substantially conform to Numerica's Documentation regarding the functionality of the version of Licensed Products to which the Documentation pertains. This limited warranty covers only problems reported to Numerica in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the Subscription Period, and *Member's compliance with the other terms and provisions of this Agreement.* In the event of a material failure of Licensed Products to perform substantially in accordance with the relevant Documentation during the Subscription Period ("Defect"), *as the CISC's and Member's sole and exclusive remedy for such failure,* Numerica shall use reasonable efforts to correct the Defect or provide a reasonable means of minimizing the impact of the Defect as soon as reasonably practicable after receipt of Member's written notice as specified above, and in accordance with and subject to the terms and conditions in Attachment B. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of Licensed Products or any modification thereof by any person other than Numerica. If Numerica has not remedied the Defect within thirty (30) days of its receipt of Member's written notice, Member may give Numerica written notice of termination of this Agreement pursuant to Article 14, unless Numerica is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Member's exercise of its right under this Section, Member shall be entitled to receive from Numerica, as its sole and exclusive remedy, a refund of all amounts paid to Numerica under this Agreement as of the effective date of termination.

2. ALL SALES ARE FINAL. NO PURCHASES OF LICENSED PRODUCTS LICENSES OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT ARE REFUNDABLE (except as otherwise provided herein), EXCHANGEABLE OR "OFFSETTABLE," LICENSED PRODUCTS AND ALL SUCH SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND (except as otherwise provided herein), AND NUMERICA AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO LICENSED PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. NUMERICA DOES NOT WARRANT THAT LICENSED PRODUCTS, DOCUMENTATION, TRAINING, OR SERVICES WILL MEET ANY MEMBER REQUIREMENTS WHATSOEVER (EXCEPT AS OUTLINED IN THIS AGREEMENT), OR THAT OPERATION OF LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

Article 17 - LIMITATIONS OF LIABILITY.

1. EXCEPT FOR BODILY INJURY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO PARTY SHALL BE LIABLE TO ANOTHER PARTY OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCT, SERVICE OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE LICENSED PRODUCTS, OR FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS OTHERWISE STATED IN THIS SECTION 2 OF ARTICLE 17, EACH PARTY AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF ANY PARTY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY LICENSED PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE SUMS PAID TO NUMERICA BY THE CISC DURING THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM.

3. THE LIMITATIONS OF THIS ARTICLE 17 SHALL ALSO APPLY WITH RESPECT TO NUMERICA'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15, EXCEPT THAT NUMERICA'S MAXIMUM AGGREGATE LIABILITY FOR ANY AMOUNTS PAYABLE BY NUMERICA UNDER ARTICLE 15 SHALL NOT EXCEED THE AMOUNT THAT NUMERICA'S GENERAL LIABILITY INSURANCE CARRIER COVERS AND PAYS UNDER NUMERICA'S GENERAL LIABILITY INSURANCE POLICY IN EFFECT AT THE TIME OF THE INCIDENT GIVING RISE TO NUMERICA'S OBLIGATION TO INDEMNIFY UNDER ARTICLE 15.

Article 18 - INDEPENDENT CONTRACTOR. The Parties agree that Numerica is an independent contractor for purposes of this Agreement. Neither Numerica, nor any of its authorized agents, shall be construed as employees of the CISC, any Member, or any other public entities or agencies which are affiliated with the CISC in any regard.

Article 19 - NO THIRD PARTY BENEFICIARIES. This Agreement is made solely for the benefit of the Parties, and the Parties expressly agree that nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a Party to this Agreement, including, but not limited to, third-party local, state, or federal law enforcement agencies which may obtain access to the Subscribing Members' Law Enforcement Data or any other data through Licensed Products.

Article 20 - APPLICABLE LAW. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of law thereof.

Article 21 - NOTICE.

1. Any and all notices required under this Agreement shall be in writing and shall be: (a) delivered personally; (b) mailed, postage prepaid, certified mail, return receipt requested; (c) delivered via a nationally recognized overnight courier service; or (d) delivered via electronic transmission with regular mail to follow, addressed to the Party as set forth on the cover page of this Agreement.

2. All notices personally delivered shall be deemed given as of the date of personal delivery. All notices mailed shall be deemed delivered as of two business days after the date postmarked. All notices deemed delivered by overnight courier, shall be deemed delivered as of one business day after date deposited with such service. All notices sent electronically shall be deemed delivered as of the date that the transmission is sent and confirmed as received.

3. All communications shall be addressed to the appropriate Party at the address stated below or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

   (a)   To the CISC: Colorado Information Sharing Consortium
                             C/O Aurora Police Department
                             15001 East Alameda Parkway
                             Aurora, CO 80012

   (b)   To Numerica: 5042 Technology Parkway, Suite 100
                             Fort Collins, Colorado 80528
                             (970) 207-2200 voice
                             (970) 207-2202 fax

Article 22 - EXPORT CONTROL. Licensed Products may be subject to export controls under U.S. and foreign laws and regulations. The CISC and Subscribing Members are solely responsible for ensuring compliance with U.S. and foreign export control laws and regulations. Each Subscribing Member hereby covenants that it will not transfer, export or re-export, directly or indirectly, any Licensed Products to any country outside the United States or to any prohibited person, entity, or end-user as specified by U.S. export controls including, but not limited to, anyone on the United States Treasury Department's list of Specifically Designated Nationals, the U.S. Commerce Department's Denied Persons List, or the U.S. State Department's List of Statutorily Debarred Parties.

Article 23 – CISC PROJECT MANAGER. The CISC agrees to identify a Project Manager as the primary point of contact between Numerica and the CISC concerning Member Agency subscriptions, project management and Numerica's overall performance under this Agreement. In matters concerning the day-to-day implementation and maintenance of products and services provided under this Agreement, Numerica may

communicate directly with Subscribing Member contacts as needed. Numerica will seek the timely Involvement of the CISC Project Manager when events, problems, concerns or requests affecting products and services under this Agreement cannot effectively be addressed at the agency level. Numerica shall permit the CISC Project Manager to access Subscribing Members' search query history and records of the Subscribing Members' use of and transactions In the Licensed Products.

Article 24 - GENERAL PROVISIONS.

1. This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof. Descriptive headings In this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Numerica shall not be liable for any failure or delay caused by events beyond the control of Numerica. The CISC agrees that any breach of this Agreement or the Limited License granted herein may cause Numerica Irreparable Injury for which there will be no adequate remedies at law, and that In such cases Numerica will be entitled to injunctive relief, In addition to other remedies available to it.

2. Unless otherwise provided herein or by law, prices quoted does not Include state sales or use tax.

3. The CISC shall provide Numerica access to the Members for the purpose of communicating about product updates, available training, market research, and other general Information related to the technologies contemplated by this Agreement.

4. Under this Agreement, some of the Members are offered no-cost trial use of Lumen (a Licensed Product) for a six month period after Installation, with such six month period concluding no later than December 31, 2015. The Members who will participate In the trial use are: Commerce City PD, Adams County SO, Westminster PD, Thornton PD, Mesa County SO, Arapahoe County SO, Colorado Springs PD, Grand Junction PD, Fruita PD, and Palisade PD (each a "Test Member"). Installation will be for up to two data sources per Test Member and up to 8 million records per Test Member. If a Test Member elects to continue use of Lumen after the no-cost trial period concludes, the CISC Project Manager shall send Numerica a New Subscription Notice that Indicates a start date coinciding with the end of the no-cost trial as well as the data sources that the Member wishes to continue Into a paid subscription period. For the trial period, the Test Members shall be considered Subscribing Members under this Agreement.

Article 25 - WAIVER AND SEVERABILITY. The waiver of any Party hereto of a breach or default of any of the provisions of this Agreement by another Party shall not be construed as a waiver of any succeeding breach of the same or other provisions of this Agreement, nor shall any delay or omission on the part of any Party hereto to exercise or avail Itself of any right, power, or privilege that it has or may have hereunder, operate as a waiver of any such right, power, or privilege by such Party. If any of the provisions of this Agreement are held for any reason to be Invalid, Illegal, or unenforceable, the enforceability of the remaining provisions shall not be Impaired thereby.

Article 26 – DATA SHARING.

1. **AGREEMENT TO SHARE LAW ENFORCEMENT DATA WITH OTHER LAW ENFORCEMENT AGENCIES.**

    (a) **SHARING DATA.** Subject to the limitations in this Article 26, each Subscribing Member hereby authorizes Numerica to provide—through Its Licensed Products—other Law Enforcement Agencies, regardless of whether Member and non-Member agencies (collectively "Other Agencies"), with access to Member's Law Enforcement Data currently shared with Numerica pursuant to Article 2 of this Agreement.

    (b) **RESERVATION OF RIGHTS TO SHARE DATA.** Each Subscribing Member reserves the right, at its own discretion, to withhold any Law Enforcement Data from Licensed Products. Further, each Subscribing Member reserves the right, at Its own discretion, to withhold any Law Enforcement Data provided to Numerica from access by Other Agencies by designating such data as restricted (Instructions to do so are available from Numerica). Nothing in this Section shall be construed to abrogate or otherwise affect the ability of a Subscribing Member to control the Law Enforcement Data that it has submitted to Numerica for that Subscribing Member's own use through the Licensed Products.

    (c) **RECIPROCITY OF SHARING.** Notwithstanding the foregoing subpart (b), In order to receive meaningful and substantive Law Enforcement Data from Other Agencies, the Law Enforcement Data a Subscribing Member shares under this Agreement shall be similarly meaningful and substantive In amount and in nature to the data received. A Subscribing Member's sharing of data shall not resemble an attempt to obtain data from other Law Enforcement Agencies without making meaningful contributions of Law Enforcement Data to the Law Enforcement Agency user community. Numerica may use Its reasonable discretion In determining what constitutes meaningful and substantive contributions relative to the data received from Other Agencies.

    (d) **TYPES OF DATA.** By sharing Law Enforcement Data with Other Agencies, a Subscribing Member will have access to Law Enforcement Data shared by Other Agencies. A Subscribing Member will only have access to similar types of Law Enforcement Data that the Subscribing Member agreed to share. What constitutes a "similar type" of Law Enforcement Data for purposes of this Attachment shall be determined based upon Numerica's reasonable discretion. A Member who accesses shared Law Enforcement Data may only use the data for law enforcement, prosecution, or public safety purposes In compliance with law.

    (e) **USE BY OTHER AGENCIES.** Numerica will only provide Law Enforcement Data shared by Subscribing Members under this Agreement with Other Agencies pursuant to the terms of an agreement(s) that Is similar to this Agreement, which shall Include provisions that (I) permit Other Agencies to access the Subscribing Members' Law Enforcement Data only where such Other Agency has agreed to share similar types of Its own Law Enforcement Data with Subscribing Members (and Other Agencies who have access to Licensed Products); and (II) substantially provide for the protection of all Law Enforcement Data accessed through Licensed Products as outlined In Article 4 of this Agreement.

(f)   **USE BY NUMERICA.** Numerica may use the mixed Law Enforcement Data stream from sharing Law Enforcement Agencies to develop new Licensed Products and to develop new, additional, and/or improved functions to existing Licensed Products. Such use of the mixed Law Enforcement Data stream shall be solely at Numerica's expense and in strict compliance with all applicable laws and contractual obligations.

2.   **AGREEMENT TO SHARE LAW ENFORCEMENT DATA WITH OTHER AUTHORIZED USERS.** Authorized Users, as that term is used in the CISC Policy #2 on Authorized Users, adopted by the CISC on May 21, 2014 (and as may be amended from time to time), and other governmental entities approved by the CISC, may use Licensed Products under the same terms and conditions applicable to Members under this Agreement. Use by Authorized Users must be consistent with any conditions imposed by the CISC under its Policy #2. A subscribing Authorized User must comply with Section 1 of Article 26 to the extent applicable, except that, if the Authorized User does not have meaningful or substantive data, an Authorized User may nonetheless access Other Agencies' Law Enforcement Data with the approval of the CISC and Numerica. If an Authorized User elects to use Licensed Products under this Agreement, they shall be considered Subscribing Members for purposes of this Agreement.

3.   **USE OF SHARED DATA.** The Parties agree that all provisions of the Agreement that relate to Licensed Products and Subscribing Members' and Authorized Users' access to and use of Law Enforcement Data through Licensed Products (including, but not limited to, those provisions relating to the protection of data, limited licenses, ownership, restrictions, indemnification, warranty, limitation on liability, the lack of third-party beneficiaries, and export controls) apply with equal force to Subscribing Members' and Authorized Users' access to and use of Law Enforcement Data derived from an Other Agency.

Article 27 - STATEMENT CONCERNING USE OF RECORDS FOR PECUNIARY GAIN. In accordance with CRS § 24-72-305.5, Numerica represents and affirms that it shall not use any Law Enforcement Data obtained from the subscribing Members under this Agreement for the direct solicitation of business for pecuniary gain.

Article 28 – NEW SUBSCRIPTION NOTICE. The following process shall be utilized when one of the Members elects to utilized a Licensed Product pursuant to the terms of this Agreement:

1.   The CISC Project Manager shall notify Numerica when one of its Members elects to utilize one of the Licensed Products pursuant to the terms of this Agreement. Such notification shall be sent to orders@numerica.us, with the Member carbon copied on the email, and will include the following information:

   (a)   The name of the Member and its contact information

   (b)   The Member's current number of employed certified peace officers (as defined by CRS § 16-2.5-102).

   (c)   What Licensed Product is being ordered (e.g., Lumen)

   (d)   What subscription type is being ordered (e.g., Enterprise License)

   (e)   What subscription Term is to be utilized (e.g., one year agreement, two year agreement, etc.)

   (f)   What installation options are being ordered (e.g., three data sources)

   (g)   What paid training options are being ordered (e.g., one session of onsite training)

2.   Upon receipt, Numerica will confirm the new order as well as a total invoice cost of the new subscription via email to the CISC Project Manager and the Member who was cc'd on the email.

3.   Numerica will contact the Member agency using the contact information provided and begin the installation process.

4.   Once Numerica has initiated the installation process, Numerica will invoice the CISC for installation costs included in the order.

5.   Numerica will notify the CISC Project Manager once installation is complete.

6.   Once installation is complete, Numerica will invoice the CISC for the subscription fees.

7.   As the Member Expiration Date approaches, Numerica will work with the CISC Project Manager to execute a renewal or process a closeout of the Subscribing Member's subscription if a renewal is not executed.

Article 29 – AGREEMENT BINDING ON SUBSCRIBING MEMBERS. When a Member elects to purchase a Licensed Product under this Agreement, the Member becomes a Subscribing Member under this Agreement, becomes bound by this Agreement, and ascents to all the terms and conditions of this Agreement.

Article 30 – AUTHORIZATION. The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Article 31 – INSURANCE. Numerica shall maintain the following insurance and Numerica shall give the CISC prior written notice at least 30 days before the effective date of any cancellation or material change of the insurance:

1.   A standard Comprehensive or Commercial General Liability (CGL) policy. Such insurance shall include the following coverages: Broad Form Contractual Liability, Broad Form Property Damage Liability, Personal Injury Liability, Advertising Liability, Completed Operations Liability, and Products Hazard Liability. The limits of liability of such insurance shall not be less than $1,000,000 per occurrence.

2.   Workers' Compensation and Employers' liability insurance if required under state law and as prescribed by applicable law.

Article 32 – GOVERNMENTAL TERMS.

1. **Governmental Immunity.** Notwithstanding any term herein to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the CISC or any Subscribing Member, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. (the "CGIA"). Liability for claims for injuries to persons or property arising out of the negligence of the CISC or a Subscribing Member, their departments, institutions, agencies, boards, officials, and employees are controlled and limited by the provisions of the CGIA.

2. **Non-Appropriation.** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and the Subscribing Members as set forth herein after the current fiscal year are contingent upon funds for this specific Agreement or any particular subscription being appropriated, budgeted, and otherwise available. This Agreement or any particular subscription is automatically terminated without any termination fees due or other liability on the first day of January of the first fiscal year for which funds are not appropriated.
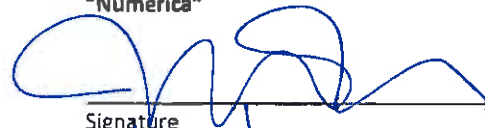
<div align="center">(end of Agreement – signatures next page)</div>

In WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

"CISC"

Signature	04-13-15 Date
TROY Smith Printed Name	CISC Chairman Title

"Numerica"

Signature	4·13·15 Date
JEFF POOLE Printed Name	PRESIDENT. Title

Attachment A
2015 CISC PRICING SHEET

Licensed Products:

Lumen. Lumen is a sophisticated data integration, search and analytics computing platform for use by law enforcement and related agencies in the investigation and analysis of criminal activity. Lumen collects Law Enforcement Data (as defined in this Agreement) and other data from disparate data streams, and allows users to filter and analyze the resulting information in more efficient ways that result in a more useful work product than could be achieved by analyzing the data in its separate states. Lumen allows users to mine, filter, combine, integrate, or otherwise analyzes such data in an effort to gain insights into the relationships and patterns which may not have been previously apparent. This process relies on the use of advanced computing technology utilizing (among other things) innovative algorithms, compressed sensing, and predictive modeling systems.

Lumen Subscription Types:

- *Named User License:* With this subscription, a single named individual can use Lumen from both desktop and mobile clients. Multiple subscriptions of this type may be purchased to allow access for more than one individual. Named user subscriptions can be reassigned monthly, or upon employment termination.
- *Concurrent License:* With this subscription, a single named individual can use Lumen at any one time from both desktop and mobile clients. Multiple individuals can be associated with one concurrent subscription, as long as only one of those individuals uses Lumen at any time. Multiple subscriptions of this type may be purchased to allow access for more than one individual at a time.
- *Enterprise License:* An unlimited number of individuals from a given member agency can use Lumen from both desktop and mobile clients with this subscription. The subscription price of Lumen Enterprise is based on the number of certified peace officers (as defined in CRS § 16-2.5-12) employed by the member. Members operating corrections or detention facilities, such as County Sheriff offices, may elect to use only the non-corrections/non-detention certified peace officers when making this calculation. In the event that the member elects to exclude such employees from the Enterprise License subscription price calculation, any employees of the member working primarily in the corrections or detention functions will not have access to Lumen.

Lumen installation and configuration options:

- A "data source" represents a single source of data such as an RMS, CAD, LPR system, or folder on a network drive. The fees listed cover all necessary labor and hardware to install and configure Lumen for one or more data sources. For members that share systems, such as a county wide CAD system, the costs can be split across all participating agencies.
- The first two data sources configured include support for up to two million records. Each additional data source includes support for up to two million records. The record capacity can be combined across all data sources. If the base data source installation does not provide enough capacity to store all desired records, then additional capacity can be purchased as listed.
  - A record is defined as any of the following: (1) a single row in a relational database, or (2) a single license plate reader image, mug shot image, or document such as RTF, Word, PDF, Excel, or PowerPoint smaller than 1MB in size. High-resolution crime scene photos, video recordings, audio recordings, cell phone forensics, computer forensics, and other digital multimedia are not currently supported by Lumen.
- Data sources can be added at any time during the subscription period. The rates listed on the pricing sheet apply regardless of when the data sources are added.

Lumen Maintenance, support, and training:

- All Lumen subscriptions include hardware, IT administration, and network hosting support for the Lumen service, email and phone support during normal business hours, software maintenance, and online "train the trainer" sessions
- Additional on-site training is available as listed.
- Numerica will host biannual CISC Member advisory panel meetings. These meetings will afford CISC members the opportunity to offer feedback and suggestions to Numerica related to the Lumen service and product.

Attachment A
2015 CISC PRICING SHEET (Pricing effective 1/1/2015 through 12/31/2019)
(continued)

Lumen Price List				
Item	**List Price**	**CISC Pricing**		
		1 Year Contract	*2 Year Contract*	*3+ Year Contract*
***Annual* Recurring Subscription Costs**				
Named User License	$1200	$1170	$1140	$1116
Concurrent License	$6000	$5850	$5700	$5580
Enterprise License	$180 *per sworn officer*	$115 *per sworn officer*	$110 *per sworn officer*	$105 *per sworn officer*
***One-Time* Installation/Configuration Costs**				
First two data sources	$2000	$1900	$1800 *included with Enterprise*	$1700 *included with Enterprise*
Additional data source	$2000	$1900	$1800 *3 included with Enterprise*	$1700 *3 included with Enterprise*
Additional records	$1000 *per 2 million records*	$950 *per 2 million records*	$900 *per 2 million records*	$850 *per 2 million records*
Training				
On-site training (4 hours)	$1500	$1400	$1350	$1275
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year
Support and Maintenance				
Hardware, IT administration, network hosting	Included	Included	Included	Included
9 x 5 email and phone support	Included	included	Included	included
Software maintenance	Included	included	included	Included
CISC advisory panel support	N/A	Included	included	included

Attachment B

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STANDARD SUPPORT SERVICES TERMS AND CONDITIONS

1. **BACKGROUND AND PURPOSE.** The Subscribing Member is entering into the Order for access to and use of Licensed Products, which allow users to filter and analyze various types of Law Enforcement Data. Subscribing Member may from time to time require support for the proper use of Licensed Products, or may have need to report possible Defects in the software. This attachment describes the terms and conditions of the standard support and services that Numerica will make available to Subscribing Members.

2. **SUPPORT TERMS AND CONDITIONS.**

    (a)   Subscribing Members may obtain Licensed Product support by submitting a "support request."

    (b)   For any Lumen support request, Subscribing Members must make use of the Numerica support email address, or the Numerica support phone number as provided in the Documentation.

Numerica shall respond to Subscribing Member support requests no later than the next business day after receipt of the request. A "business day" is any day Monday through Friday with the exception of Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and New Year's Day. If a holiday falls on a Saturday, the prior Friday will be recognized as a non-business day for the purposes of the terms and conditions. If a holiday falls on a Sunday, the following Monday will be recognized as a non-business day for the purpose of the terms and conditions.