

EXHIBIT C

STATEMENT OF WORK 03 LUMEN CLIENT SOFTWARE SERVICE

1. Definitions. In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

a. “Lumen Client Software Service” means the hardware, software, applications, and associated documentation that is maintained or installed by Numerica and used by Member Agencies pursuant to this SOW 03 to access, review, search, and analyze Member Agencies’ Data, Law Enforcement Data from Non-Member Agencies which is accessible through the Lumen Client Software, and certain other data and information which does not constitute Law Enforcement Data.

b. “Law Enforcement Data” includes the following types of data: (i) criminal justice information, as defined in the CJIS Security Policy; (ii) criminal justice records, as defined in C.R.S. § 24-72-302(4); (iii) information relating to calls for service; (iv) incident data, including original narrative reports; (v) arrest data; (vi) license plate reader data; and (vii) personally identifiable information, as defined in the CJIS Security Policy. The vast majority of the Data in the Data Warehouse constitutes Law Enforcement Data.

c. “Lumen Subscription Guide” means the document attached hereto as Attachment C-1 which states the available Subscription Periods, Subscription Licenses, and associated pricing for the Lumen Client Software Service.

d. “Subscription License” means the various types of subscriptions to the Lumen Client Software Service offered by Numerica, as further described herein.

e. “Subscription Notice” is defined in Section 4.a.

f. “Subscription Period” means either (i) the period during which an Eligible Member Agency is entitled to a limited number of Subscription Licenses under Section 3 of this SOW 03 or (ii) the period specified in a proper Subscription Notice.

2. Provision of Lumen Client Software Services.

a. Subject to this SOW 03 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

b. Subject to this SOW 03 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, non-sublicenseable, limited right and license to use the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

c. A Member Agency may only use the Lumen Client Software Service (i) for its own law enforcement and investigative purposes, (ii) in accordance with the applicable documentation, and (iii) in accordance with the number and type of Subscription Licenses specified.

3. Entitlement to Lumen Client Software Service with Data Warehouse Service. Upon joining this Agreement, any Member Agency who receives the Data Warehouse Service pursuant to SOW 02 and is current with any Project Fees due thereunder (an “Eligible Member Agency”) is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as described in this Section 3 and consistent with this SOW 03. Except for the fact that there is no cost to the Member Agency for use of the Lumen Client Software under this Section 3, a Member Agency’s use of the Lumen Client Software shall otherwise conform to this SOW 03.

a. **Fewer than 58 FTE Officers.** If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Analyst Subscription License.

b. **More than 58 FTE Officers.** If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be an Analyst Subscription License.

4. Election to Receive Additional Lumen Client Software Service. In addition to the Subscription License entitlements under Section 3, an Eligible Member Agency may elect to receive additional Subscription Licenses consistent with this Section 4. Any Subscription Licenses under this Section 4 shall be in addition to the Subscription License entitlement under Section 3. All Subscription Licenses under this Section 4 shall begin when the Lumen Client Software Service is accepted by the Member Agency.

a. **Member Agencies Not Currently Using Lumen.** An Eligible Member Agency who has not joined the Lumen Agreement may elect to receive additional Lumen Client Software Service from Numerica consistent with this SOW 03 by submitting to Numerica a signed written notice substantially in the form attached hereto as Attachment C-2 indicating the number and type of Subscription Licenses desired (a “Subscription Notice”).

b. **Member Agencies Currently Using Lumen.** An Eligible Member Agency who has joined the Lumen Agreement may terminate its joinder to the Lumen Agreement and receive the Lumen Client Software Service under this SOW 03 by submitting a Subscription Notice to Numerica. If the number and type of Subscription Licenses are unchanged from what the Member Agency received under the Lumen Agreement, the Project Fee shall be the lower of (i) the fees due under the Lumen Agreement and (ii) the fees due under this SOW 03. This Section 4.b shall also apply to Eligible Member Agencies who are using the Lumen Client Software Service pursuant to an agreement directly with Numerica.

5. Installation and Acceptance.

a. Within a reasonable amount of time after the Data Warehouse Service is provided to the Member Agencies under SOW 02 or a Member Agency submits a proper Subscription Notice, Numerica shall, as appropriate, install, configure, and grant access to all software and applications provided by Numerica which are necessary to provide the Member Agencies with the Lumen Client Software Service consistent with the applicable Subscription Licenses.

b. Numerica shall provide a checklist consistent with the documentation available for the Lumen Client Software Service for the testing and acceptance of the Lumen Client Software Service (the "Lumen Checklist"). Once the Member Agency has access to the Lumen Client Software Service, Numerica will present the Member Agency with the Lumen Checklist. For 10 days after the date on which the Member Agency received the Lumen Checklist, the Member Agency may reject the Lumen Client Software Service by notifying Numerica in writing of the reasons why the Lumen Client Software Service did not conform to the Lumen Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Lumen Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Lumen Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the Lumen Client Software Service or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted the Lumen Client Software Service.

6. Reciprocal Data Sharing with Non-Member Agencies.

a. The Data Access Rules specified in Section 7 of SOW 01 permits Numerica to share each Member Agency's Data through the Lumen Client Software Service with other Member Agencies and, by default and with some restrictions, with Non-Member Agencies. A Member Agency may restrict the sharing of Data with Non-Member Agencies by implementing additional Data Access Rules. Section 7 of SOW 01 also requires Numerica to ensure that each Non-Member Agency who accesses Data comply with the CJISC Security Policy and applicable law.

b. If a Member Agency elects to use the Lumen Client Software Service under this SOW 03, then that Member Agency will have access to Law Enforcement Data from Non-Member Agencies only to the extent that the Member Agency elects to share its Data with Non-Member Agencies through the Lumen Client Software Service. This reciprocal sharing principle applies to Non-Member Agencies who use the Lumen Client Software Service: Numerica shall limit a Non-Member Agency's access to the Member Agencies' Data to the extent that the Non-Member Agency shares its Law Enforcement Data with other users of the Lumen Client Software Service (including the Member Agencies who use the Lumen Client Software Service). Numerica may use its reasonable discretion to restrict types of Data and Law Enforcement Data from being shared if a Member Agency or Non-Member Agency violates this reciprocal sharing principle.

7. Treatment of Law Enforcement Data from Non-Member Agencies. Each Member Agency who receives Law Enforcement Data from Non-Member Agencies through the Lumen Client Software Service shall treat all shared Law Enforcement Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

8. Maintenance of Lumen Client Software Service. Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Lumen Client Software Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Lumen Client Software Service to Member Agencies, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Lumen Client Software Service over the internet as applicable. All or any portion of the Lumen Client Software Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Lumen Client Software Service disruptions.

9. Software Error Reporting and Resolution.

a. Reporting Errors to Numerica. If a Member Agency experiences an Error with the Lumen Client Software Service, the Member Agency may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

b. Error Severity Levels. Numerica shall assign each Error with a “Severity Level” for tracking and response purposes. Severity Levels are described on Attachment C-3. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 will not constitute an Error.

c. Error Resolution. Numerica shall work to resolve the Error according Attachment C-4. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

d. List of Error. On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. Effective Date; Termination. This SOW 03 shall become effective when SOW 02 becomes effective. Unless terminated sooner or otherwise agreed to by the Parties, this SOW 03 shall terminate if SOW 02 terminates. SOW 02 may remain in effect after this SOW 03 is terminated. If a Member Agency no longer receives Data Warehouse Service pursuant to SOW 02, the Member Agency will not be considered an Eligible Member Agency and may not receive Lumen Client Software Service under this SOW 3.

11. Use of Data and Law Enforcement Data by Numerica. Numerica may use Data shared through the Lumen Client Software Service (including when mixed with Law Enforcement Data from Non-Member Agencies) to develop new, additional, or improved services or features. Such use shall be solely at Numerica's expense and shall comply with the CJIS Security Policy, applicable law, and all of Numerica's contractual obligations. Any new, additional, or improved services or features, including all Intellectual Property rights therein, shall belong to Numerica.

12. Project Fee.

a. The Project Fee for each Member Agency's addition Subscription Licenses pursuant to Section 4 shall be calculated pursuant to the pricing set forth on the Lumen Subscription Guide and the number and type of Subscription Licenses identified in the Subscription Notice. The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2020, and thereafter only by the written agreement of the Parties.

b. If a Member Agency selects the Enterprise Subscription License, (i) then the number of FTE certified peace officers indicated in the Subscription notice shall be updated annually based on the information provided to Numerica under Section 14.b of SOW 02 and (ii) the Project Fee shall be decreased by an amount equal to \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency.

c. There are no Project Fees for installation or setup of the Lumen Client Software Service because those fees are covered by the Project Fees due for the Data Warehouse and the Data Warehouse Service under SOW 01 and SOW 02.

13. Payment Terms.

a. Unless the Subscription Notice contains different payments terms (which are only binding on the CISC and Numerica if they both sign the Subscription Notice), Numerica shall submit invoices for the Project Fees to the CISC.

b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies. The CISC shall remit the fees collected from the Member Agencies toward each invoice. The CISC shall pay proper invoices within 60 days of the CISC's receipt of the same.

c. Timing of Invoices.

i. Project Fees for the portion of the Subscription Period between Installation and December 31 of the year of Installation shall be invoiced after the Lumen Client Software Service is accepted pursuant to this SOW 03.

ii. For each additional calendar year, or portion of a calendar year, Numerica may submit an invoice on or after January 1.

[end]

ATTACHMENT C-1
LUMEN SUBSCRIPTION GUIDE

	Dashboard	Investigative	Analyst	Admin
Create standard queries (i.e., no free form text, limited to own agency)	✓	✓	✓	
Save queries to dashboard	✓	✓	✓	
Create standard query-based analytics	✓	✓	✓	
Save analytics to dashboard	✓	✓	✓	
Create deep text queries (i.e., unstructured text)		✓	✓	
Share saved queries to other investigator and analyst dashboards		✓	✓	
Multi-agency queries		✓	✓	
Create link charts		✓	✓	
Share link charts to other users' dashboards			✓	
Share saved queries to all users' dashboards			✓	
Share saved analytics to other users' dashboards			✓	
Export results to file			✓	
Multi-agency analytics			✓	
Manage user accounts (no cost)				✓

*Exhibit C | SOW 03 | Lumen Client Software Service
Services Agreement for a Law Enforcement Data Warehouse*

Lumen Price List				
Subscription License	List Price (each)	Subscription Cost and Subscription Periods		
		1 Year Contract	2 Year Contract	3+ Year Contract
Annual Recurring Subscription Costs				
Analyst License	\$1200 qty 1-2	\$1170 qty 1-2	\$1140 qty 1-2	\$1110 qty 1-2
	\$1000 qty 3-5	\$975 qty 3-5	\$950 qty 3-5	\$925 qty 3-5
	\$900 qty 6+	\$878 qty 6+	\$855 qty 6+	\$832 qty 6+
Investigative License	\$600 qty 1-6	\$585 qty 1-6	\$570 qty 1-6	\$555 qty 1-6
	\$480 qty 7-20	\$468 qty 7-20	\$456 qty 7-20	\$444 qty 7-20
	\$360 qty 21+	\$351 qty 21+	\$342 qty 21+	\$333 qty 21+
Dashboard License	\$60 qty 10-20	\$59 qty 10-20	\$57 qty 10-20	\$56 qty 10-20
	\$48 qty 21-50	\$46 qty 21-50	\$44 qty 21-50	\$42 qty 21-50
	\$36 qty 51+	\$35 qty 51+	\$33 qty 51+	\$32 qty 51+
Enterprise License	\$180 per sworn officer	\$115 per sworn officer	\$110 per sworn officer	\$105 per sworn officer
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

[end]

ATTACHMENT C-2
SUBSCRIPTION NOTICE

Date:

Name of Member Agency:

Member Agency Contact Information:

Name of Contact:.....

Phone:

Email:.....

Mailing Address:

.....

Indicate here if requesting an Enterprise Subscription License (with Analyst functionality):.....

If requesting the Enterprise Subscription License,
indicate the number of FTE certified peace officers employed:

If not requesting an Enterprise Subscription License, indicate the number and type of
Subscription Licenses requested:

Analyst Subscription Licenses:

Investigative Subscription Licenses:

Dashboard Subscription Licenses:

Indicate the Subscription Period requested (one, two, or three years):.....

Total Annual Recurring Subscription Costs:.....

Additional Paid Training Requested (if any):.....

Cost of Additional Paid Training (if any):

Signature:..... Name:

[end]

**ATTACHMENT C-3
ERROR SEVERITY LEVELS**

Severity Level	Name	Description
Level 1	Critical	For a period of at least 24 continuous hours, the Lumen Client Software Service is completely down or there is a major malfunction resulting in an inoperative condition.
Level 2	Major	The Lumen Client Software Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Lumen Client Software Service being usable but severely limited, and any Error which could threaten the use of the Lumen Client Software Service.
Level 3	Minor	Errors in the Lumen Client Software Service to which there may be a workaround and which do not currently threaten the use of the Lumen Client Software Service. Use of the Lumen Client Software Service is impaired, but not critically so and users can generally fully use the Lumen Client Software Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Lumen Client Software Service.

[end]

**ATTACHMENT C-4
ERROR RESOLUTION**

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]