

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of October 17, 2023 (Effective Date) by and between Pinellas County, a political subdivision of the State of Florida ("County"), and 3-GIS, LLC ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 23-0078-RFP ("RFP") for Fiber Analysis – ARPA services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"3-GIS IP"** means 3-GIS or 3-GIS Affiliate developed, created, or prepared Intellectual Property, but does not include Customer Data.
- B. **"Affiliate" of a Party** means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the majority ownership of voting securities or by contract.
- C. **"Agreement"** means this Agreement, including all Exhibits and Attachments, which are expressly incorporated herein by reference, and any amendments thereto.
- D. **"Business Day"** means a day other than Saturday, Sunday, or 3-GIS' company holidays, or County holidays.
- E. **"Business Hours"** means 8:00 a.m. to 5:00 p.m. US Central time on Business Days.
- G. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in the statement of work or any other information designated in writing by the County as County Confidential Information. Awarded Contractor may be required to sign a Nondisclosure Agreement (NDA). **A sample NDA is attached as Exhibit G.**
- I. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- H. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- I. **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer to 3-GIS or uploaded to the 3-GIS Live Service.
- J. **"Deliverable"** means any written summary of results, or any other written data, information, Document Deliverable, Software Deliverable, or other tangible materials provided to Customer and identified as a Deliverable in the Order.
- K. **"Document Deliverable"** means any written summary of results, or any other written data, information, or materials provided to Customer including data, comments, and conclusions pertaining to the Professional Services performed pursuant to the Order.

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- L. **“Documentation”** means the applicable 3-GIS Live Service’ documentation, and its usage guides and policies, as updated from time to time, accessible via login to the applicable 3-GIS Live Service. All Documentation shall be provided in English.
- M. **“Fixed Price Services”** means Services provided for a fixed fee as set forth in an Order.
- N. **“Intellectual Property”** means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, documents, mask work rights, design, ideas, product information, inventions and improvements thereto (whether or not patentable), and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.
- O. **“Malicious Code”** means a computer program or piece of code that intentionally corrupts computing systems, software, and/or computer networks, including any so-called “worms” or “viruses”.
- P. **“Named User”** means an individual who is an employee or contractor of Customer authorized by Customer to use the 3-GIS Live Service, for whom Customer has purchased a subscription, and who has been supplied a unique Named User identification and password.
- Q. **“Order”** or means each documented purchase of any item or service referencing this Agreement and executed by authorized representatives of both Parties.
- R. **“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- S. **“Professional Services”** means the work, services, projects, assignments, or tasks 3-GIS shall perform as specifically set forth in an Order.

- T. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement, including 3-GIS Live Service, Professional Services, Support Services, and/or any other service or task as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.
- U. **“Software Deliverable”** means the instructions for a computer, whether in the form of source code, object code, executable code, firmware, or otherwise and whether tangible or intangible, that is provided to Customer as a result of the performance of the Professional Services. For the avoidance of doubt, neither 3-GIS software products nor any aspect of the 3-GIS Live Services are Software Deliverables.
- V. **“Specification”** means the technical and functional requirements for a Service or Deliverable as included in an Order or as otherwise agreed to in writing by the Parties.
- W. **“Subscribed 3-GIS Live Service”** means the 3-GIS Live Service subscription that Customer purchases under an Order.
- X. **“Third Party”** means any Person not a signatory to this Agreement.
- Y. **“Third Party Software”** means any software that is not 3-GIS IP.
- Z. **“Time and Materials Services”** means 3-GIS will perform the Professional Services set forth in an Order on a per unit of time basis until the project is either completed or the authorized time is exhausted, whichever comes first.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor’s quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from BTS Project Manager.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The Parties may extend the term of this Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms and conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement.

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In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

Spending Cap and Payment Structure - The County agrees to pay the Contractor the total not-to-exceed sum of **\$768,254.00**, for the Services completed and accepted herein if applicable, upon submittal of an invoice as required. Payable in annual not to exceed amounts as follows:

- Year 1 not to exceed \$330,000.00.
 - Year 2 not to exceed \$106,891.00.
 - Year 3 not to exceed \$106,891.00.
 - Year 4 not to exceed \$112,236.00.
 - Year 5 not to exceed \$112,236.00.
- A. **Travel Expenses** - The County will reimburse the Contractor for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by the Chief Technology Officer, Bryan Zumwalt, or designee. Travel will not exceed **\$15,000.00** per the Owner Directed Fund (ODF). Contingency travel funds are not guaranteed to be utilized during the term of the Agreement but, are included in the annual not to exceed amounts referenced in 6. B.
- B. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- C. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

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- C. Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement.

The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

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C. Termination for Convenience

Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 90 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

**Pinellas County Board of County Commissioners
Purchasing and Risk Management Division
400 S. Ft. Harrison Ave, 6th Floor,
Clearwater, FL 33756
Public Records Liaison
Phone: 727-464-3237
Email: mcchartier@pinellascounty.org**

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

AGREEMENT**12. Compliance with Laws**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

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- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Neither County nor Contractor nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.
- E. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

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19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the *Chief Technology Officer, Bryan Zumwalt or designee*, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to 3-GIS, LLC. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary.

Contractor shall then have 10 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal with prior written notice provided to the County by Contractor.

B. **Assignment** -

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity, except either party may assign this Agreement in its entirety (including all Statements of Work), without the other party's consent to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this section shall be null and void. In the event of a corporate acquisition, merger, corporate reorganization, or sale of all or substantially all of its assets, the Contractor must provide written notice to the County, within 30 business days of Contractor's notice of such action. In that event, the County may terminate this Agreement in those instances in which assignment represents a conflict of interest or is contrary to any local, state or federal laws.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Bryan Zumwalt
Business Technology Services Department
400 South Fort Harrison Avenue
Clearwater, FL 336756

with a copy to:

Attn: Merry Celeste,
Purchasing and Risk Management Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

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For Contractor:

Attn: Trey Sampson
6766 S. Revere Pkwy, Suite 100
Centennial, CO 80112
25-497-8447
tsampson@3-gis.com

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including any deliverables or derived data and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County. All Intellectual Property owned by Contractor or Contractor Personnel prior to the Effective Date of this Agreement or developed outside of this Agreement (hereinafter referred to as "Preexisting Works") are and will remain the exclusive property of Contractor or Contractor Personnel, and the County will acquire no rights or interest in such work other than as described in this Section 24.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

AGREEMENT**28. Waiver**

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed.

- A. Pinellas County Agreement, including Exhibits B, C, D, E, and F
- B. Attachments A, B, B-1, B-2, C, D
- C. Exhibit A

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

Board of County Commissioners

3-GIS, LLC

By: *Janet C. Long*
Signature

By: ^{DocuSigned by:} *Dustin Sutton*
Signature

Janet C. Long
Print Name

Dustin Sutton
Print Name

Chair
Title

President
Title

October 17, 2023.
Date

25 August 2023 | 11:10 CDT
Date



ATTEST: KEN BURKE, CLERK

By: *Ken Burke*

APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

3-GIS Statement of Work Order Number 01

Pinellas County FL

Version: 1.0

April 6, 2023



3-GIS
BY SSP INNOVATIONS

350 Market Street, Suite C

Decatur, Alabama

AGREEMENT

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1 Contact Information

3-GIS, LLC	Pinellas County FL
Sales	Main
Trey Sampson 256-497-8447 tsampson@3-gis.com	TBD Upon Signature
Accounts Receivable	Accounts Payable
720.279.9894, ext. 2500 (office) AR@sspinnovations.com	TBD Upon Signature
Project Management	
TBD upon signature	

2 Service Subscriptions

3-GIS Product	Subscription Duration	Quantity	Unit Fee	Annual Fee (*)
3-GIS Live Enterprise Advanced Web Named User Access	5 Year Subscription	4	\$4,419.00	\$17,676.00
3-GIS Live Enterprise Basic Web Named User Access	5 Year Subscription	17	\$2,385.00	\$40,545.00
3-GIS Live Mobile Named User Access	5 Year Subscription	10	\$594.00	\$5,940.00
3-GIS Live Private Tenant Environment	5 Year Subscription	1	\$15,100.00	\$15,100.00
3-GIS Live Processing Server	5 Year Subscription	1	\$7,050.00	\$7,050.00
Access to Google Street View for 3-GIS Live Named User Access	5 Year Subscription	21	\$270.00	\$5,670.00

* Annual fee for services subscriptions listed above will increase by 5% in years 4 and 5.

License Matrix is included at the end of this SOW. License types are chosen by the description of the roles. Pinellas County is responsible for validating or clarifying that the user roles align with the license types. Adjustments may need to be made for user type accordingly.

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3 Support Services

3-GIS shall provide ENTERPRISE Silver Support as described in the Support Matrix set forth in Attachment B of the Agreement. The annual fee associated with this Support shall be:

3-GIS Product	Subscription Duration	Quantity	Unit Fee	Annual Fee (*)
3-GIS Live Silver Web Named User Access	5 Year Subscription	21	\$710.00	\$14,910.00

* Annual fee for support services listed above will increase by 5% in years 4 and 5.

4 Fixed Price, T&M and Other Services

4.1 Fixed Price Fees

Fixed Price Service	Service Description	Quantity	Unit Fee	Total
3-GIS Set-up	Set up of 3-GIS Web with Standard Schema and configuration. Includes 20 hours of additional configuration time	1	\$10,300.00	\$10,300.00
3-GIS Mobile Set-up	Setup of 3-GIS Mobile	1	\$1,740.00	\$1,740.00
Training- 3-GIS Web	1.5 days of Remote 3-GIS Web Training for up to 8 Users.	1	\$3,169.00	\$3,169.00
Training- Mobile	1/2 Day of Remote Mobile Training for up to 8 Users.	1	\$1,400.00	\$1,400.00
Training- Admin	1/2 Day of Remote Admin Training for up to 5 System Administrators.	1	\$1,400.00	\$1,400.00
Training- Server Training	Up to 4 hours Remote 3-GIS Server Admin Training for up to 5 System Administrators	1	\$1,400.00	\$1,400.00
Data Migration	Firm Fixed price data migration form .shp files	1	\$13,500.00	\$13,500.00

4.2 Time and Material Fees

T&M Services	Service Description	Quantity	Hourly Rate	Total
Additional Configuration	Additional Configuration Time	40	\$185.00	\$7,400.00
Project Management	Additional Project Management Time	10	\$235.00	\$2,350.00

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T&M Services	Service Description	Quantity	Hourly Rate	Total
Pinellas – BTS, Public Works (connectivity), and Data Management (ESTIMATE ONLY)	Time and Materials for BTS, Public Works (connectivity) and Data Management	200	\$135.00	\$27,000.00
Time and Materials Rate for Additional Data migration and Field validation services (ODF)	Time and Materials rate for additional data migration services or field validation	1,023	\$150.00	\$153,450.00

5 Invoicing Schedule

Invoicing Schedule			
Line Item	Milestone	Amount	Fee (USD)
Software and Support Subscriptions Payment Milestones			
Year 1 Software and Silver Support Subscription	Upon System Set-Up Completion	100% of Annual 3-GIS Live Software and Silver Support Subscriptions	\$106,891.00
Year 2 Software and Silver Support Subscription	One Year after System Set-Up Completion	100% of Annual 3-GIS Live Software and Silver Support Subscriptions	\$106,891.00
Year 3 Software and Silver Support Subscription	Two Years After System Set-Up Completion	100% of Annual 3-GIS Live Software and Silver Support Subscriptions	\$106,891.00
Year 4 Software and Silver Support Subscription	Three Years after System Set-Up Completion	100% of Annual 3-GIS Live Software and Silver Support Subscriptions	\$112,236.00
Year 5 Software and Silver Support Subscription	Four Years after System Set-Up Completion	100% of Annual 3-GIS Live Software and Silver Support Subscriptions	\$112,236.00
Services Payment Milestones			
Installation and Configuration	At Project Kick-Off	100% of Installation and Standard Configuration Services Costs	\$12,040.00
3-GIS Training	Upon completion of first training	100% of 3-GIS Training Costs	\$7,369.00
Data Migration for Public Works .shp files	Upon Completion of Data Model Workshop	100% of Data Migration Costs	\$13,500.00
T&M Configuration Services	Monthly (through the last Saturday of each Month)	100% of Used Hours	\$7,400.00
T&M Project Management Services	Monthly (through the last Saturday of each Month)	100% of Used Hours	\$2,350.00

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Invoicing Schedule			
T&M Hours for BTS. Public Works (Connectivity) and Data Management	Monthly (through the last Saturday of each Month)	100% of Used Hours	\$27,000.00
T&M Hours for Additional Data migration and Field validation services	Monthly (through the last Saturday of each Month) Use of Funds must be approved by Pinellas County Project Manager	100% of Used Hours	\$153,450.00
Year 1 Software, Support and Additional Services			\$330,000.00
Year 2 Software and Support Services			\$106,891.00
Year 3 Software and Support Services			\$106,891.00
Year 4 Software and Support Services			\$112,236.00
Year 5 Software and Support Services			\$112,236.00
5 Year Total			\$768,254.00

6 API Access**6.1 Access Tier**

3-GIS shall provide Customer with Access Tier API access pursuant to the terms set forth in Attachment D of the Agreement. Access Tier is defined as follows:

The Access Tier of 3-GIS APIs provides access to a limited library of APIs which are read-only and do not allow for the modification or creation of any data stored in 3-GIS. The Access tier of APIs is rate limited by the number of requests which can be made per day for 3-GIS Live Customers. Enterprise customers are limited to 1,500 requests per day. The Access Tier of API's include access to the following API endpoints:

- OTDR Trace
- Signal Trace
- Common Point of Failure
- Broadcaster
- General Query

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Access Tier APIs are available to any 3-GIS Live Enterprise Customer. Access Tier APIs do not include access to any testing or development environments. The Access Tier API does not include support or consultation services around proper API usage or integrations, even if product Support Services are ordered. API support services may be ordered separately on a Time and Material basis.

7 Tasks To Be Performed

7.1 Project Management Services

7.1.1 Project Management Overview

3-GIS will provide a Project Manager (PM) to support the project for the duration of the project, to monitor the schedule and quality of the Deliverables, the project budget, and to specifically oversee the performance of the Services.

Additionally, the 3-GIS Project Manager shall:

- Review project objectives.
- Identify all software installation, training, system design, system development, implementation, test activities, and network audit, system integration and deployment that 3-GIS, and its subcontractors shall complete, in addition to a project schedule.
- Facilitate communication between the Customer and 3-GIS personnel and subcontractors and direct the 3-GIS and subcontractor project personnel.
- Monitor the progress of the Services and Deliverables and prepare progress/status reports on a regular basis.

7.1.2 Project Planning and Kickoff

3-GIS Project Manager will schedule a project kickoff meeting to make introductions of project stakeholders, detail the project scope, cover any schedule needs and requirements, overview project milestones, build a communications plan, and assign action items to facilitate project progress.

7.2 Implementation and Deployment Services

7.2.1 3-GIS Live Environment Set-up

3-GIS is to deploy 3-GIS Web, Admin, and Mobile on cloud servers and configure the 3-GIS solution based on the Standard configuration and schema. All work will be conducted remotely.

7.2.2 System Set-up

7.2.2.1 Standard Configuration

3-GIS will configure 3-GIS Web to include:

- 1 Map Service
- 4 User Groups
 - Advanced
 - Administrator
 - Basic
 - Mobile
- Standard Plotting Template
- 3-GIS will configure 3-GIS Mobile

AGREEMENT

- Processing Server
 - Processing Server is a Windows Server and only allows for two concurrent users.
 - 3-GIS provides access for two users to ArcDesktop via the Processing Server.
 - Processing Servers are only accessible through Static Corporate IP Addresses
 - 3-GIS cannot whitelist a private IP address such as a customer's home IP, IP addresses must be related to a corporate account and must be static
 - Dynamic IPs are not allowed.
 - Multiple corporate IP addresses can be whitelisted.

7.2.2.2 Additional Configurations

This order includes:

- 20 hours of configuration that can be used to make modifications to the Standard setup.
- Up to an additional 40 hours of T&M time that can be used for advanced configuration, including any additional workshops required.
- Up to an additional 10 hours of T&M time that can be used for project management time.

7.2.2.3 Inclusions

- Standard setup includes:
 - Deployment of the standard 3-GIS system configuration and data model.
 - A max four-hour configuration workshop will be held to review changes to be made to the system. The outcome of this workshop is the Configuration request form. This form will outline all the requests and the estimated time to complete each task.
 - Upon acceptance of this document, 3-GIS will complete all changes outlined and within the allotted 20 hours.
- Once work is completed, the customer has ten business days to review the changes to the system and accept the changes.
- If no acceptance is given in ten business days, the changes will be deemed as accepted.
- Any tasks that extend beyond the 20 allotted hours and 40 additional configuration T&M hours will require a CR, including but not limited to an additional configuration workshop and hours.

7.2.2.4 Exclusions

- The items below are excluded from the standard setup and implementation of 3-GIS and will require a separate order form, CR and/or T&M hours, including an additional configuration workshop and hours.
 - Custom Reports
 - Material List
 - Annotate Features
 - Auto Dimensions
 - Wavelengths
 - Complex Equipment / Equipment Manager
- Set-up of system add-on licenses / extensions
- Data loading or data migration not already outlined in this Order.
- Projections other than WGS84 Web Mercator

AGREEMENT

- Customizations to the 3-GIS software code.
- Data Conversion/Migration/Import (including non-telco) not outlined in this order.
- Manage Tier API Access, unless purchased.
- Additional Support for API utilization that is not already outlined in this order.
- 3-GIS Mobile for Android is delivered via an .apk file for side loading on devices. Delivery into a Mobile Data Management Platform or Private/Public Google Play Store is not included.
- Authentication will be accomplished using a 3-GIS maintained user store. Federation with a 3rd party authentication service, SSO or Active directory is not included.

7.2.2.5 Setup Assumptions

- The items below may require more than the included 20 hours to complete and if this is determined during the configuration workshop, then this will require a separate order form, CR and/or T&M hours.
 - Bill of Materials (BOM)
 - Quality Assurance/Quality Check (QA/QC)
 - Work Order configuration
 - Work Packets
 - Splice Audit and Reconcile
 - Duct space management
 - MDU
 - Mobile - Offline basemap support
- Customers will have knowledgeable staff with the proper level of access to complete the necessary tasks.

7.2.2.6 Responsibility/Task Matrix

Item	Responsible Party	Type
Usernames and Email address	Customer	Task
Technical documentation (e.g., 3-GIS Knowledge Base, meeting notes, JIRA tickets) in electronic format	3-GIS	Task
Appoint project participants and stakeholders and define their roles during implementation	Customer	Task
3-GIS Mobile APK	3-GIS	Task
Static Corporate IP Address	Customer	Task
API Documentation	3-GIS	Deliverable
API Token	3-GIS	Deliverable

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7.3 Workshops

7.3.1 Workshops Overview

3-GIS will conduct workshop(s) as part of the standard configuration setup of the 3-GIS Network Solution, in addition to any other workshops outlined in this section. Once the work outlined from the workshops is complete, the customer will have 5 business days to sign off on the changes. If we do not receive communication requesting additional changes the work will be considered accepted.

7.3.2 Standard Configuration Workshop

3-GIS will hold a remote standard configuration workshop for up to 4 hours as part of the standard system setup and will be held to review changes to be made to the system. The outcome of this workshop is the Configuration request form. This form will outline all the requests and the estimated time to complete each task.

7.3.3 Data Migration Workshop

See Section 8.6

7.4 Functional Acceptance Testing

7.4.1 Functional Acceptance Testing Overview

3-GIS will provide the Customer with a Functional Acceptance plan based on the standard configuration of the 3-GIS Network Solution. 3-GIS will install the standard configuration 3-GIS Network Solution software for Customer evaluation using the 3-GIS delivered and accepted Functional Acceptance plan documents. 3-GIS will provide remote staff to perform resolution support to issues discovered during the Functional Acceptance phase

7.4.2 Functional Acceptance Plan

The Customer will test the 3-GIS application suite to verify that it functions in accordance with the 3-GIS delivered plan. The Customer will record results on the provided Acceptance Plan. Acceptance testing will be conducted over a period of five (5) business days immediately following 3-GIS Network Solutions software installation and LMS/E-learning training.

7.4.3 Issue Resolution

Upon completion of the functional Acceptance Plan, 3-GIS will resolve known issues within five (5) business days.

7.4.4 Acceptance Criteria

This phase will be considered complete once the test is able to be completed successfully.

7.4.5 Assumptions

Customer will complete the online LMS/E-Learning prior to or as part of the Functional Acceptance Testing

7.5 Training

7.5.1 Training Overview

3-GIS will conduct instructor-led training performed remotely in accordance with Customer purchased training options shown below. In addition, 3-GIS provides access to 3-GIS LMS training modules for all users. The training modules are web-based and use a named user access method. Dates for training are scheduled a minimum of two weeks in advance. LMS modules should be completed by all trainees at least 3 days before the instructor lead training date.

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7.5.2 Training Ordered

Course Description	Intended Audience	Delivery Method	Seats In Course	Duration (Days)
3-GIS Web	Advanced Users	Remote	5	1.5 Days
3-GIS Mobile	Mobile Users	Remote	2	.5 Days
3-GIS Admin	Admin Users	Remote	5	.5 Days
3-GIS Server	System Admins	Remote	5	.5 Days
3-GIS Online Learning (LMS)	All Users with Named User Accounts	Remote	Equal to named users	Self-Paced

7.5.3 Training Responsibility/Task Matrix

Item	Responsible Party	Type
4 days of training to include: 3-GIS Web, 3-GIS Admin, and 3-GIS Mobile	3-GIS	Task
Access to 3-GIS E-Learning/LMS training modules for named users	3-GIS	Task
Names and Email accounts of uses for E-Learning/LMS accounts	Customer	Task
Attendance of appropriate staff at training sessions and equipped with computers	Customer	Task
Training room and projectors	Customer	Task
Complete needed LMS/E-Learning Courses prior to the start of instructor led training	Customer	Task

Training Assumptions

Training Assumptions

- For Mobile Training, the Customer must have 3-GIS mobile tablets prior to training.
 - The device must be running Android Pie 9.0 or above.
 - 64-bit processor
 - Minimum 16 GB of free storage
 - Minimum 4 GB of Ram
 - A file manager app must be installed on the Android device.
- 3-GIS staff will have access to internet while in training sessions.
- Customer’s internet can support all users using 3-GIS and a video conferencing system.
- All on-site training assumes safe travel conditions for the 3-GIS staff. If travel is not possible, training will be conducted remotely.
- Customer will take the LMS online courses prior to onsite/remote training for best results.

AGREEMENT**7.6 Data Migration****7.6.1 Data Migration (Fixed Price Services)**

This project would involve migrating data from the Customer's source shapefiles into the 3-GIS data model and system. This proposal is based on findings in the shapefiles that were provided for assessment only. We are including in this proposal a quote to provide migration of the datasets listed above into the Customer's 3-GIS environment. The migration of connectivity data contained in PDF, Excel, or other format would be handled under a separate effort, along with BTS data, that is performed under a Time and Material based line item.

To accomplish the migration, 3-GIS is recommending an evaluation of the input data and data requirements and will result in the production of a Field Mapping document used to guide the migration. Data migration will commence after the Data Model Workshop. The data migration will be followed with an internal quality control process. This QC process will be a thorough review of the data with validation checks. The Customer will have two business days for review once the migration is completed. The Customer will use the review period to note any discrepancies and provide comments and guidance which will then be applied to the data in Production. Once any defects are addressed, the Customer will have a review period of two business days to accept or reject the results.

This will be a single migration effort, once the migration begins the data will need to remain static until the effort is completed. Changes made to the source data after the migration has begun will not be captured and are not considered in this effort. If changes are made, the customer would need to replicate those changes in the 3-GIS applications once the data has been migrated.

The following represent the assumptions for this proposal:

Data delivery

- The source data will be delivered on or before Monday of week 1. If possible, the data can be delivered sooner, at the customer's discretion.
- Timely delivery of data will be essential to maintain the schedule that has been set forth. Delays will be addressed as required, including schedule adjustments if necessary. This includes delivery of the source data as well as results.
- The data source that 3-GIS is proposing to migrate is a set of three shapefiles provided by the Customer. 3-GIS is not proposing to accept any other inputs currently.
- Once the migration begins 3-GIS cannot change or accept new data inputs without a Change Request and adjustments made to the schedule.

Data Integrity

- Once the migration begins the source data will remain static until the data is migrated into the system. At a specified time, work will cease in the source system and the data will be conveyed to 3-GIS. 3-GIS will migrate the data in a timely manner and deliver it into the 3-GIS system. Once the data has been reviewed and accepted, work can commence in 3-GIS. Changes made in the source system after it has been delivered to 3-GIS for the cutover will not be migrated.
- 3-GIS will identify specific data issues, as well as the root causes that result in fallout, in an Exception Report which will be delivered with the data and reviewed in detail. Rules and logic will be agreed upon in the Data Model Workshop to mitigate errors. However, it is the Customer's responsibility and prerogative to address these issues after the migration, unless there is a migration defect that needs to be addressed or accept the fall out.
- Along with the data that is delivered to 3-GIS, if possible, the Customer will provide a record count of each table. 3-GIS will perform a verification of those counts, and if there is a difference in the numbers, 3-GIS will work to resolve any discrepancies. 3-GIS will not proceed if these numbers do not match unless the Customer is willing to accept the difference and grants approval to proceed.
- In general, data and attribution will be migrated as-is. If there are specific needs to change the data, those changes will be defined and agreed upon in the Data Model Workshop. However, general typographical errors and inconsistencies will not be corrected unless there is some need to do so and clear guidance is provided from the Customer.

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- 3-GIS will migrate and confirm the migration on an object level basis. In other words, 3-GIS will account for each record as either migrated, excluded, or fall out. Excluded items would include data that the Customer does not wish to migrate, is redundant, or not supported in the 3-GIS data model. All this information will be clearly defined in the Data Model Workshop, Field Mapping, and Exception Reports.

Data Model Workshop

- During the Data Model Workshop, some specific QA processes will be defined as a team. It is important that the Customer bring the knowledge of their systems and data to that meeting so that these tests can be fully defined and agreed upon. These will be QA steps that 3-GIS will perform prior to delivery, as well as QA steps that the Customer will perform and/or confirm in review.
- The Customer will allocate sufficient resources for the Data Model Workshop, Review, and other meetings. The Data Model Workshop and Review are critical, as these are the primary ways used to identify certain issues that are the result of problems in the migration itself or with the data. It is of utmost importance that these activities are given adequate attention.

Data Received

- PGIS_PGIS_PULLBOX.shp
- PGIS_PGIS_FiberCable.shp
- PGIS_PGIS_Conduit.shp

Data Types:

- Shapefiles

Projection

- NAD_1983_HARN_StatePlane_Florida_West_FIPS_0902_Feet; WKID: 2882

7.6.2 T&M Services (BTS, Public Works (Connectivity) and Data Management)

This project would involve migrating connectivity data and posting As-built data from multiple formats as noted within the RFP under BTS (Digital, Drawings, Logbooks). This proposal is based on a review of the sample documents provided for assessment. We are including in this proposal the effort to post the BTS data, update connectivity as provided by Public Works for Traffic Cabinets, and to perform ongoing Data Management, which includes as-built posting for new/ongoing projects. The proposal to migrate the Public Works data that was provided in shapefiles is included under a separate proposal document as a firm fixed price.

With the volume of documents to process being unknown, 3-GIS is recommending that this portion of the data migration be handled under a Time & Material basis. As a placeholder, 3-GIS is providing the billable rate that would apply and providing an estimate of hours to complete this work. The actual number of hours for this portion of the project would be further defined at contract execution where we will document all files to be processed.

As with the other migration proposal, 3-GIS recommends conducting a Data Model Workshop to outline the process for connectivity input, as built posting, and feature updates. At the conclusion of the Data Model Workshop, 3-GIS will commence with updates in the Customer's 3-GIS instance from the source files. The data migration will be followed with an internal quality control process. This QC process will be a thorough review of the data to ensure that the data was migrated in alignment with the source files. Upon conclusion of the source file(s), the Customer will have five business days for review once the migration is completed.

AGREEMENT

The Customer will use the review period to note any discrepancies and provide comments and guidance for updates to be made (if applicable).

The following represent the assumptions for this agreement:

Data delivery

- The source data will be delivered on or before Monday of week 1. If possible, the data can be delivered sooner, at the customer's discretion.
- Timely delivery of data will be essential to maintain the schedule that has been set forth. Delays will be addressed as required, including schedule adjustments if necessary. This includes delivery of the source data as well as results.

Data Integrity

- Data provided for delivery will remain consistent with the source files provided. Variance from the source files could increase the processing time associated with files due to the need to interpret the data within.

Data Model Workshop

- During the Data Model Workshop, an outline of the posting process will be discussed. It is important that the Customer bring the knowledge of their systems and data to that meeting, so the process is properly outlined.
- The Customer will allocate sufficient resources for the Data Model Workshop, Review, and other meetings, as needed.

Data Received

- Keystone Road PID920522 (A).pdf
- Keystone Road PID920522 (B).pdf
- KeystoneRd_Fiber_Location_Reference_Map.pdf
- 2021_02_04_PCSOCurrentLogicalNetworkConnections.pdf
- 2021_02_04_PCSOFutureLogicalFiberLoopsSpeculation.pdf
- Pinellas County Fiber Analysis.pdf
- Documents 1-4 included within Addendum_No._1_Signed.pdf.

Data Types

- PDF documents

7.6.3 T&M Services (Additional Data Migration Services or Field Validation)

T&M services at a rate of \$150 per hour for any additional data migration or field validation services. The use of these hours must receive pre-approval from Pinellas. The estimated number of hours available is 1023. It is anticipated that these funds that Pinellas refers to as ODF funds would be used for any data migration services not currently identified, or field verification work. If there is another project identified, 3-GIS can provide a change request to detail and authorize the work. If there is a different labor category for the new work, 3-GIS will provide the appropriate rate and hour estimate as part of the Change Request.

7.6.4 Data Responsibility/Task Matrix

Item	Responsible Party	Type
Data Mapping Document	3-GIS	Deliverable
Source Data Delivery (each iteration)	Customer	Deliverable
Delivery of all data iterations and final	3-GIS	Deliverable

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Exceptions report with delivery of each iteration and final	3-GIS	Deliverable
Data Review and Acceptance	Customer	Deliverable

8 Location of Services

All services will be provided remotely.

9 Anticipated Schedule of Services

The following represents an estimated timeline for the services listed in this order form. At contract sign-off, the schedule will be reviewed and updated per 3-GIS and customer availability.

Please note, the T&M Services listed for the Additional Data Migration Services and/or Field Validation hours are not reflected in the below timeline. The timeline will be adjusted as T&M Services are needed and approved by the customer.

Week	Description	Responsibility
Week 0	Contract Signed	3-GIS and Pinellas County
Week 4	Project Kickoff	3-GIS and Pinellas County
Week 5-6	System Access	3-GIS
Week 7-8	Customer FAT Completion and Resolution	Pinellas County
Week 9	Training	3-GIS and Pinellas County
Week 9	Data Migration Workshop	3-GIS and Pinellas County
Week 9	Data Migration Iteration 1	3-GIS
Week 10	Review Migration results, corrections, and data acceptance	3-GIS and Pinellas County
Week 10-12	Configuration Workshop and Changes	3-GIS and Pinellas County
Week 11-14	BTS, Public Works (connectivity) and Data Management Workshop and data migration	3-GIS and Pinellas County
Week 15	Review Migration results, corrections, and data acceptance	3-GIS and Pinellas County
Week 16	Support Handoff	3-GIS and Pinellas County

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3-GIS price proposal is based upon the following key assumptions:

- Customer will have proper staff available for project needs, including a project lead.
- Customer will be in communication with 3-GIS staff as needed to complete the scope of work as outlined in this order within the timeline specified.
- Customer will provide 3-GIS resources with timely remote and adequately privileged access to systems required.
- Customer will perform reviews of, provide verbal feedback and digital correspondence for, and provide approval (where required by 3-GIS) of any 3-GIS (or partner) generated documentation or portions of the solution, including customer testing activities, as dictated within the agreed-upon project schedule.
- If significant delays to the project occur because these assumptions are not met, a Change Request may be required to extend the project schedule and cost (or "to determine the impact to cost and schedule of the project").
- Payment and applicable fees will be due per the terms and conditions outlined in this order form upon the email receipt of each invoice notwithstanding any other requirements you may request for invoice delivery.
- If your company requires a purchase order (PO) to make a payment, please provide the PO, including PO # and Amount, immediately upon contract signing. PO amount should equal the total amount of the services listed in the order form.

11 Changes

During 3-GIS' performance under this Order Number 01, either Party may request a Change in the Order's scope in a writing delivered to the other Party's project manager. Any modification of this Order must be made by a Change Order. No Change, as contemplated in this paragraph, shall become effective until such Change is agreed to by both Parties in a written Change Order (per the Agreement, Section 25, by a written Amendment).

3-GIS will notify Pinellas County prior to an annual invoice being released approximately 30 days prior to the new annual term as an annual review period. If Pinellas County determines that a license adjustment is needed, a mutually agreed upon Change Request will be needed to adjust quantities.

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EXHIBIT B - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INSURANCE

The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Contractor shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Contractor or their agent prior to the expiration date.

- 1) The Contractor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - 2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Contractor and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
 - 2) Provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
 - 4) Provide a waiver of subrogation in favor of the County.

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- 5) Assign all warranties directly to the County.
 - 6) Identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- C. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

1. Workers' Compensation Insurance Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits	
Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

2. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

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3. Professional Liability (Technology Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Each Occurrence or Claim	\$2,000,000
General Aggregate	\$2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

4. Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

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EXHIBIT C - PAYMENT SCHEDULE

Year 1 Software, Support and Additional Services	\$330,000.00
Year 2 Software and Support Services	\$106,891.00
Year 3 Software and Support Services	\$106,891.00
Year 4 Software and Support Services	\$112,236.00
Year 5 Software and Support Services	\$112,236.00
5 Year Total	\$768,254.00

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO.

Remit To Billing address to which you are requesting payment be sent.

Invoice Date Creation date of the invoice

Invoice Number Company tracking number.

Shipping Address Address where goods and/or services were delivered.

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided.

Quantity Quantity of goods or services billed.

Description Description of services or goods delivered.

Unit Price Unit price for the quantity of goods/services delivered.

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge Contractors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information, please visit Pinellas County purchasing website at www.pinellascounty.org/purchase

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EXHIBIT E: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non. payment of a payment request or invoice the following Dispute Resolution process will apply:

- A. Pinellas COUNTY will notify a Contractor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the Contractor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline. 1. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided. 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas COUNTY.
- B. Should a dispute result between the Contractor and the COUNTY about payment of a payment request or an invoice then the Contractor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas COUNTY's satisfaction, and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.
- E. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the Contractor's favor the COUNTY will pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non. prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

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EXHIBIT F - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**PROPOSAL NUMBER: 23-0078-RFP PROPOSAL TITLE: Fiber Analysis – ARPA**

This Agreement is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

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Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]:

The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j)]

(1): The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]:

If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost-plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances: (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY. (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance. (c) Wholly or partly suspend or terminate the Agreement. (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency). (e) Take other remedies that may be legally available.

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EXHIBIT G
INDIVIDUAL NON-DISCLOSURE AGREEMENT

I, _____, understand that I will have access to confidential information and that I am responsible for safeguarding this information. In particular, I understand the following (Please initial):

_____ In consideration of the County disclosing to me certain County confidential and security sensitive information, including, but not limited to, County Information Technology Assets, Physical Security Systems, Operations Security, Infrastructure Interdependencies, Impact Analysis and Risk Characterization, as identified and more specifically defined by the RFP, I agree to receive and maintain such information in trust and confidence and to take reasonable precautions against disclosure of such information to any third persons. I understand that disclosure of such information could pose a security threat to the County and impact the health, safety, and welfare of the public. Nothing herein shall by construed to prohibit disclosure of information required pursuant Chapter 119, Public Records Law.

_____ Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the County shall be considered the creator of such Intellectual Property. Contractor shall notify the County, within thirty (30) days of the creation of any Intellectual Property by its employees, agents, or subcontractor(s). Contractor, agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by Contractor to any other entity without the express written authorization of the County. If by operation of law, the Intellectual Property is not owned in its entirety by the County automatically upon its creation, then Contractor agrees to assign and hereby assigns to the County the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the County may reasonably request to give effect to this clause. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual." All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

By signing, I've read, understood, and will comply with being responsible for safeguarding this information.

Print First and Last Legal Name

Signature

Date

AGREEMENT**ATTACHMENT A - 3-GIS LIVE SERVICE TERMS AND CONDITIONS**

The additional terms and conditions set forth in this Attachment A and the General Terms and Conditions of the Agreement shall govern the provision of 3-GIS Live Service.

1. 3-GIS RESPONSIBILITIES.

1.1 Provision of Subscribed 3-GIS Live Service. 3-GIS will (a) make the 3-GIS Live Service available to Customer pursuant to this Agreement and any applicable Orders, (b) provide applicable 3-GIS Maintenance for the Subscribed 3-GIS Live Service to Customer at no additional charge, (c) provide Support Service if purchased, (d) use commercially reasonable efforts to make the Subscribed 3-GIS Live Service available 24 hours a day, 7 days a week as more specifically set out in Attachment B-1: Service Level Agreement.

1.2 Protection of Customer Data. 3-GIS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of Customer Data by 3-GIS personnel except (a) to provide the Subscribed 3-GIS Live Service, (b) prevent or address service or technical problems, (c) as compelled by law, or (d) as Customer expressly permits in writing.

2. USE OF SERVICES AND CONTENT.

2.1 Subscriptions. Unless otherwise provided in the applicable Order or Documentation, (a) Subscribed 3-GIS Live Service and access to content are purchased as subscriptions, (b) subscriptions for Subscribed 3-GIS Live Service may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

2.2 Usage Limits. 3-GIS Live Service and content are subject to usage limits, including, for example, the quantities specified in Orders.

2.2.1 Unless otherwise specified, (a) a quantity in an Order refers to Named Users, and the 3-GIS Live Service or content may not be accessed by more than that number of Named Users, (b) a Named User's password may not be shared with any other individual, and (c) except as set forth in an Order, a Named User identification may only be reassigned to a new individual replacing one who will no longer use the 3-GIS Live Service or content.

2.2.2 Customer's monthly data usage is capped based on the type of 3-GIS Live deployment ordered. Data usage is a combination of Customer's data storage, data requests, data processing, data imports, data exports, and data management (including data backups). Professional tier 3-GIS Live deployments have a data cap of 10 gigabyte ("GB") per Named User per month. Team tier 3-GIS Live deployments have a data cap of 50 GB per Named User per month. Enterprise tier 3-GIS Live deployments have a data cap of 70 GB per Named User per month. Monthly data usage is measured by 3-GIS' cloud hosting provider, and the measurements provided by 3-GIS' cloud hosting provider are final.

2.2.3 If Customer exceeds a contractual usage limit, 3-GIS may work with Customer to seek to reduce Customer usage so that it conforms to that limit. If, notwithstanding 3-GIS efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Amendment for additional quantities of the applicable 3-GIS Live Service, content, or data usage promptly upon 3-GIS delivery of the same.

2.3 Customer Responsibilities. Customer will (a) be responsible for Named Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer use of Customer Data with 3-GIS Live Service, (c) use commercially reasonable efforts to prevent unauthorized access to or use of 3-GIS Live Service and content and notify 3-GIS promptly of any such unauthorized access or use, (d) use and restrict Named Users to using 3-GIS Live Service and content only in accordance with this Agreement, Documentation, Orders, and applicable laws and government regulations, and (e) comply with terms of service of any Non 3-GIS Applications with which Customer uses 3-GIS Live Service or content.

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4. PROPRIETARY RIGHTS

4.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, 3-GIS, 3-GIS Affiliates, 3-GIS licensors, and content providers reserve all of 3-GIS'/their right, title, and interest in and to the 3-GIS Live Service and content, including all of 3-GIS'/their related Intellectual Property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. No software or other license is granted to the Intellectual Property comprising or associated with the provision of the 3-GIS Live Service, although subscription-based access and rights to use are granted to the Customer pursuant to the Agreement and the applicable Order.

4.2 **Access to and Use of Content.** Customer has the right to access and use applicable content subject to the terms of applicable Orders, the Agreement, the Documentation, and any Third-Party license terms applicable to the content.

4.3 **License to Host Customer Data and Applications.** Customer grants 3-GIS, 3-GIS Affiliates and applicable contractors a worldwide, limited-term license to host, copy, display and use any Non-3-GIS Applications and program code created by or for Customer using a Service or for use by Customer with the 3-GIS Live Service, and Customer Data, each as reasonably necessary for 3-GIS to provide and operate 3-GIS Live Service and associated systems in accordance with this Agreement. Subject to the limited licenses granted herein, 3-GIS acquires no other right, title, or interest from Customer or Customer licensors under this Agreement in or to any of Customer Data or Non-3-GIS Applications.

4.4 **License to Use Feedback.** Customer grants to 3-GIS and 3-GIS Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into 3-GIS and/or 3-GIS Affiliates' Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Named Users relating to the operation of 3-GIS or 3-GIS Affiliates' Services.

4.5 **Future Functionality.** Customer agrees that Customer purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by 3-GIS regarding future functionality or features.

5. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS APPLICABLE TO THE SERVICES

5.1 **3-GIS Warranties.** 3-GIS warrants that during an applicable subscription term for Subscribed 3-GIS Live Service (a) 3-GIS will utilize industry standard administrative, physical, and technical safeguards for protection of the confidentiality and integrity of Customer Data, (b) 3-GIS Live Service will perform materially in accordance with the applicable Documentation, and (c) subject to the paragraph entitled "Interoperation with Non 3-GIS Applications" above, 3-GIS will not materially decrease the overall functionality of the 3-GIS Live Service. For any breach of a warranty above, Customer exclusive remedies are those described in the paragraphs entitled "Termination" and "Refund or Payment upon Termination" below.

5.2 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, 3-GIS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND 3-GIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. 3-GIS EXPRESSLY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. 3-GIS NEITHER ASSUMES NOR ACCEPTS ANY LIABILITY TO CUSTOMER OR ITS CUSTOMERS WITH RESPECT TO THE QUALITY OR SUFFICIENCY OF ANY RESULTS TO BE ACHIEVED BY THE USE OF THE SERVICES.

6. TERMINATION/CANCELLATION.

6.1 **Term of Purchased 3-GIS Live Subscriptions.** The term of each subscription shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Notwithstanding anything to the contrary, any renewal in which subscription volume for any 3-GIS Live Service has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit or volume pricing.

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6.2 Refund or Payment upon Termination. If this Agreement or any Service subscription is terminated by Customer in accordance with any termination provision in the Agreement, 3-GIS will refund Customer any prepaid fees covering the remainder of the term of all subscription Orders after the effective date of termination. In no event will termination relieve Customer of Customer obligation to pay any fees payable to 3-GIS for the period prior to the effective date of termination.

6.3 Customer Data Portability and Deletion. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, 3-GIS will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, 3-GIS will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or all copies of Customer Data in 3-GIS systems or otherwise in 3-GIS possession or control, unless legally prohibited.

END OF 3-GIS LIVE SERVICE TERMS AND CONDITIONS

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**ATTACHMENT B – MAINTENANCE AND SUPPORT SERVICES TERMS AND CONDITIONS
FOR 3-GIS LIVE SERVICE**

The additional terms and conditions set forth in this Attachment B and the General Terms and Conditions of the Agreement shall govern the provision of 3-GIS Maintenance and Support Services. Customer is entitled to Maintenance during the duration of a 3-GIS Live subscription. Maintenance is defined as and limited to the following services: (1) Add/Delete/Change Named User information, (2) correction of material Defects in accordance with this Attachment, and (3) providing Enhancement Releases. Support Services, if ordered, are provided in accordance with the Support Services Matrix in this Attachment.

1. ADDITIONAL DEFINITIONS

1.1 “Acknowledgment” or “Acknowledge” means a response to Customer by 3-GIS that 3-GIS is gathering Problem Determination information in response to a Problem reported by Customer.

1.2 “Defect” means a condition in the 3-GIS Live Service that causes the 3-GIS Live Service to substantially fail to conform to Documentation applicable to the 3-GIS Live Service on the date a Problem with the 3-GIS Live Service occurs. An error in the Documentation is not a Defect of the 3-GIS Live Service. If the Documentation is determined to be in error, the Documentation will be corrected and provided to the Customer.

1.3 “Enhancement Release” means updates or upgrades to the 3-GIS Live Service that are provided as part of Subscribed 3-GIS Live Service.

1.4 “Problem” means a condition reported by Customer to 3-GIS or identified by 3-GIS in which the 3-GIS Live Service appears to not be functioning in substantial conformance with the Documentation.

1.5 “Problem Determination” means 3-GIS’ isolation of a Problem as either (a) a Defect or (b) a problem of another nature which has adversely affected the performance of the 3-GIS Live Service (e.g., Customer operational issues or issues with the database, hardware/firmware, interfacing products, etc.).

1.6 “Severity 1 Problem” means the 3-GIS Live Service is completely inoperable.

1.7 “Severity 2 Problem” means the 3-GIS Live Service is useable, but an essential component of the 3-GIS Live Service is inoperable or malfunctioning.

1.8 “Severity 3 Problem” means the 3-GIS Live Service is usable, but a nonessential component is inoperable or malfunctioning.

2. PROBLEM REPORTING

All Problems shall be reported through the 3-GIS online ticketing system. 3-GIS’ online ticketing system is available for Problem reporting at all times. All Maintenance- and Support-related communications will be conducted in English.

3. PROBLEM REPORTING INFORMATION

3.1 Reporting Information. Customer is responsible for reporting all Problems through the JIRA online ticketing system and providing the following information:

- reporter’s name, location, and company;
- call-back telephone number (with voice mail, if available);
- 3-GIS Live Service name and release level;
- processor location and type;
- nature of the situation;
- assessment of Severity level as described above;
- description/history of Problem and Customer’s efforts to resolve it (if any);
- Software access and diagnostic reports (if applicable); and
- any other information reasonably required by 3-GIS to diagnose the Problem.

3.2 Problem Identification. Prior to reporting, Customer shall:

- identify the Problem and the part(s) of the 3-GIS Live Service believed to be the source of the Problem;
- determine that all known corrections or workarounds provided through Customer Services Bulletins that pertain to the Problem have been applied; and
- collect necessary and available supporting documentation for use by 3-GIS in diagnosing the Problem.

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3.3 Problem Diagnosis Coordination. If Customer reports a Problem, Customer will be responsible for providing necessary materials (e.g., remote access, database access, printouts) required by 3-GIS to diagnose the Problem.

3.4 Acknowledgement of the Problem Report. 3-GIS will attempt to Acknowledge the severity level of Problem by phone within the time frames set forth below. If no answer is received, 3-GIS will Acknowledge via online ticketing system comment.

3.5 Problem Investigation and Determination. After Acknowledgement, 3-GIS will investigate the Problem and make a Problem Determination. During investigation, 3-GIS may change the severity level for that Problem to conform to the severity level definitions set forth in this Attachment.

3.6 Problems That Are Not Defects. If 3-GIS determines that the Problem is not a Defect, 3-GIS will inform Customer that the Problem is outside the scope of Maintenance. 3-GIS will then inform Customer that any further services related to the Problem, if offered and provided by 3-GIS, shall be charged at 3-GIS' then current rates for time and materials services.

3.7 Severity 1 Problems

3.7.1 3-GIS will Acknowledge a Severity 1 Problem within 2 Business Hours, on average.

3.7.2 If 3-GIS makes a Problem Determination that the Severity 1 Problem is due to a Defect, 3-GIS will use commercially reasonable efforts to electronically or telephonically provide or communicate a resolution or workaround for the Defect within 1 Business Day on average. Customer must have knowledgeable staff available to aid in the investigation and must apply the 3-GIS Live Service correction or workaround (if any) as soon as it is provided by 3-GIS.

3.8 Severity 2 Problems

3.8.1 3-GIS will Acknowledge a Severity 2 Problem within 1 Business Day.

3.8.2 If 3-GIS makes a Problem Determination that the Severity 2 Problem is due to a Defect, 3-GIS will use commercially reasonable efforts to electronically or telephonically provide or communicate a resolution or workaround for the Defect within 7 Business Days on average. Customer must have knowledgeable staff available to aid in the investigation and must apply the 3-GIS Live Service correction or workaround (if any) as soon as it is provided by 3-GIS.

3.9 Severity 3 Problems

3.9.1 3-GIS will Acknowledge a Severity 3 Problem within 2 Business Days.

3.9.1 If 3-GIS makes a Problem Determination that the Severity 3 Problem is due to a Defect, 3-GIS will evaluate the Defect for possible inclusion of a correction or workaround into a future Enhancement Release.

4. THIRD PARTY SOFTWARE APPLICATION MAINTENANCE

4.1 Third Party Software Problems. The Severity Level response times for reported Problems do not apply to Third Party Software.

4.2 Third Party Software Maintenance. In the event that 3-GIS determines that a Problem is caused by Third Party Software, as Customer's sole and exclusive remedy, 3-GIS will report such Problem to the licensor of such Third-Party Software and supply Customer with any corrections or workarounds that such licensor provides to 3-GIS.

5. MODIFICATION OF 3-GIS LIVE SERVICE.

If Customer modifies the 3-GIS Live Service outside the prescribed methods outlined in the Documentation, 3-GIS will not continue to provide Maintenance for the 3-GIS Live Service.

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6. SUPPORT SERVICES MATRIX

For Customers contracting for Support Services, the following schedule of Support Services applies:

	Team or Enterprise Deployments ¹		
	Standard	Silver	Gold
Configuration Time Included Per Month (see footnote 2)	5 minutes per Web Named User	20 minutes per Web Named User	40 minutes per Web Named User
Average Turnaround Time for Support Requests (Business Days)	3	2	1
Potential Uses of Support Services Time			
Access to the 3-GIS Support Hotline (see footnote 3)	Yes	Yes	Yes
Full Database Export to Customer	Up to 1 Per Calendar Month	Up to 2 Per Calendar Month	Up to 4 Per Calendar Month
3-GIS Supported Map Services (see footnote 4)	1 Per Year	Up to 2 Per Year	Up to 4 Per Year

Footnotes:

- 1 "Professional" deployments do not include Support.
- 2 Unused minutes do not carry over from month to month. Additional Support Services hours can be purchased if needed – contact your account manager to make arrangements.
- 3 3-GIS' Support Hotline can be reached directly at +1-256-560-0744 and is available during Business Hours. All Support Services communications will be conducted in English. "Professional" deployments do not include access to the 3-GIS Support Hotline.
- 4 Additional Map Services beyond the included number may be setup for a one-time setup fee of \$1,000 per map service and a monthly maintenance fee of \$250. Data loading for new map service is included if data is in the 3-GIS telecom data model. Ask your 3-GIS Sales Contact for a quote prior to requesting the data load if data will need to be converted from a different format. Please note that external Map Services are excluded from Support.

All Customers have access to 3-GIS' Knowledge Base and Online Service Desk.

3-GIS Live Service Maintenance and Support Services terms and conditions are subject to change with 30 days' notice to Customer.

END OF SUPPORT TERMS AND CONDITIONS

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ATTACHMENT B-1: SERVICE LEVEL AGREEMENT

This Attachment B-1 sets forth the service levels applicable to the 3-GIS Live Service ordered pursuant to the terms of this Agreement. 3-GIS reserves the right to change the terms of this Service Level Agreement in accordance with the Agreement.

1. Service Commitment

3-GIS shall provide 3-GIS Live Service for Customer access twenty-four hours a day, seven days a week, as needed. 3-GIS Live Service shall be accessible via 3-GIS Web or 3-GIS Mobile for active subscriptions. 3-GIS Live Service support includes upgrades to future 3-GIS Web and 3-GIS Mobile product releases and all security releases for no additional charge. 3-GIS will use commercially reasonable efforts to make 3-GIS Live Service available with a Monthly Uptime Percentage (defined below) of at least 99.9%, during any monthly billing cycle (the "Service Commitment"). In the event 3-GIS Live Service does not meet the Service Commitment, Customer will be eligible to receive a Service Credit as described below.

3-GIS will perform data backups, server hardening, and security testing as part of providing 3-GIS Live Service.

2. Additional Definitions

a) "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which 3-GIS Live Service was in the state of "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any 3-GIS Service Level Agreement Exclusion (defined below).

b) "Unavailable" and "Unavailability" mean:

- i. when none of Customer's URL's have connectivity; and
- ii. when all of Customer's login requests return as unavailable.

c) "Service Credit" is a dollar credit, calculated as set forth below, that 3-GIS may credit back to an eligible account.

d) "Planned Downtime" means Downtime for scheduled maintenance. 3-GIS will use commercially reasonable efforts to announce Planned Downtime as early as possible but no less than three (3) Business Days beforehand.

e) "Emergency Downtime" means downtime required to repair, patch, or update components essential to the reasonable operation of 3-GIS Live Service. Emergency Downtime may occur immediately and without Customer approval. Customer notification will be provided as early as possible but no less than one (1) hour from the beginning of the Emergency Downtime.

f) "Customer Agreed Downtime" means Downtime that was agreed upon by Customer and 3-GIS.

g) "Available" or "Availability" means when the Customer whose account is active and enabled has reasonable access to the 3-GIS Live Service provided by 3-GIS, subject to the exclusions defined in Downtime Minutes below.

3. Total Monthly Minutes

The number of days in the month multiplied by 1,440 minutes per day.

4. Maintenance Time

"Maintenance Time" is the time period during which the 3-GIS Live Service may not be Available each month so that 3-GIS can perform maintenance on the system. Maintenance Time is comprised of Planned Downtime, Emergency Downtime, and Customer Agreed Downtime.

5. Downtime

"Downtime" is defined as the total number of minutes that the Customer cannot access the 3-GIS Live Service. The calculation of Downtime Minutes excludes time that the Customer is unable to access the 3-GIS Live Service due to any of the following:

- a) Maintenance Time
- b) Issues with the Customer's own Internet service provider
- c) Force Majeure event
- d) Any systemic Internet failures
- e) Any failure in the Customer's own hardware, software, or network elements

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- f) Customer's bandwidth restrictions
- g) Customer's acts or omissions
- h) Anything outside of the direct control of 3-GIS, including, but not limited to, a denial-of-service attack.
- i) Customer initiated downtime (including but not limited to configuration changes, backend data access)

6. Affected Seats

Customer may obtain a credit only for affected seats residing on the server experiencing Downtime exceeding the Service Commitment.

7. Maintenance Notices

3-GIS will communicate the date and time that 3-GIS intends to make the 3-GIS Live Service Unavailable due to Maintenance Time. The Customer understands and agrees that there may be instances where 3-GIS needs to interrupt the 3-GIS Live Service without notice in order to protect the integrity of the 3-GIS Live Service due to security issues, virus attacks, spam issues or other unforeseen circumstances. Below are the various types of Maintenance Time and their definitions:

a) Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, 3-GIS will notify Customer after or during the change.

b) Preventative Maintenance

These change controls are when 3-GIS detects an item in the environment that 3-GIS needs to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with peak being defined by 3-GIS network metrics.

c) Planned Maintenance

Typical planned maintenance can include but may not be limited to:

- i. Support on-going product and operational projects.
- ii. Deploy non-critical service packs or patches.
- iii. Periodic redundancy testing.

Where possible planned maintenance will be posted 3-days prior; however, certain circumstances may preclude 3-GIS from doing so, such as an external vendor issuing a change control to 3-GIS.

8. Customer Responsibility Minimum Requirements

The required configurations Customer must have to access the 3-GIS Live Service include:

- a) Internet connection with adequate bandwidth;
- b) Internet Browser compatible with the defined system requirements; and

9. Availability Calculations

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

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10. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the monthly total licensing and hosting charges paid by Customer (excluding one-time payments such as upfront payments made for services, premium support charges, hosting upcharges, or other non-licensing/non-hosting charges not related to monthly charges) for 3-GIS Live Service for the affected seats for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Percentage of Credit
99.00% to 99.89%	3%
98.50% to 98.99%	5%
Below 98.50%	10%

3-GIS will apply any Service Credits against future 3-GIS Live Service payments otherwise due from Customer. At 3-GIS' discretion, 3-GIS may also apply the Service Credit to any outstanding invoices or invoices due during the billing cycle in which the Unavailability occurred. Service Credits will not entitle Customer to any refund or other payment from 3-GIS. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than twenty dollars (\$20 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any Unavailability, non-performance, or other failure by 3-GIS to provide 3-GIS Live Service is the receipt of a Service Credit (if eligible).

11. Credit Request and Payment Procedures

To be eligible to receive a Service Credit, Customer must submit a support claim at the time of the "Unavailability" by opening a support ticket in the 3-GIS Problem reporting tool. To receive a Service Credit, Customer must then submit a claim by opening a case in the 3-GIS Problem reporting tool. To be eligible, the credit request must be received by 3-GIS by the end of the next billing cycle after which the incident occurred and must reference the related 3-GIS Problem ticket and must also include:

- a) the words "Service Level Agreement Credit Request" in the subject line;
- b) the dates and times of each Unavailability incident that Customer is claiming;
- c) the affected URL and/or Named User IDs
- d) Customer request logs that document the errors and corroborate the claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by 3-GIS and is less than the Service Commitment, then 3-GIS will issue the Service Credit to Customer within one billing cycle following the month in which the request is confirmed. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

12. 3-GIS Service Level Agreement Exclusions

The Service Commitment does not apply to any Planned Downtime, Customer Agreed Downtime, or Emergency Downtime. The Service Commitment does not apply to any unavailability, suspension or termination of 3-GIS Live Service, or any other 3-GIS Live Service performance issues: (i) that result from a suspension of services described in the Agreement; (ii) caused by factors outside of 3-GIS' reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of 3-GIS Live Service; (iii) that result from any actions or inactions of Customer or any Third Party, including failure to acknowledge a recovery volume; (iv) that result from Customer's equipment, software or other technology and/or Third Party equipment, software or other technology (other than Third Party equipment within 3-GIS' direct control); (v) that result from failures of the 3-GIS server infrastructure or volumes not attributable to Unavailability; (vi) that result from any maintenance as provided for pursuant to the Agreement; or (vii) arising from 3-GIS' suspension and termination of your right to use 3-GIS Live Service in accordance with the Agreement (collectively, the "3-GIS Service Level Agreement Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then 3-GIS may issue a Service Credit considering such factors at its sole discretion.

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END OF SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS

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ATTACHMENT B-2 - ADDENDUM FOR GOOGLE STREET VIEW TILE ACCESS

Only in the event that Customer orders Google Street View licensed tile access as indicated in an Order, the following additional terms and conditions apply to Customer's Licensed Tile Access (as such term is defined below).

1. LICENSE GRANT.

1.1 In accordance with the Customer's order as set forth in an Order, and upon payment of the associated fee set forth in an Order, Customer is hereby granted a personal, limited duration, non-transferable, and nonexclusive license to access Google Street View Tiles exclusively through the 3-GIS Web application ("Licensed Tile Access").

2. DURATION OF THE LICENSE. The fixed duration of the Licensed Tile Access runs concurrently with the fixed license duration of for Google Street View Tiles as set forth in the applicable Order.

3. TITLE. Title to the Google Maps Tile API Service and the Google Street View Tiles remains at all times with Google.

4. SPECIAL TERMS AND CONDITIONS. Notwithstanding anything in the Agreement to the contrary:

4.1 The following terms and conditions applicable to Licensed Tile Access, Google Maps, Google Street View, and Google Earth (each a "Google Service" and collectively the "Google Services") are incorporated by reference as if they were fully set out herein, and are listed in order of precedence if there is a conflict between such terms:

(i) the Google Services' Acceptable Use Policy at <https://cloud.google.com/maps-platform/terms/other/universal-aup/>;

(ii) the Google Services' Legal Notices at https://maps.google.com/help/legalnotices_maps/; and

(iii) the Google Services' Additional Terms of Service at https://maps.google.com/help/terms_maps.html.

Customer shall use the Google Services in a manner that is consistent with these above-referenced terms and conditions and shall compel all of its users to do the same.

4.2 Use of Licensed Tile Access shall be limited strictly to obtaining access of Google Services through the 3-GIS Web application.

4.3 The base fee for the Licensed Tile Access is set forth in an Order.

Google and Street View are the registered trademarks of Google LLC. ©2018 Google LLC All rights reserved.

END OF ADDENDUM FOR GOOGLE STREET VIEW TILE ACCESS

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ATTACHMENT C - SERVICES TERMS AND CONDITIONS

The additional terms and conditions set forth in this Attachment C and the General Terms and Conditions of the Agreement shall govern the provision of 3-GIS Services as described in an Order.

1. ALLOCATION OF INTELLECTUAL PROPERTY AND GRANT OF LICENSES

1.1 License to Use the Deliverables. Subject to the restrictions set forth below and in an Order, 3-GIS grants to Customer a personal, nontransferable, nonexclusive license to use and copy the Deliverables solely for Customer's internal business purposes including providing services and Deliverables for its customers as identified in an Order. This license shall include the right for the Customer to permit access to the Deliverable to Customer's consultants, contractors, or suppliers who as part of their agreement with Customer have a need to receive or use copies of such Deliverables as long as such consultant, contractor, supplier, or customer is subject to an agreement requiring such consultant, contractor, or supplier to maintain the confidentiality of the Deliverable, and which limits the use of the Deliverable by the consultant, contractor, or supplier to providing services to Customer. Customer shall include a 3-GIS copyright notice on all copies of Deliverables. The Services and any Deliverables are not "work for hire" and 3-GIS shall own all right, title, and interest to the Deliverables. No direct or indirect ownership interest, license right, or usage right in the Services or Deliverables are granted or created by implication.

1.2 Ownership of Newly Created Intellectual Property. Any Intellectual Property, including any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention") or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship") created during the course of the Services shall be the sole and exclusive property of the creating Party.

1.3 No Rights By Implication. No direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other Intellectual Property, including software or patents, are granted or created by implication in this Agreement. Any grant of an ownership interest or license rights in an Invention, Work of Authorship or other Intellectual Property including software or patents must be negotiated in a separate agreement. 3-GIS will use reasonable efforts to inform Customer of any 3-GIS owned Inventions, Works of Authorship, or other Intellectual Property that 3-GIS believes may be necessary for Customer to use the Deliverable or to meet the purposes set forth in this Agreement.

1.4 License Restrictions. In respect to any Deliverables provided pursuant to this Agreement or Order made hereunder, Customer shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of Customer's internal business organization. Customer shall not reverse engineer, decompile, disassemble, or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of any Deliverable. Unless otherwise provided in an Order, Deliverables may only be used in connection with 3-GIS products and services. Unless otherwise provided in an Order, nothing in this Agreement grants Customer a license to use 3-GIS software products.

1.5 Similar Work for Other Customers. 3-GIS may perform the same or similar services for others, including providing the same or similar conclusions and recommendations provided that Customer Confidential Information is not disclosed.

1.6 3-GIS Know-How. Customer acknowledges that during its normal course of dealings with 3-GIS, 3-GIS and its personnel may create, develop, or become acquainted with certain ideas, concepts, methods, techniques, processes, and skills (collectively referred to as "Know How") pertaining to the products and services developed and provided to Customer under this Agreement. Customer hereby agrees that 3-GIS shall be entitled to use, disclose, distribute, and otherwise employ any such Know How in conducting its business, including the performance of services and development of software for other customers.

2. CUSTOMER'S RESPONSIBILITIES

2.1 Access to Premises and Information. During the performance of any Service pursuant to an Order, Customer shall:

- Cooperate with 3-GIS in all matters relating to the Services and appoint a Customer employee to serve as the primary contact with respect to the Services and who will have the authority to act on behalf of Customer with respect to matters pertaining to the performance of this Agreement;
- Provide such reasonable requested access to and use of the premises (including weekend and after-hours access), equipment, or software of Customer, its customer, and/or any other Third Party as 3-GIS deems necessary to perform the Services, including appropriate workspace accommodations, office supplies, network connectivity, telephone service, and meeting room facilities;

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- Provide such documentation or other information as 3-GIS may request in order to carry out the Services in a timely manner and ensure that such documentation or other information is complete and accurate in all material respects; and
- Review and provide timely feedback to 3-GIS on all Deliverables and provide qualified technical personnel to support 3-GIS as needed during performance of the Services.

2.2 Responsiveness. Customer shall respond promptly to any 3-GIS request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for 3-GIS to perform Services and fulfill this Agreement, including the associated schedule.

2.3 Customer Data. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up prior to 3-GIS executing the Services. In the unlikely event of data loss or corruption, the Customer will be responsible for restoring its systems, software, and/or data back to their original state.

2.4 Additional Responsibilities. Any additional Customer responsibilities will be described in an Order or a Specification.

3. WARRANTY AND DISCLAIMER OF WARRANTIES

3.1 Warranty. 3-GIS warrants that the Services and Deliverables provided will substantially conform to the applicable Specification(s) associated with such Services and Deliverables as set forth in an Order or other mutually agreed Specification document, and the Services will be performed in a professionally diligent manner by qualified personnel ("Satisfactory Work").

3.2 Correction of Unsatisfactory Work. 3-GIS will respond with qualified personnel to any Service or Deliverable which is not Satisfactory Work that has been reported by Customer within thirty (30) days of the performance of a Service or receipt of a Deliverable. 3-GIS will reperform the Service or provide a revised Deliverable at no additional charge to Customer.

3.3 Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ATTACHMENT, 3-GIS:

3.3.1 MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE;

3.3.2 DISCLAIMS ALL OTHER CONDITIONS, WARRANTIES, OR OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS AGREEMENT OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE; AND

3.3.3 NEITHER ASSUMES NOR ACCEPTS ANY LIABILITY TO CUSTOMER OR ITS CUSTOMERS WITH RESPECT TO THE QUALITY OR SUFFICIENCY OF ANY RESULTS TO BE ACHIEVED BY THE USE OF THE SERVICES AND ANY DELIVERABLES OR OTHER INFORMATION FURNISHED TO CUSTOMER.

3.4 Post Warranty Maintenance. Customer shall be responsible for the maintenance of any Deliverables provided. In the event Customer elects to have 3-GIS perform such maintenance, such maintenance must be explicitly provided pursuant to a separate order.

3.5 Time and Materials Limitations. For Time and Materials Services, the Services will be provided up to the maximum amount of time as stated in an Order. 3-GIS shall have no obligation to work beyond the number of hours set forth in an Order. 3-GIS cannot commit to firm Deliverables, guaranteed results, or a fixed schedule of performance on a Time and Materials Services engagement. 3-GIS will apply diligent effort to the purpose stated in an Order or applicable Specification, however, should the Services require more time than estimated, 3-GIS will require a Change Order prior to performing additional Services.

END OF SERVICES TERMS AND CONDITIONS

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ATTACHMENT D - API ACCESS TERMS AND CONDITIONS

This API Access Attachment (“**Attachment**”) to that certain 3-GIS Live Subscription and Professional Services Master Agreement sets forth the additional terms and conditions which, along with the terms and conditions set forth in the Agreement, shall govern the access and use of the 3-GIS API.

1. Definitions.

(a) “**API**” means the application programming interface and any API Documentation or other API materials made available to Customer by 3-GIS.

(b) “**API Documentation**” means the API documentation made available to Customer by 3-GIS from time to time.

(c) “**Customer Applications**” means any software, firmware, or hardware Customer causes to interact with the API.

2. API Access. Subject to and conditioned on its compliance with all terms and conditions set forth in this Attachment and the Agreement, 3-GIS shall provide the Customer during the term and for the usage tier set forth in the applicable API Order access to and use of the 3-GIS API solely for its internal business purposes solely in conjunction with the 3-GIS Live Service. Customer acknowledges that there are no implied licenses granted under this Attachment. 3-GIS reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without its prior written consent.

3. Use Restrictions. In addition to all usage restrictions set forth in the Agreement, except as expressly authorized under this Attachment, Customer may not:

(a) copy, modify, or create derivative works of the API, in whole or in part;

(b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part; or

(d) use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

Customer will comply with all terms and conditions of this Attachment, all applicable laws, rules, and regulations.

4. Customer Applications. Customer agrees to monitor the use of the API for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Attachment or the Agreement. As between Customer and 3-GIS, Customer is responsible for all acts and omissions of its users in connection with Customer Application and use of the API, if any. Customer agrees that Customer is solely responsible for posting any privacy notices and obtaining any consents from its users required under applicable laws, rules, and regulations for their use of Customer Applications.

5. No Support Services; Updates. Nothing in this Attachment or the Agreement entitles Customer to any Support Services for the API. Customer acknowledge that 3-GIS may update or modify the API from time to time and at its sole discretion (in each instance, an “**Update**”). Updates may adversely affect how Customer Applications communicate with the 3-GIS Live Service. Customer is required to make any changes to Customer Applications that are required for integration as a result of such Update at its sole cost and expense.

6. Intellectual Property Ownership; Feedback. Customer acknowledges that 3-GIS and/or its licensors own all right, title, and interest, including all intellectual property rights, in and to the API and the 3-GIS. Customer will promptly notify 3-GIS if Customer becomes aware of any infringement of any intellectual property rights in the API. If Customer or any of its employees, contractors, and agents sends or transmits any communications or materials to 3-GIS by mail, email, telephone, trouble ticket, or otherwise, suggesting or recommending changes to the API and/or the 3-GIS Live Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), all such Feedback is and will be treated as non-confidential. Customer hereby assign to 3-GIS on its behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and 3-GIS is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although 3-GIS is not required to use any Feedback.

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7. Disclaimer of Warranties. Notwithstanding anything in the Agreement or this Attachment to the contrary, THE API IS PROVIDED “AS IS” AND 3-GIS SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. 3-GIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. 3-GIS MAKES NO WARRANTY OF ANY KIND THAT THE API, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY THIRD PARTY’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY CUSTOMER APPLICATIONS, SYSTEM, OR OTHER SERVICES, OR ANY THIRD PARTY’S SOFTWARE, HARDWARE, FIRMWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8. Export Regulation. In addition to the export obligations set forth in the Agreement, Customer will not make the API accessible from or to any jurisdiction or country to which export, re-export, or release is prohibited by applicable law, rule, or regulation.

END OF ATTACHMENT D