

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: 3-GIS, LLC	DATE ISSUED:	<u>AUGUST 24, 2021</u>
350 MARKET STREET NE, SUITE C	CONTRACT NO:	<u>22-DTS-SLA-301</u>
DECATUR, ALABAMA 35601	CONTRACT TITLE:	<u>FIBER MANAGEMENT SOFTWARE</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DTS-SLA-301 including any attachments or amendments thereto.

EFFECTIVE DATE: AUGUST 26, 2021

EXPIRES: AUGUST 25, 2022

RENEWALS: FOUR (4) 12-MONTH PERIODS FROM AUGUST 26, 2022 TO AUGUST 25, 2026

COMMODITY CODE(S): 72523, 83883

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 22-DTS-SLA-301

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: SCOTT STRICKLIN

VENDOR TEL. NO.: (682) 209-4072

EMAIL ADDRESS: SSTRICKLIN@3-GIS.COM

COUNTY CONTACT: ISHAI TRANI (DTS AND TECHNOLOGY SERVICES)

COUNTY TEL. NO.: (703) 228-3408

COUNTY CONTACT EMAIL: ITRANI@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title: Procurement Officer

Date: August 24, 2021

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 22-DTS-SLA-301

THIS AGREEMENT is made, on August 26, 2021, between **3-GIS, LLC**, 350 Market Street NE, Suite C, Decatur, Alabama 35601 (“Contractor”), an Alabama limited liability Company authorized to do business in the Commonwealth of Virginia, and the **County Board of Arlington County, Virginia** (“County”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – County Nondisclosure and Data Security Agreement (Contractor)
- Exhibit D – 3-GIS Live Subscription and Professional Services Agreement
- Exhibit E – GIS Live Service Terms and Conditions
- Exhibit F – GIS Live Service Maintenance & Support Services Terms and Conditions
- Exhibit F-1 – Service Level Agreement
- Exhibit F-2 – Addendum For Google Street View Tile Access
- Exhibit G – Services Terms and Conditions

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work”, the primary purpose of the Work is fiber management software solution, including maintenance and support, of the County’s fiber optic cable network, ConnectArlington. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. The Work will commence on August 26, 2021 and must be completed no later than August 25, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than four additional 12-month periods, from August 26, 2022 to August 25, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until July 31, 2022 ("Price Adjustment Date"). Adjustments to the Contract Amount/unit price(s) will not exceed the rates set forth in Exhibit B unless agreed by the parties in writing.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

7. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

13. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

19. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

20. INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

22. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written

approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

23. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

24. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit C) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract

Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection**. The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements**. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract**. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents**. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information.
- (g) **Subcontractors**. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

25. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

26. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

27. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

28. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

29. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

30. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

31. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

32. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

33. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

34. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

35. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

36. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County

Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

37. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

38. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

39. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

40. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

41. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

42. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

43. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

44. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

45. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

46. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a

delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Scott Stricklin, Global Vice President
350 Market Street NW Suite C
Decatur, Alabama 35601
Tel:(682)-209-4072
Email: sstricklin@3-gis.com

TO THE COUNTY:

Ishai Trani, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 600
Arlington, Virginia 22201
Tel : (703)228-3408
Email : itrani@arlingtonva.us

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

47. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

48. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

49. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the

coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Cyber Liability - \$2,000,000 per occurrence.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the

deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

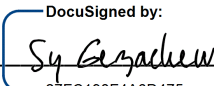
50. COUNTERPARTS

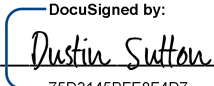
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

3-GIS, LLC

AUTHORIZED
SIGNATURE:  DocuSigned by:
27FC198F4A6D475...

AUTHORIZED
SIGNATURE:  DocuSigned by:
75D3145BFE8F4D7...

NAME: SY GEZACHEW

NAME: Dustin Sutton

TITLE: PROCUREMENT OFFICER

TITLE: President

DATE: 8/24/2021

DATE: 8/23/2021

EXHIBIT A

SCOPE OF WORK

The primary purpose of the Work is fiber management software solution, including maintenance and support, of the County's fiber optic cable network, ConnectArlington.

EXHIBIT B
Contract Pricing

A. 3-GIS will invoice the County annually based on the below pricing schedule for a 5 year term

3-GIS Product	Subscription Duration	Quantity	Unit Fee	Annual Fee
3-GIS Live - Enterprise Advanced Web Named User Access	Annual Licensing Fee	5	\$5,760	\$28,800
3-GIS Live - Enterprised Basic Web Named User Access	Annual Licensing Fee	5	\$2,880	\$14,400
Google Street View API Access-Annual	Annual Licensing Fee	10	\$240	\$2,400
				\$45,600

The Period of Performance of each annual term and invoicing cycle is listed below:

Annual Term	Period of Performance	Annual Fee
Year 1 License Term	8/26/2021- 8/25/2022	\$45,600
Year 2 License Term	8/26/2022- 8/25/2023	\$45,600
Year 3 License Term	8/26/2023- 8/25/2024	\$45,600
Year 4 License Term	8/26/2024- 8/25/2025	\$45,600
Year 5 License Term	8/26/2025- 8/25/2026	\$45,600
5 Year Total		\$228,000

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of 3-GIS, LLC (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 22-DTS-SLA-301 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

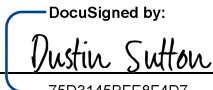
Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
75D3145BFE8F4D7...

Printed Name and Title: Dustin Sutton _____

Date: 8/23/2021 _____

EXHIBIT B
Contract Pricing

A. 3-GIS will invoice the County annually based on the below pricing schedule for a 5 year term

3-GIS Product	Subscription Duration	Quantity	Unit Fee	Annual Fee
3-GIS Live - Enterprise Advanced Web Named User Access	Annual Licensing Fee	5	\$5,760	\$28,800
3-GIS Live - Enterprised Basic Web Named User Access	Annual Licensing Fee	5	\$2,880	\$14,400
Google Street View API Access-Annual	Annual Licensing Fee	10	\$240	\$2,400
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The Period of Performance of each annual term and invoicing cycle is listed below:

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Year 4 License Term	8/26/2024- 8/25/2025	\$45,600
Year 5 License Term	8/26/2025- 8/25/2026	\$45,600
5 Year Total		\$228,000

EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

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In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted ; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, and running the latest version of an industry-standard virus protection program. The Contractor will ensure that all user accounts and passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, information security, disaster recovery and other best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT – D

GIS Live Subscription and Professional Services Agreement³

GIS will make available to Customer certain 3-GIS proprietary services, including related proprietary Documentation, and Maintenance and Support Services, all as specifically defined in this Agreement and as described in individual Orders to this Agreement. Each Order will include a description of the services to be provided or performed, any associated Deliverables, and the associated fees. Before 3-GIS will perform any service, Customer and 3-GIS must execute a corresponding Order.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 “3-GIS IP” means 3-GIS or 3-GIS Affiliate developed, created, or prepared Intellectual Property, but does not include Customer Data.

1.2 “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.

1.3 “Business Day” means a day other than Saturday, Sunday, or 3-GIS’ company holidays.

1.4 “Business Hours” means 8:00 a.m. to 5:00 p.m. US Central time on Business Days.

1.5 “Change” means any modification to the terms of an Order.

1.6 “Change Order” means any document agreed to by both Parties to effectuate a Change.

1.7 “Confidential Information” means information of a Party to this Agreement which is provided or disclosed to the other and is marked as confidential or proprietary. If the information is initially disclosed orally then it must be designated as confidential or proprietary at the time of the initial disclosure or within twenty (20) days after disclosure, the information must be reduced to writing and marked as confidential or proprietary. No information of the disclosing Party will be considered Confidential Information to the extent the information:

- (a) is in the public domain through no fault of the recipient either before or after disclosure; or
- (b) is in the possession of the recipient prior to the disclosure, or thereafter is independently developed by recipient’s employees or consultants who have had no prior access to the information; or
- (c) is rightfully received from a Third Party without breach of any obligation of confidence.

1.8 “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.

1.9 “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.

1.10 “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.

1.11 “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.

1.13 “Fixed Price Services” means Services provided for a fixed fee as set forth in an Order.

1.14 “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.

1.15 “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”.

1.16 “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.

1.17 “Non-Production Environment” means the computing environment composed of hardware systems and software applications being used only for the Customer’s internal test, training, and development use.

1.18 “Order” or means each documented purchase of any item or service referencing this Agreement and executed by authorized representatives of both Parties.

1.19 “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

1.20 “Professional Services” means the work, services, projects, assignments, or tasks 3-GIS shall perform as specifically set forth in an Order.

1.21 “Service(s)” means 3-GIS Live Service, Professional Services, Support Services, and/or any other service or task as described in an Order.

1.22 “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.

1.23 “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.

1.24 “Subscribed 3-GIS Live Service” means the 3-GIS Live Service subscription that Customer purchases under an Order.

1.25 “Third Party” means any Person not a signatory to this Agreement.

1.26 “Third Party Software” means any software that is not 3-GIS IP.

1.27 “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. PAYMENTS. Payments to 3-GIS must be in United States dollars and paid utilizing one of the following two methods:

Wire Transfer:

Beneficiary Bank:

PNC Bank, N.A.

249 Fifth Avenue

Pittsburgh, PA 15222

Beneficiary Bank Account Name: 3-GIS LLC

Beneficiary Bank Account Number: 3120135878

Routing/ABA Number: 083000108

Beneficiary: 3-GIS, LLC

350 Market St, NE Suite C

Decatur, AL 35601

Please send an email to: accounting@3-GIS.com immediately following wire transfer.

OR

Mail a check to:

3-GIS, LLC
Attention: Accounting Officer
350 Market St NE; Suite C
Decatur, AL 35601

3. OVERDUE PAYMENTS. If Customer fails to make any payment when due then, in addition to all other remedies that may be available: (i) 3-GIS may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the maximum rate permitted under applicable law; and (ii) if such failure continues for ten (10) or more days following any notice that a payment is overdue, 3-GIS may suspend performance of any service ordered pursuant to this Agreement, including returning any on-site personnel to their usual work locations, until all past due amounts and interest thereon have been paid. The costs and expenses of any ramp-down and any subsequent re-start occasioned by this clause (including travel expenses) shall be fully borne by Customer. 3-GIS shall incur no liability to Customer or any Person as a result of a suspension occasioned by this clause.

4. LIMITATION OF LIABILITY. IN NO EVENT WILL 3-GIS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES EVEN IF 3-GIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL 3-GIS' LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT 3-GIS HAS BEEN PAID BY CUSTOMER ASSOCIATED WITH THE ORDER UNDER WHICH THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES HAS OCCURRED, EXCEPT THAT THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION.

5. PUBLICITY. Except as expressly stated below, neither Party has any right or license to use in advertising, publicity, promotion, marketing, or other similar activity, any name, trade name, trademark, or other designation including any abbreviation, contraction, or simulation of the other without the prior, express, written permission of the other Party. Notwithstanding the foregoing, (i) 3-GIS may identify Customer as a 3-GIS customer and user of products and services provided under this Agreement without the prior written consent of Customer and (ii) Customer may identify 3-GIS as a vendor of the products and services provided under this Agreement without the prior written consent of 3-GIS.

6. COMPLIANCE WITH LAWS. Customer agrees to comply with all applicable laws and is responsible, at its sole cost and expense, for obtaining any and all governmental licenses, permits, authorizations, passes and approvals that may be required in connection with this Agreement.

7. ENGLISH LANGUAGE. Unless otherwise explicitly stated in an Order, 3-GIS shall provide all Services, materials, and Documentation in the English language.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT E - 3-GIS LIVE SERVICE TERMS AND CONDITIONS

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 Exhibit F-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 Order 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.

2.4 Usage Restrictions. In addition to any restrictions or limitations as set forth in an Order, Customer will not (a) make any Service or content available to anyone other than Named Users, or use any Service or content for the benefit of, anyone other than Customer, unless expressly stated otherwise in an Order or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or content, or include any Service or content in a service bureau or outsourcing offering, (c) use a Service or Non 3-GIS Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non 3-GIS Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or content in a way that circumvents a contractual usage limit, or use of any of 3-GIS Live Service in a manner that violates the AWS Acceptable Use Policy (presently accessible at <https://aws.amazon.com/aup/>), which is incorporated herein by reference as if promulgated by 3-GIS (the "Acceptable Use Policy"), or to access or use any 3-GIS Intellectual Property except as permitted under this Agreement, an Order, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy content except as permitted herein or in an Order or the Documentation, (j) frame or mirror any part of any Service or content, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the Documentation, or (k) disassemble, reverse engineer, decompile, or attempt to derive or gain access to the source code associated with the 3-GIS Live Service, or (l) access any Service or content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the 3-GIS Live Service, (3) copy any ideas, features, functions or graphics of the 3-GIS Live Service or (4) determine whether the 3-GIS Live Service is within the scope of any patent. Any use of the 3-GIS Live Service in breach of this Agreement, Documentation or Orders, by Customer or Named Users that in 3-GIS judgment threatens the security, integrity or availability of 3-GIS services, may result in 3-GIS immediate suspension of the 3-GIS Live Service, however 3-GIS will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

2.5 Removal of Content and Non 3-GIS Applications. If 3-GIS is required to remove content or receives information that content provided to Customer may violate applicable law or Third Party rights, 3-GIS may so notify Customer and in such event, Customer will promptly remove such content from Customer systems. If 3-GIS receives information that software or content not belonging to 3-GIS ("Non 3-GIS Material") hosted in the 3-GIS Live Service may violate 3-GIS' Acceptable Use Policy or applicable law or third-party rights, 3-GIS may so notify Customer and in such event Customer will promptly disable or remove such Non 3-GIS Material or modify the Non 3-GIS Material to resolve the potential violation. If Customer does not take required action in accordance with the above, 3-GIS may disable the applicable Non 3-GIS Material until the potential violation is resolved.

3. THIRD PARTY PROVIDERS.

3.1 3-GIS or Third Parties may make Non 3-GIS Material or other services available to Customer. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Third Party provider, product, or service is solely between Customer and the applicable Third Party. 3-GIS does not warrant or support Third Party products or services.

3.2 Third Party Applications and Customer Data. If Customer chooses to use Non 3-GIS Material with a Service, Customer grants 3-GIS permission to allow the Non 3-GIS Material and its provider to access

Customer Data as required for the interoperation of that Non 3-GIS Material with the 3-GIS Live Service. 3-GIS is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such Non 3-GIS Material or its provider.

3.3 Interoperation with Third Party Applications. The 3-GIS Live Service may contain features designed to interoperate with Third Party applications. To use such features, Customer may be required to obtain access to such Third Party application from such Third Party providers and may be required to grant 3-GIS access to Customer account(s) on such Third Party application. 3-GIS cannot guarantee the continued availability of such features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the Third Party ceases to make the Third Party application available for interoperation with the corresponding 3-GIS Live Service features in a manner acceptable to 3-GIS.

3.4 Third Party Software. Customer agrees to execute any applicable Third Party license agreement for Third Party Software that is delivered to Customer as part of an Order. Any Third Party Software furnished to Customer by 3-GIS shall remain the property of the respective Third Party. THIRD PARTY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, OPEN SOURCE SOFTWARE, IS PROVIDED ON AN "AS IS" BASIS.

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. 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 destroy 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

EXHIBIT F
MAINTENANCE AND SUPPORT SERVICES TERMS AND CONDITIONS
FOR 3-GIS LIVE SERVICE

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 Exhibit, and (3) providing Enhancement Releases. Support Services, if ordered, are provided in accordance with the Support Services Matrix in this Exhibit.

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.

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 Exhibit.

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 from 3-GIS, 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.

6. SUPPORT SERVICES MATRIX

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

	<i>Team or Enterprise Deployments</i> ¹		
	<i>Standard</i>	<i>Silver</i>	<i>Gold</i>
Configuration Time Included Per Month (see footnote 2)	5 minutes per Named User	20 minutes per Named User	40 minutes per 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

EXHIBIT F-1

SERVICE LEVEL AGREEMENT

1. Service Commitment

3-GIS shall provide a fully functional 3-GIS Live Service for Customer to 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
- 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

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 99.50%	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) in accordance with the terms of this Service Level Agreement.

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.

END OF SERVICE LEVEL AGREEMENT TERMS AND CONDITIONS

EXHIBIT F-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, nontransferable, 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.

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END OF ADDENDUM FOR GOOGLE STREET VIEW TILE ACCESS

EXHIBIT G - SERVICES TERMS AND CONDITIONS

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 work space accommodations, office supplies, network connectivity, telephone service, and meeting room facilities;
- 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 EXHIBIT, 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.

4.5 Customer Affiliates. 3-GIS is not required to indemnify or defend Customer against Claims brought by any Customer Affiliate.

4.6 Exclusive Remedy. This article entitled "Indemnification Provisions" provides the sole and exclusive remedies of Customer and 3-GIS' entire liability in the event of a Claim. Customer has no right to recover and 3-GIS has no obligation to provide any other or further remedies, whether under another provision of the Agreement or any other legal theory or principle in connection with a Claim.

END OF SERVICES TERMS AND CONDITIONS