



## MASTER AGREEMENT COVER PAGE

The attached documents describe the relationship between **SPATIAL DATA LOGIC, LLC. ("SDL")** and the **"Customer"** identified below (each a **"Party"**). The documents attached to this **"Cover Page"** consist of the General Terms and Conditions (**"General Terms"**), which describe and set forth the general legal terms governing the relationship and includes at least one (1) or more addenda executed by both Parties describing and setting forth additional covenants between the Parties (collectively, the **"Agreement"**). This Agreement enters into effect (**"Effective Date"**) as of the date set forth below or, in the alternative if no date is indicated, as of the date of the latter signature in the block below.

### EFFECTIVE DATE OF THIS AGREEMENT:

### CUSTOMER INFORMATION:

Name/Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

### ADDENDA (Check the appropriate boxes below to indicate which Addenda are initially executed and attached to this Agreement.)

☐ SDL Hosting Addendum

☐ Professional Services Addendum

☐ Support Addendum

### EXECUTION BY THE PARTIES:

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**Customer:**

**SPATIAL DATA LOGIC LLC.**

**By (Signature):**

**By (Signature):**

**Name (Printed):**

**Name (Printed):**

**Title:**

**Title:**

**Date:**

**Date:**

# SPATIAL DATA LOGIC, LLC.

## GENERAL TERMS AND CONDITIONS

**1. SCOPE.** Subject to the terms of this Agreement, Customer may use or receive the SDL Software and Services that Customer selects in order forms (each an “**Order**”) executed in writing by both parties or entered into by Customer on-line through SDL’s website and which are hereby incorporated by reference to and are part of the Agreement. Additional and supplemental terms will be executed in form of Addenda. In the event of a conflict between the General Terms and any Addendum, the Addendum shall control. In the event of a conflict between the General Terms, an Addendum and an Order, the General Terms and Addendum, as applicable, shall govern over the Order.

### **2. DEFINITIONS, PRODUCTS AND SERVICES.**

**2.1 Definitions.** Certain capitalized terms used in this Agreement, not otherwise defined, shall have the meanings set forth or cross-referenced below.

“**Aggregated Data**” refers to any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by use of the SDL Software, and which SDL collects, gathers and aggregates periodically as part of its services and the use of the SDL Software. SDL (its affiliates, licensors, partners and designated agents) may use this information for its own purposes, including to create, monitor and improve its products, and services or to provide customized services or technologies to their customers. SDL collects and uses this information in accordance with its privacy policies and applicable data protection laws. As between SDL and Customer, Aggregated Data (i) is property of SDL; (ii) is Confidential Information of SDL; and (iii) does not include personally identifiable Customer Data.

“**Authorized System**” means all computer systems, storage devices and networks owned, operated or under the supervision and control of Customer.

“**Confidential Information**” means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the SDL Software and the Documentation shall be considered SDL’s Confidential Information.

“**Documentation**” means SDL’s then current standard user manuals, specifications, and/or product related documentation generally made available to customers of SDL, in printed or electronic format, and any updates thereto.

“**Customer Data**” means all data, information, records, and other content, including, without limitation, any information, archives, permits, licenses, or public records provided, uploaded, transmitted, inputted, edited, authored, generated, managed, or otherwise submitted by Customer or its Users into the SDL Software or SDL Hosting. Customer Data is Confidential Information of Customer.

“**Professional Services**” means any other ancillary and separate services that may be provided by SDL at the express request of Customer, under a fixed fee or time-and-material basis at SDL’s then-current rates and solely under the terms of a separate Professional Services Addendum independently executed (i.e. signed), with its correspondent Work Statements. Professional Services may include without limitation, consulting, training, customization services, on-site support or other professional services. Professional Services are out-of-plan services, not included in the Support Services.

“**SDL Software**” refers, collectively, to SDL’s proprietary enterprise software solution comprised of the SDL Desktop, SDL Portal and SDL Mobile, all of which SDL furnishes to Customer as an integrated solution in the form of installable software in object code under a client/server configuration, and/or on a software-as-a-service basis (“SaaS”) which may sync with the client/server configuration, and all additional applications and Updates therein.

“**SDL Desktop**” refers to the executable, object code version of SDL Software that is licensed for installation on Authorized Systems on a client/server basis.

“**SDL Mobile**” refers to SDL’s proprietary mobile application that is made available to Customer and its Users for download on portable or mobile devices, for access and use of the features and modules of the SDL Software.

“**SDL Portal**” refers to the provision of access to the SDL Software on a software-as-a-service (“SaaS”) configuration for access and use by Customer via internet access.

“**SDL Hosting**” refers to the hosting services provided by SDL to enable access to the SDL Software as hosted, configured and maintained by (or on behalf of) SDL and which includes access to the functionalities of the SDL Software and to Customer Data and which is provided under the terms of a separate SDL Hosting Addendum independently executed (i.e., signed).

“**SDL Online**” refers to the web- based service functionality from SDL Desktop that allows Customer to modify and work online with data from SDL Desktop. The service may be activated by request on an Order upon meeting any applicable licensing requirements.

“**Services**” means collectively those installation, deployment, configuration, training, Professional Services, Support Services, and related services that are agreed upon and set forth in the applicable Order.

**“Support Services”** means technical support and maintenance of SDL Software. Support Services are generally included in the SDL Software price (unless otherwise expressly indicated) under the terms of the Support Services Addendum attached hereto or in a separate Order.

**“Subscription Term”** refers to the period of time, from activation date, as set forth in an Order, during which SDL will provide to Customer the right to use the SDL Software, plus any renewal terms.

**“Updates”** refer collectively to improvements, updates, minor enhancements, error corrections, workarounds, release notes, bug-fixes, minor upgrades and changes to the SDL Software and published user Documentation which improves existing functionality (excluding new product releases or features), and which are made generally available without a separate charge to Customers as part of the Support Services.

**“User”** means, collectively, any individual employee, agent, or contractor of Customer who accesses the SDL Software and uses Documentation under the rights granted to Customer hereunder, and who can only do so acting on Customer’s behalf and for the benefit of Customer in the operation of Customer’s own internal business.

**2.2 License Grant and Right of Access.** Subject to the terms and conditions of this Agreement, during the Subscription Term, SDL hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license (i) to install and operate the installable software components of the SDL Software in object code only, on one (1) Authorized System for SDL Desktop; (ii) to access the features of the SDL Software on a software-as-a-service basis which will be made available to the Customer at a URL (SDL Portal and SDL Online access) or via a mobile application (SDL Mobile) maintained by SDL; and (iii) to download and install copies of SDL Mobile on mobile devices for the purpose of accessing and using the SDL Software. Notwithstanding the foregoing, if Customer has purchased SDL Hosting for the SDL Software, no local copy of the SDL Software will be provided to Customer. All use of the SDL Software in such instances shall be through the SDL Hosting. The Customer may only use the SDL Software in accordance with the Documentation, exclusively for Customer’s internal business operations and not for the benefit of any other person or entity. The license(s) granted herein are solely for use up to the number of Users or Computers or Seats for which the appropriate fees have been paid as set forth in the applicable Order. Customer’s use of the SDL Software may be subject to certain additional limitations, such as, for example, limits on storage capacity for Customer Data. Any such limitation will be specified in the Order or in the Documentation. This license gives Customer the right to make up to three (3) copies of the installable SDL Software solely for back-up purposes. SDL may, in its discretion, permit additional installation of the SDL Software licensed hereunder for internal non-production use, if expressly set forth in an Order. Additionally, Customer understands and agrees that access to or use of certain features of the SDL Software shall be subject to SDL’s then standard terms of service made available at <http://www.spatialdatalogic.com/terms> or other location designated by SDL. In the event of a conflict between the foregoing standard terms of service and the body of this Agreement, the body of this Agreement will govern.

**2.3 Documentation License.** Subject to the terms and conditions contained in this Agreement, SDL hereby grants to Customer a non-exclusive, non-transferable right and license without the right to modify or create derivative works, to use and to make copies of the Documentation during the Subscription Term, for Customer’s internal business purposes in connection with its use of the SDL Software as contemplated herein. Customer acknowledges that the Documentation is SDL’s Confidential Information. Customer agrees to ensure that all proprietary notices placed on the original copies by SDL (or its licensors), like copyright notices, trademark notices, and confidentiality notices, are also included in the same manner on all copies. Copies of the Documentation may not be distributed to persons who are not Customer’s Users. This license may not be sublicensed, in whole or in part.

**2.4 Restrictions.** All rights not expressly granted to Customer herein are expressly reserved to SDL and its licensors and suppliers. Unless otherwise expressly provided in writing by SDL, the SDL Software and SDL Hosting may only be used by Customer and its Users. Customer shall not, directly or indirectly, and Customer shall not permit any user or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SDL Software or SDL Hosting; (b) modify, translate, or create derivative works based on any element of the SDL Software or SDL Hosting or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SDL Software or SDL Hosting; (d) use the SDL Software or SDL Hosting for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the SDL Software or SDL Hosting without SDL’s prior written consent; (g) use the SDL Software or SDL Hosting for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SDL Software or SDL Hosting; (i) introduce any open source software into the SDL Software or SDL Hosting; or (j) attempt to gain unauthorized access to the SDL Software or SDL Hosting or their related systems or networks.

**2.5 Users.** Customer acknowledges and agrees that it shall be responsible for all acts and omissions of Users, and any act or omission by an User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Agreement as applicable to such User’s use of the Software, and shall cause Users to comply with such provisions.

**2.6 SDL Hosting.** Subject to the terms and conditions of this Agreement and provided Customer executes the applicable Addenda, SDL agrees to host, maintain, manage, operate and grant access to the SDL Software, as hosted by or on behalf of SDL during the Subscription Term. Customer agrees and understands that absent execution of a SDL Hosting Addendum, SDL will not provide hosting services to Customer.

**2.7 Professional Services.** Customer may contract separate Professional Services from SDL, which shall be billed either on a fixed fee or under a term-and-material basis, and which shall be provided under the terms of a Professional Services Addendum.

**2.8 Support and Service Levels.** SDL provides technical support under the terms of the Support Services Addendum (attached). Standard Support Services are included in the Subscription fees. Out of scope Support may be subject to additional fees and/or require the execution of a Professional Services Addendum. If Customer executes a SDL Hosting Addendum, SDL Hosting will be subject to the service levels (i.e. availability of the service) set forth in such Addendum.

**2.9 Software Management.** SDL may request certification of compliance with the terms of the scope of the rights granted in this Agreement and applicable Addenda by an authorized representative of Customer at any time but no more frequently than once per year (unless a prior review identifies a non-compliance). If a certification is not sufficient assurance of compliance, SDL or its agent may, at SDL's expense, during Customer's regular business hours and upon ten (10) days prior written notice to Customer, verify Customer's compliance with the scope of the rights granted herein. The verification will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. The verification may be conducted on Customer's premises, if applicable. Customer will be liable for promptly remedying discrepancies revealed during such verification, including payment to SDL for any underpayments. SDL may verify the number of Users utilizing the SDL Software or computers connected to the Services, as per the licenses set forth in the Order, and if such number exceeds the number of Users or Computers licensed in the applicable Order, SDL may adjust the Fees billed to Customer to reflect such additional Users. In the event a review identifies a non-compliance, Customer will reimburse SDL for the reasonable costs of the audit, including third party auditor fees.

### **3. OBLIGATIONS OF THE PARTIES**

**3.1 General.** Each party will, at its own expense: (a) remain compliant with all laws and government regulations applicable to this Agreement, and (b) reasonably cooperate with the other party in connection with such party's performance hereunder.

**3.2 Authorized Systems.** Customer agrees and understands that Customer is responsible for Customer Authorized Systems. Authorized Systems, which are to be provided and managed by Customer, shall include and be responsible for, without limitation, servers, virtual servers, operating system(s) and their maintenance, physical security, cyber security, network components (switches, routers, cabling, etc.), hardware for data storage, disaster recovery procedures, and the like. Customer is responsible for any activities using credentials issued by SDL. Therefore, Customer is responsible for protecting any credentials SDL provides to Customer to access and configure the SDL Software. Customer is responsible for verifying if any third party hardware and/or software is compatible with the SDL Software, as set forth in the applicable Documentation.

**3.3 SDL Access.** Customer will provide SDL with reasonable access to Authorized Systems for the provision of Services, subject to Customer's reasonable written policies. Customer will, at Customer's expense: (a) if necessary, allow SDL reasonable remote access to Customer's Systems for the purpose of resolving reported problems or to verify Customer's compliance with the terms of this Agreement; (b) provide its own equipment and communication means and pay for its own costs and expenses associated with connecting to the internet; and (c) provide Customer-specific information necessary for providing the Software and/or Services upon SDL's request.

**3.4 Customer Assistance.** Customer agrees to promptly cooperate and assist SDL as reasonably required during the delivery of Services related to SDL products and services. Delays caused by Customer shall be responsibility of Customer and SDL shall have no liability for such delays.

**3.5 Security.** During the Subscription Term, SDL shall maintain a formal security program materially in accordance with industry standards and that is designed to: (i) ensure the security and integrity of Customer's Confidential Information and the SDL network; (ii) protect against threats or hazards to the security or integrity of Customer Confidential Information and the SDL network; and (iii) prevent unauthorized access to Customer's Confidential Information (the "**SDL's Security Policy**"). In no event during the Subscription Term shall SDL materially diminish the protections provided by the controls set forth in the SDL's Security Policy.

**3.6 Aggregated Data.** Customer acknowledges and agrees that SDL may compile and will own Aggregated Data. To the extent necessary, Customer hereby grants SDL a perpetual, royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense through multiple tiers) to develop Aggregated Data from Customer's use of the SDL Software and SDL Hosting.

**3.7 Customer Data.** Customer is responsible for all Customer Data. As between Customer and SDL, Customer will be responsible for the accuracy, truthfulness, consistency, and completeness of Customer Data. Customer warrants that it shall comply with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing,

security, and transfer of Customer Data that it provides to SDL. Customer will be considered the data controller for any data that identifies an individual ("Personal Data"). To the extent that Customer (and any User), through or in connection with use of the SDL Software, collects, uses, stores, process and discloses data from any other User or third-party, Customer (and each User) hereby warrants that it shall accurately and adequately, and in full compliance with applicable laws, obtain consent and disclose, either through a privacy policy or otherwise, how Customer (and each such User) collects, uses, stores, process and discloses data, including, where applicable, that third parties may store, use, and process Customer Data while providing products and services to Customer. SDL will have no responsibility to review information posted by Customer or its Users. SDL will have no liability as to the accuracy of any content posted by Customer or its Users. Additionally, Customer agrees and understands that the SDL Software and SDL Hosting may give Customer the functionality to make certain Customer Data available to the public and other third parties, and/or that Customer may request SDL to share Customer Data with third parties directly or through integrations with other 3rd party services. CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER AND NOT SDL IS SOLELY RESPONSIBLE FOR ANY CUSTOMER DATA THAT CUSTOMER CHOOSES TO MAKE PUBLIC OR AVAILABLE TO THIRD PARTIES OR THAT IT INSTRUCTS SDL TO MAKE AVAILABLE TO THIRD PARTIES, INCLUDING FOR ENSURING SUCH DATA HAS BEEN COLLECTED, USED, TRANSFERRED AND DISCLOSED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND CUSTOMER'S APPLICABLE PRIVACY POLICY AND/OR OTHER DISCLOSURES RELATING TO THE COLLECTION, USE, TRANSFER, SECURITY AND DISCLOSURE OF CUSTOMER DATA. CUSTOMER HEREBY RELEASES SDL FROM ALL LIABILITY RELATED TO SUCH DISCLOSURES.

**3.8 Third Party Offerings.** Customer agrees and understands that as part of the Services, SDL may offer access to products, services or content owned by and licensed from third parties (the "**Third Party Offerings**"). Customer understands and acknowledges that Third Party Offerings are not licensed pursuant to the provisions set forth in this Agreement. Customer shall have only such rights and/or licenses, if any, to use the Third Party Offerings as are set forth in the relevant terms identified, if applicable, within the relevant Order Form and/or within the SDL platform. SDL WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO DELIVER, SUPPORT OR MAINTAIN ANY SUCH THIRD PARTY OFFERINGS, NOR WILL SDL HAVE ANY LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE CLAIMED OR ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER'S OR ANY CUSTOMER'S USE OR DISTRIBUTION OF THE THIRD PARTY OFFERINGS, AND SDL DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY OFFERINGS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE. Customer acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

**3.9 General Prohibition Against Misrepresentation.** Customer agrees to refrain from any misleading or deceptive conduct and/or from making false representations in relation with the SDL Software, the Services and/or its relationship with SDL, including without limitation false advertising, making promises, representations, or warranties on behalf of SDL or claiming ownership of the SDL Software or the Services.

#### **4. FEES AND PAYMENTS.**

**4.1 Fees.** In consideration for the rights granted to Customer hereunder and the performance of SDL's obligations hereunder, Customer shall pay to SDL, or SDL's third party billing agent (as specified by SDL), without offset or deduction, certain fees, in such amounts as may be determined by reference to the applicable Addenda or Order, which shall be due and payable within thirty (30) calendar days after an invoice is issued by SDL or its third party billing agent with respect thereto.

**4.2 Customer Operating Expenses.** As between the Parties, Customer shall bear all expenses incurred in performance of its obligations or exercise of its rights hereunder.

**4.3 Taxes.** All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on SDL's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Customer will make all payments required hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder will be Customer's sole responsibility, and Customer will, upon SDL's request, provide SDL or its third party billing agent with official receipts issued by the appropriate taxing authority, or such other evidence as SDL may reasonably request, to establish that such taxes have been paid.

**4.4 Late Payments; Interest.** If SDL does not receive fees by the due date, then at SDL's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; (b) SDL may condition future purchases of products and services on payment terms shorter than those specified in Section 4.1; and (c) SDL may suspend performance hereunder, which may include suspension of license(s) granted, until all fees are paid in full.

## **5. CONFIDENTIALITY RIGHTS AND OBLIGATIONS.**

**5.1 Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. Customer Data is deemed Confidential Information of Customer. The SDL Software, SDL Hosting, and Documentation are deemed Confidential Information of SDL.

**5.2 Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

**5.3 Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

**5.4 Equitable Relief.** Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

## **6. PROPRIETARY RIGHTS.**

**6.1 SDL Products and Services.** Subject to the express licenses granted herein and in the Addenda, SDL retains all right, title and interest in and to the SDL Software and SDL Hosting, including the SDL Software (including all software, SDL Desktop, SDL Portal, SDL Mobile, SDL Online), the Documentation, Services, Aggregated Data, SDL Collected Information, Feedback, and associated intellectual property rights embodied in, or practiced by, the SDL Solution (including trademarks and copyright notices), and Customer acknowledges that it neither owns nor acquires any rights in any of the foregoing not expressly granted by this Agreement. Customer further acknowledges that SDL retains the right to use the SDL Software for any purpose in SDL's sole discretion, and SDL reserves all rights not expressly granted in this Agreement. Except as may be expressly agreed upon with regard to Custom Software developed under the Professional Services Addendum, this is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) and except for express licenses granted in this Agreement, SDL is not granting or assigning to Customer any right, title, or interest, express or implied, in or to any intellectual property.

**6.2 Customer Data.** As between the Parties, and subject to the licenses set forth herein, by virtue of this Agreement, SDL acquires no right, title and interest in and to the Customer Data.

**6.3 Feedback.** Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to SDL with respect to its products and services, including the SDL Software and SDL Hosting. Feedback is voluntary. SDL may use Feedback for any purpose without obligation of any kind in connection with SDL's business, including the enhancement of the products and services.

**6.4 Information and Data.** As between the Parties, Customer acknowledges and agrees that SDL shall own all right, title and interest in and to any information, data, and content provided by, posted by or otherwise collected from third parties through use of the SDL Portal and SDL Mobile (the "**SDL Collected Information**") and shall be free to use such SDL Collected Information in accordance with its privacy policy posted at <http://www.spatialdatalogic.com/privacy>.]

## **7. WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.**

**7.1 Representations and Warranties.** Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in

accordance with its terms.

**7.2 Limited Software Warranty.** SDL hereby warrants, for the sole benefit of Customer, that (i) the SDL Software will conform in all material respects to the Documentation for a period of ninety (90) days following delivery or from right of access; and (ii) the SDL Hosting, if purchased, will materially conform to the Documentation during the Subscription Term; provided that such warranties will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (i) any use of the SDL Software or SDL Services other than in accordance with its Documentation, (ii) modification of the SDL Software or SDL Hosting by Customer or any third party; or (iii) any combination of the SDL Software or SDL Hosting with software, hardware or other technology not provided or authorized by SDL under this Agreement. Notwithstanding any other provision of this Agreement, Customer acknowledges and agrees that its sole and exclusive remedy, and SDL's sole and exclusive liability and obligation, with respect to any breach of the foregoing warranties shall be to use reasonable efforts to repair or replace such SDL Software with SDL Software that materially conforms to the Documentation. In the event SDL is unable to remedy the breach through the foregoing reasonable efforts, SDL may terminate the relevant Order or this Agreement. In the case of such termination, SDL will issue Customer a prorated refund of any prepaid fees for the SDL Software as to which the breach relates. With regard to any breach of the foregoing warranty with regard to the SDL Hosting, Customer's sole and exclusive remedy and SDL's sole and exclusive liability shall be the service level credits provided in the SDL Hosting Addendum.

**7.3 Customer Data.** Customer represents and warrants that it has sufficient rights, licenses, consents, and permissions in and to the Customer Data to grant the rights set forth herein.

**7.4 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 7.1 AND 7.2, THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, AND SUPPORT SERVICES, AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY SDL ARE PROVIDED "AS IS," "AS-AVAILABLE," AND "WITH ALL FAULTS," AND SDL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY SDL ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SDL DOES NOT WARRANT THAT THE SDL SOFTWARE, SDL HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, SUPPORT, SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT SDL'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SDL OR ITS REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF SDL'S OBLIGATIONS HEREUNDER. THE SDL SOFTWARE AND SDL HOSTING MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT SDL AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB SITES, COMPUTERS, OR NETWORKS. SDL WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF CUSTOMER DATA.

**7.5 Exclusions of Remedies; Limitation of Liability.** IN NO EVENT SHALL SDL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF SDL TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) TEN THOUSAND DOLLARS (U.S. \$10,000.00) OR (II) THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO SDL BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. For purposes of this Section 7.5, all references to "SDL" will include SDL's affiliates, vendors, licensors, and suppliers.

**7.6 Essential Basis.** The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

## **8. INDEMNIFICATION.**

**8.1 Indemnification by SDL.** SDL shall defend, indemnify, and hold Customer harmless against all costs and reasonable

expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the SDL Software by Customer as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States. Notwithstanding the foregoing, SDL shall have no obligation or liability to the extent that the alleged infringement arises from (i) the combination, operation, or use of SDL Software with products, services, information, materials, technologies, business methods or processes not furnished by SDL; (ii) modifications to the SDL Software, which modifications are not made by SDL; (iii) failure to use Updates to the SDL Software provided by SDL; (iv) use of the SDL Software except in accordance with the Documentation; (v) Customer Data; or (vi) SDL's compliance with any instructions, requirements or specifications provided or designated by Customer (circumstances under the foregoing clauses (i) through (vi) collectively, "**Customer Indemnity Responsibilities**"). Upon the occurrence of any claim for which indemnity is or may be due under this Section 8.1, or in the event that SDL believes that such a claim is likely, SDL may, at its option (a) appropriately modify the SDL Software so that they become non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) terminate the relevant Order or this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer, pro-rated over the relevant Subscription Term on a straight-line basis. The obligations set forth in this Section 8 shall constitute SDL's entire liability and Customer's sole remedy for any actual or alleged infringement or misappropriation.

**8.2 Indemnification by Customer.** Customer shall indemnify, hold harmless, and, at SDL's option, defend SDL from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Customer Indemnity Responsibilities.

**8.3 Indemnity Proceedings.** The indemnity obligations set forth in Sections 8.1 and 8.2 are conditional upon the Party seeking an indemnity (the "**Indemnified Party**") giving the **Indemnifying Party** (i) prompt written notice of the claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as the Indemnifying Party may reasonably request, at its expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not settle any third-party claim against the Indemnified Party unless such settlement completely and forever releases the Indemnified Party with respect thereto or unless the Indemnified Party provides its prior written consent to such settlement. In any action for which the Indemnifying Party provides defense on behalf of the Indemnified Party, subject to the limitations above, the Indemnified Party may participate in such defense at its own expense by counsel of its own choice.

## **9. TERM AND TERMINATION.**

**9.1 Agreement.** This Agreement shall become effective upon the Effective Date and shall remain in full force and effect, for the term indicated in any and all applicable Orders or Addenda (the "**Term**"), unless earlier terminated as set forth below. The Customer takes full responsibility for the effect of not renewing an Order or Addendum within the time prescribed therein and accepts the additional fees and costs associated with such an event. In addition, any and all time and expenses shall be billed to the customer according to our standard schedule of fees for ongoing renewals.

**9.2 Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement, *or breaches any document(s) or communications provided by the other Party that were relied upon to enter into this Agreement*, and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

**9.3 Termination Upon Bankruptcy, Insolvency, Etc.** Either Party may terminate this Agreement immediately upon written notice after the other Party has executed a general assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. Notwithstanding the foregoing, Customer shall retain all rights granted to licensees under the US Bankruptcy Code for fully paid up perpetual licenses.

**9.4 Termination of Individual Addenda.** In addition to each Party's rights under Sections 9.1, 9.2, and 9.3 each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including these General Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

**9.5 Accrued Obligations.** Termination of this Agreement and/or any particular Addendum shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination.



**9.6 Cumulative Remedies.** Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

**9.7 Effect of Termination.** Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder. Notwithstanding the foregoing, neither Party shall be required to remove copies of the other Party's Confidential Information from its backup media and servers, where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation. Any amounts prepaid are non-refundable.

**9.8 Survival of Obligations.** The provisions of Sections 2.1, 3.6, 3.7, 4.3, 4.4, 5, 6, 7, 8, 9.5, 9.6, 9.7, 9.8 and 10, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

**9.9 Non-Discrimination.** *SDL agrees that it, and any subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.*

## **10. GENERAL PROVISIONS.**

**10.1 Nonsolicitation.** Customer acknowledges and agrees that the employees and consultants of SDL are a valuable asset to SDL and are difficult to replace. Accordingly, Customer agrees that, for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any SDL employee or consultant who performs hereunder. Customer agrees that for each individual that Customer hires in violation of this Section, Customer shall pay to SDL liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Customer or SDL, whichever amount is greater.

**10.2 Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. The General Terms, the Addenda and related Orders are the sole terms and conditions governing the subject matter hereof. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms, quotes, invoices, bills, or other similar forms or documents issued by Customer shall be of no force or effect even if such forms or documents are accepted by SDL. Failure by Customer to provide SDL with a purchase order does not excuse Customer from timely payment of fees in the amounts, or in the manner, agreed upon in the applicable Order or the Agreement.

**10.3 Independent Contractors.** In making and performing this Agreement, Customer and SDL act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

**10.4 Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth on the Cover Page, or if to SDL, as follows: **Spatial Data Logic, LLC., 200 Connell Drive, Suite 1000, Berkeley Heights, NJ 07922. Attention: Contracts.** Or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

**10.5 Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.

**10.6 Assignment; Delegation.** Customer shall not assign any of its rights or delegate any of its duties hereunder without

the prior written consent of the SDL, and, absent such consent, any attempted assignment or delegation shall be null, void and of no effect.

**10.7 No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**10.8 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**10.9 Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

**10.10 Force Majeure.** Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, it may terminate this Agreement upon thirty (30) days' written notice.

**10.11 Disputes.** Should there be a dispute between the Parties concerning any matter arising from or in connection with this agreement, the Parties will each use reasonable efforts to settle the matter in accordance with the dispute resolution procedure set out herein. Any such dispute which has not been settled between the Parties within ten (10) business days of the matter being raised by one party to the attention of the other Party, may be escalated by either Party to the next level by notice in writing. If the dispute has not been resolved within ten (10) business days of such notice, either Party may refer it by notice in writing to the second level of escalation. If the dispute remains unresolved for a further two (2) months of such notice, either Party may pursue any other remedy it may have under this Agreement. Notwithstanding the foregoing, nothing in this Agreement prevents either Party from seeking injunctive relief from a court of competent jurisdiction in addition to any and all other remedies available at law or in equity.

**10.12 Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW JERSEY.

**10.13 U.S. Government End-Users.** Each of the components that constitute the SDL Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the SDL Software with only those rights set forth herein.

**10.14 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

**10.15 Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

**10.16 Electronic Acceptance and Execution.** This Agreement and associated Addenda and Orders may be accepted and executed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent, including DocuSign, EchoSign, and other similar services) and acceptance using these means will be deemed binding between the parties. The Parties will not contest the validity or enforceability of this Agreement and Addenda and Orders, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

**10.17 Non-Appropriation.** *The Parties acknowledge that Customer is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the term of this Agreement, Customer's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. SDL shall not be obligated to perform unless and until sufficient funds are appropriated. Customer agrees to seek funding for the continuation of this Agreement*

*during each budget cycle during the term(s) of this Agreement. Customer agrees to inform SDL in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.*

**10.18 E-Verify.** *Pursuant to Ind. Code § 22-5-1.7-11, SDL, by entering into this Agreement with Customer, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. SDL is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, SDL affirms that it does not knowingly employ an unauthorized alien. SDL further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.*

**[END OF GENERAL TERMS AND CONDITIONS]**

## SUPPORT SERVICES ADDENDUM

THIS SUPPORT SERVICES ADDENDUM (THE “**ADDENDUM**”) IS ATTACHED TO AND INCORPORATED BY REFERENCE INTO THE GENERAL TERMS. SDL MAY UPDATE THIS ADDENDUM FROM TIME TO TIME AS NEEDED. CHANGES BECOME EFFECTIVE UPON WRITTEN NOTIFICATION TO CUSTOMER.

1. **OVERVIEW.** Support Services are available only to Customers with valid licenses to the SDL Software who are current on their payments. Technical Support is provided for current release(s) of the SDL Software, provided the software has not been altered without SDL’s authorization. SDL is not responsible for SDL Software installed on hardware or with operating system configurations that fail to meet SDL’s recommended specifications.

2. **ADDITIONAL DEFINITIONS.** Certain capitalized terms, not otherwise defined in this Addendum, will have the meanings set forth or cross-referenced in the General Terms.

“**Error**” will mean any material, reproduceable nonconformity of the SDL Software with the Documentation.

“**SDL Holidays**” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

“**Technical Support**” means the provision of responses by qualified SDL personnel to questions from Eligible Customer Personnel related to use and operation of the Software, including basic instruction or assistance related to Errors in the SDL Software.

“**Upgrade**” will mean any version of the SDL Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the SDL Software, but which does not constitute merely an Update, and which is marketed by SDL as a separate product and/or service.

### 3. TECHNOLOGY MAINTENANCE

**3.1 Error Corrections.** SDL will use commercially reasonable efforts to adapt, re-configure or re-program the SDL Software, as applicable, in order to correct in a timely fashion any Errors reported to SDL by Eligible Customer Personnel, as defined below, provided that if SDL determines in good faith that any such Error is the result of errors or misstatements in the Documentation, SDL may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by SDL to correct any such Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL’s obligations hereunder.

**3.2 Procedural Workarounds.** In the event that SDL fails or is unable to correct any Error, as required by this Addendum, SDL will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the SDL Software, which, when employed in the regular operation of the SDL Software, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by SDL to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL’s obligations hereunder.

**3.3 Updates; Upgrades.** From time to time SDL may, in its discretion, develop Updates and/or Upgrades. SDL will, during the Subscription Term, make such Updates and/or Upgrades available to Customer, provided that Customer has paid all fees due under the Agreement (including any fees payable for Upgrades). Any such Updates and/or Upgrades provided hereunder will be deemed to constitute part of the SDL Software and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership of such SDL Software.

### 4. TECHNICAL SUPPORT.

**4.1 Support Obligations.** Subject to Customer’s being current on the payment of all fees under the Agreement, Customer will be permitted to designate in writing to SDL Customer personnel for purposes of obtaining Technical Support from SDL (“**Eligible Customer Personnel**”), which Eligible Customer Personnel shall have undergone training and certification in use and support of the SDL Software as designated by SDL. SDL will provide Technical Support to such Eligible Customer Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table.

FORM OF SUPPORT	AVAILABILITY
Phone support (at such phone number as SDL may provide from time to time)	9:00 AM EST to 5.00 PM EST excluding SDL Holidays
Email Support (at such email address as SDL may provide from time to time)	9.00 AM EST to 5.00 PM EST excluding SDL Holidays

On-Site Support	As separately negotiated it
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**4.2 Conditions of Technical Support.** Customer shall provide such information and/or access to Customer resources as SDL may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by SDL for purposes of performing its obligations hereunder. SDL shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 4.2. SDL reserves the right to require the negotiation and payment of separate charges and fees pursuant to a Work Statement under the Professional Services Addendum should Customer request an unreasonable volume of Technical Support given the fees paid pursuant to the General Terms, and Customer's anticipated usage of the SDL Software and/or Services as determined by SDL.

## **5. LIMITATIONS TO TECHNICAL ASSISTANCE.**

**5.1 Technical Support Exemptions.** Unless otherwise agreed by the Parties, SDL shall have no obligation to provide Technical Support with respect to any Error resulting from (i) use of the SDL Software other than according to the Documentation and the General Terms, as applicable; (ii) modification of the SDL Software by Customer or any third party, except as expressly permitted in writing by SDL; or (iii) any combination or integration of the SDL Software with hardware, software and/or technology not approved in writing by SDL, regardless of whether such combination or integration is permitted under the terms of the license granted to Customer. SDL may charge Customer at SDL's then current time and materials rates for resources expended on Errors resulting from the foregoing exemptions.

**5.2 Version Requirements.** Unless otherwise agreed by the Parties, SDL shall not be required to provide Technical Support regarding use of any version of the software other than any version of the SDL Software generally available and actively marketed by SDL during the Eighteen (18)-month period immediately preceding the relevant request for Technical Support.

**5.3 General Protection of SDL Intellectual Property.** SDL shall not be required to provide Technical Support to the extent the provision thereof might reasonably be expected to jeopardize or harm SDL's rights in any intellectual property, or reveal trade secrets or other proprietary information of SDL not generally available to the public or to end users of the SDL Software.

**5.4 No Source Code.** Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the SDL Software or any portion thereof is compiled or interpreted.

**5.5 Compliance with Third-Party Constraints.** SDL shall not be required to provide Technical Support to the extent the provision thereof would violate SDL's obligations to its third party licensors and suppliers with respect to such third parties' intellectual property.

**5.6 Limitations of Warranty and Liability.** SDL makes no representations or warranties under this Addendum, and Customer acknowledges that this Addendum is subject to all disclaimers and limitations of liability set forth in the General Terms to which this Addendum is attached.

**5.7 Legal Disclaimer.** Customer acknowledges and agrees that any advice provided by SDL's support personnel does not constitute legal advice.

**5.8 Local Network and Hardware.** SDL shall not be required to provide Technical Support to the extent the provision thereof for any local network, hardware or software. It is the sole responsibility to the customer to provide support and technical expertise for these systems. This includes any and all backups of local databases and files that are located on the customer's computers or servers. In the case of any disaster or loss of local data, any time requested of SDL will be billed at a separate rate and the customer will need to approve this in advance in order for SDL to provide any assistance.

## SDL HOSTING ADDENDUM

THIS SDL HOSTING ADDENDUM (THE “**ADDENDUM**”) IS ENTERED INTO BY AND BETWEEN **SPATIAL DATA LOGIC INC (“SDL”)** AND THE COMPANY NAMED IN THE SIGNATURE BLOCK BELOW (“**CUSTOMER**”). THIS ADDENDUM IS SUBJECT TO AND GOVERNED BY SDL’S GENERAL TERMS AND ANY OTHER APPLICABLE ADDENDA AND ORDERS (TOGETHER WITH THIS ADDENDUM, THE “**AGREEMENT**”). BY SIGNING THIS ADDENDUM, EACH PARTY ACKNOWLEDGES AND AGREES THAT THE GENERAL TERMS (THE “**GENERAL TERMS**”) ARE INCORPORATED BY REFERENCE INTO THIS ADDENDUM. ALL TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE GENERAL TERMS. THIS ADDENDUM BECOMES EFFECTIVE AS OF THE LATTER OF THE DATES IN THE SIGNATURE BLOCK BELOW (“**ADDENDUM EFFECTIVE DATE**”).

## ADDITIONAL TERMS

**1. Hosting.** Subject to the payment of applicable fees, SDL will furnish the SDL Hosting in accordance with the terms set forth in this Addendum. Customer agrees and understands that SDL may enter into an arrangement with one or more third parties for the performance of SDL’s obligations under this Section 1, whereby any such third party may host the SDL Software on SDL’s behalf (SDL’s “**Third-Party Hosting Provider**”). SDL shall ensure that any such Third-Party Hosting Provider shall be contractually bound to provide substantially the same level of protection with respect to Customer’s Confidential Information as provided by the terms of this Agreement. Customer acknowledges and agrees that in the event of a Third-Party Hosting Provider hosting the SDL Software, such third party’s service levels, acceptable use policies and information security policies will also apply and be binding on Customer. If applicable, SDL will reasonably make this information available to Customer.

**2. Services Levels.** SDL will use commercially reasonable efforts to provide the SDL Hosting in accordance with SDL Services Levels Addendum.

**3. Access.** SDL shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the SDL Hosting (the “**Access Protocols**”). SDL shall also provide Customer the Documentation to be used by Customer in accessing and using the SDL Hosting. Subject to the terms and conditions herein, Customer may permit any User to access and use the features and functions of the SDL Software as hosted by or on behalf of SDL. Customer and its Users are responsible for maintaining the confidentiality of its Access Protocols, and Customer is responsible for all activities that occur using Customer’s Access Protocols. Customer agrees not to share its Access Protocols with non-authorized Users, or do anything else that might jeopardize the security of the SDL Software and the SDL Hosting. Customer agrees to immediately notify SDL if Customer’s Access Protocols are stolen or if Customer is aware of any unauthorized use of the SDL Hosting or if Customer knows of any other breach of security in relation to the SDL Software. Customer is solely responsible for any and all use of Customer’s account and all activities that occur under or in connection with it. Customer is solely responsible for obtaining all internet and other telecommunications access and related equipment necessary to access the SDL Hosting.

**4. Customer Data.** As part of the use of the SDL Hosting, Customer and/or its Users may upload, submit, publish, display, transmit or share with other users Customer Data in SDL’s servers or through the SDL Hosting. Customer Data is subject to the terms of this agreement and the SDL privacy policy (available at <http://www.spatialdatalogic.com/privacy/>), hereby incorporated by reference. The Parties agree that in the event of a conflict between the provisions of the SDL privacy policy and this Agreement, this Agreement will take precedence to the extent of such conflict. Customer understands, agrees and hereby consents to, the Customer Data may be hosted and stored in the United States of America. In providing the SDL Hosting, SDL may modify or adapt the Customer Data in order to transmit, display or distribute it over computer networks and in various media and/or make changes to the Customer Data as necessary to conform and adapt the Customer Data to any requirements or limitations of any networks, devices, services or media. For this purpose, during the relevant Subscription Term, Customer hereby grants to SDL a nonexclusive worldwide, right and license (with the right to sublicense through multiple tiers) to use, host, reproduce, modify, transmit, copy, store, process, display, and distribute the Customer Data in order to perform its obligations under this Agreement, including the provision of the SDL Hosting. Customer acknowledges and consents that SDL may share Customer Data with its affiliates and business partners (like Third-Party Hosting Providers or backbone network providers) for the sole purpose of providing to Customer the SDL Hosting hereunder, provided that at all times SDL will comply with its confidentiality and data protection obligations in this Agreement. Such Customer Data shall be delivered or made accessible to SDL in a format reasonably specified by SDL for use in connection with the SDL Hosting. Unless otherwise expressly agreed in a writing that is signed by an authorized representative of SDL,

SDL shall have no obligation to store Customer Data beyond any period specified in an Order and SDL has no obligation to retain Customer Data following thirty (30) days after complete termination of this Addendum. Customer shall have thirty (30) days from the date of termination of this Addendum in which to request a copy of their Customer Data in a format then supported by the SDL Hosting and the SDL Software, which will be made available to Customer in the same format maintained by SDL. Customer shall be solely liable for any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from SDL's use of the Customer Data as permitted in this Section. Customer agrees to pay for all royalties, fees, damages and any other monies owing any person by reason of any Customer Data or the use, display, or transmission of such Customer Data through the SDL Hosting.

**5. Fees.** In consideration for the performance of SDL's obligations under this Addendum, Customer shall pay to SDL, or SDL's third party billing agent (as specified by SDL), without offset or deduction, certain fees, in such amounts as may be determined in the relevant Order(s).

**6. Term and Termination.** This Addendum shall remain in full force and effect, unless earlier terminated in accordance with the General Terms, for the Subscription Term set forth in an Order and shall automatically renew for successive terms, unless either party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current term.

**7. Survival.** The provisions of Sections 4 (with respect to Customer's right to obtain a copy of the Customer Data following expiration or termination) and 7 will survive the termination of the Agreement and this Addendum.

MISCELLANEOUS	
<b>Fees</b>	According to annual fee schedule, prices based on number user SDL Software license acquired
<b>Account Administrator</b>	To ensure secure Customer account management, Customer shall designate below one (1) Customer employee (" <b>Account Administrator(s)</b> ") who will provide access to its assigned Users and facilitate communication between SDL's staff and Customer (for purposes of support or security issues). To ensure the most efficient results, changes to Customer's Account Administrators should always be directed to SDL's Support staff.
	<b>Name</b>
	<b>Email</b>
	<b>Phone Number</b>
<b>Legal Disclaimer</b>	Customer acknowledges and agrees that any advice provided by SDL's personnel does not constitute legal advice.

EACH PARTY SIGNING THIS ADDENDUM REPRESENTS THAT, ON THE DATE SET FORTH BELOW, SUCH PARTY'S AUTHORIZED REPRESENTATIVE HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS THE TERMS OF THIS ADDENDUM.

EXECUTION BY THE PARTIES:	
<b>Customer:</b>	<b>SPATIAL DATA LOGIC LLC.</b>
<b>By (Signature):</b>	<b>By (Signature):</b>
<b>Name (Printed):</b>	<b>Name (Printed):</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

## SDL HOSTING ADDENDUM

### Service Levels

**1. Scope.** During the Subscription Term to which these Service Levels are incorporated by reference and subject to payment of applicable fees, the services levels will apply (the “**Service Levels**”).

#### **2. Availability**

(i) Availability Standard. SDL shall use commercially reasonable efforts to make the SDL Hosting Available (as defined below), as measured over the course of any one calendar month period, 99.95% of the time, excluding downtime due to Excluded Downtime (as defined below) (the “**Availability Requirement**”). “**Available**” means that the Users are able to access and use all material portions of the SDL Hosting and all material functionality and content therein. “**Unavailable**” or “**Unavailability**” means that the SDL Hosting are not Available.

(ii) Scheduled Maintenance. SDL reserves the right to perform regularly scheduled maintenance on the SDL Hosting, which may prevent the SDL Hosting from being Available (“**Scheduled Maintenance**”). Scheduled Maintenance may include without limitation scheduled maintenance, updates of hardware or software, or upgrades to increase storage capacity. Scheduled Maintenance, while being conducted, may degrade the quality of the SDL Hosting which may include an outage of the Services; provided, however, that an outage related to Scheduled Maintenance shall not be deemed to be Unavailability. The windows for Scheduled Maintenance are during low usage or low traffic times, from Saturday at 10:00 PM to Sunday at 10:00 AM U.S. Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. SDL will exercise reasonable commercial efforts to notify Customer of any scheduled downtime expected to be over one hour, at least three (3) business days before downtime occurs. Notwithstanding the foregoing, SDL reserves the right to perform urgent maintenance which may imply notifying Customer within a twenty four (24) hour window.

(iii) Excluded Downtime. “**Excluded Downtime**” means (i) Scheduled Maintenance; (ii) general Internet outages, failure of Customer’s infrastructure or connectivity, computer and telecommunications failures and delays not within SDL’s or its hosting providers’ control; (iii) network intrusions or denial-of-service attacks, provided SDL has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion, (iv) down periods due to Force Majeure Events, (v) issues associated with Customer provided hardware, software and other equipment, or (vi) issues associated with data uploaded to the SDL Hosting by Customer (including damages caused by viruses and other malicious code contained in data uploaded to the SDL Hosting by Customer).

(iv) Failure to Maintain Availability Requirement. In the event SDL fails to meet the Availability Requirement, as reported by Customer pursuant to this Section 2, Customer shall have the right to receive from SDL the applicable availability credits (“**Availability Credits**”) set forth in Section 3 below.

#### **3. Service Level Credits**

Customer must (i) request all service credits set forth in this Section 3 in writing to SDL within thirty (30) days of the Availability failure; (ii) identify the relevant incident number or date and time relating to the Availability failure; and (iii) indicate its preference of a credit on its next invoice, an extension of the Order Term, in the event of expiration or non-renewal of the relevant Order Term. SDL will issue a credit memo within thirty (30) days of Customer’s written service credit request.

Service credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments such as set-up fees and other Professional Service fees) for the SDL Hosting in which the Unavailability occurred in accordance with the schedule below.

Monthly Availability Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

SDL’s obligations set forth in these Service Levels represent Customer’s sole and exclusive remedy, and SDL’s sole and exclusive liability, for failure of the SDL Hosting to be Available.





SDL | CONNECT

Connected  
Government

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Connected  
Citizens

**SDL** | MUNICIPAL  
MANAGEMENT  
SOFTWARE  
SPATIAL DATA LOGIC

Prepared for  
Erik Pullum  
McCordsville IN  
10/24/24



# SDL | CONNECT

At Spatial Data Logic (SDL), we make it easy for local governments to modernize processes and serve their communities online.

With SDL Connect, our flexible and cloud-based software solution, each department has the tools to create customized digital forms and workflows, tailored to their unique process.

Unlike other no-code solutions, SDL Connect stands out by offering advanced features such as secure document uploads, identity verification, online payments, renewal processes and inspection processes. This enables departments to bring a wide range of processes online, further streamlining operations and enhancing efficiency.

Furthermore, by leveraging our citizen portal and mobile app, the public can go online to access and submit forms, sign documents, make online payments, upload documents and check the status of their requests online.

## AUTOMATE ANY DEPARTMENT PROCESS

Departments can choose from a list of pre-built processes or create their own forms and workflows from scratch.



- ✓ Applications
- ✓ Appointment scheduling
- ✓ Complaints
- ✓ Event sign-ups
- ✓ File requests
- ✓ Inspection requests
- ✓ Licenses
- ✓ Location scheduling
- ✓ Permits
- ✓ Registrations
- ✓ Renewals
- ✓ And more....



# GETTING ONLINE IS SIMPLE

1.

## CREATE DIGITAL SERVICES

SDL's software makes it easy to convert your paper processes into streamlined online forms with built-in workflow

2.

## EMPOWER THE PUBLIC

Encourage citizens to view, submit and track their online requests through SDL's citizen portal, mobile app or your website

3.

## MANAGE & TRACK SUBMISSIONS

After a form is submitted, the appropriate parties will be notified to review and process the request



# WHAT SETS US APART



## BUDGET-FRIENDLY

We believe that local governments of all sizes should have the ability to modernize processes and move services online



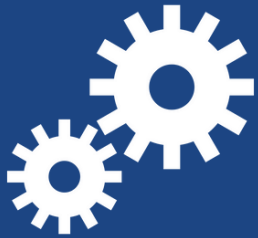
## FLEXIBLE

Our flexible software can be used by any department to migrate their paper process online



## CITIZEN ENGAGEMENT

SDL Connect provides three seamless ways for citizens to engage with all of your department services online



## CONFIGURABLE

Add inspections and renewal processes to your backend workflow



## SECURITY FEATURES

SDL Connect offers secure document uploads and storage, identity verification, user-based permissions and 2FA



## UNMATCHED SERVICE

At SDL, customer service is not an afterthought; it's a key differentiator

"SDL has been a game changer for Schenectady County in addressing a multitude of citizen-facing initiatives previously only accomplished by paper processes. The county uses the application externally and internally to expedite, track and complete processes quickly and efficiently.

SDL has integrations that allow the county to accept online payments, secure documents, schedule appointments, apply e-signatures and create workflows, making our programs and services more accessible to our constituents."

- Laura Baker, CIO, Schenectady County, NY

# WE ENSURE YOUR SUCCESS

Once you sign with Spatial Data Logic, we have a process and dedicated team in place to ensure your success.

## **Kick-Off**

Our process begins with a kick-off call with your SDL Account Executive and Customer Success Manager. The purpose of the call will be to introduce you to your CSM, align on goals, and review the onboarding process.

## **Onboarding**

Our Onboarding Specialists will guide you through the onboarding process and ensure that the necessary deliverables and deadline are being met.

## **Training**

SDL has developed a series of courses that will help your users learn the ins and outs of our software. Users can complete the courses on their own schedule and will be able to access ongoing training in the future if a refresher is needed.

## **Customer Success**

Once you have completed the onboarding process, your CSM is your go-to for general inquiries, new product information, expansions, renewals and more.

## **Technical Support**

We have a dedicated support team to answer your calls or emails Monday through Friday, 8 am – 5 pm EST. All support inquiries are also logged using a formal ticketing system to ensure timely resolution.

## **Help Center**

The SDL Help Center offers an additional 24/7 online resource where clients can access quick how-to guides, on-demand webinars, submit feature requests and more.

# PROJECT MANAGEMENT

## 1. Strategic Planning

The key to a successful system implementation is ensuring that we understand your specific requirements and workflows. The knowledge gained from this critical step will be used to customize the SDL Platform to meet your needs.

### **SDL Actions/Deliverables:**

- Implementation kickoff meeting
- Create workflow schedule

### **Town of McCordsville Actions/Deliverables:**

- Provide your project teams' contact information, including job title, email address and phone number
- Be timely – prompt responses are necessary to ensure the implementation remains on schedule
- Be thorough – missing any key milestones can put the implementation behind schedule
- Provide access to current forms or screenshots
- Provide current workflows as a baseline
- If leveraging SDL's Municipay payment integration, McCordsville to supply Municipay Site ID, Product ID & URL Key

## 2. Configure Workflows

Since the SDL Platform is extremely versatile, it can be configured to your specifications. The next step is to correctly map your current workflows within the SDL Platform. Sufficient time will be taken to fully understand the process for each form.

### **SDL Actions/Deliverables:**

- Map current workflows, including forms and processes for Building and Non-Building related permits, contractor registration, complaint management, and Inspections.

### **Town of McCordsville:**

- Answer questions and give input on the current setup to help assemble workflows correctly.

## 3. Test & Optimize

All aspects of the SDL Platform are rigorously tested before completion. Once your data is active in our system, both parties should check to see if the software is working as envisioned and from there we will make any necessary adjustments.

### **Town of McCordsville Actions/Deliverables:**

- Test the forms and processes by walking through as a citizen to ensure all needs are met
- Test the forms and processes by walking through as an internal user to validate workflows

### **SDL Actions/Deliverables:**

- Make any necessary adjustments found during testing

## 4. Training

A final virtual training session will occur over Zoom. Furthermore, the Town can participate in ongoing training which is also hosted via Zoom. From time to time, we also host user group sessions to discuss training and product development.

# RATE CARD & CONDITIONS

## 2024 Rate Card

Our 2024 Rate Card is included below. Additional years will follow the prevailing rate card.

Base Offering Package	\$25,000
Professional Service Discount	-\$3,500
Data Migration	\$2,500
Early Adopter Discount	\$-6,500
Total Cost With Discount	17,500

Agreement Term: 3-year, agreement

Year One Investment 17,500

Year Two \$15,600

Year Three \$16,224

## Estimated Timeframe:

Upon award of the contract, SDL will immediately begin the kickoff and onboarding process.

## Required Hardware and Software:

Unless otherwise described in this proposal, SDL is not providing any hardware or software outside of the description above.

- Internet Access – Internet access is a requirement.
- Client Computers – The software requires the current Microsoft-supported Windows operating system or current Apple-supporting MacOS.
- iOS or Android devices are needed for the SDL Mobile App. Devices are required to have data plans for real-time syncing.

## Terms and Conditions:

- The prices quoted herein will be valid for a period of ninety days. Please contact SDL at (401) 252-1290 for a new quote if your proposal has expired.
- Payments to SDL will be required as follows:
  - A. Submission of PO or Contract to SDL – 100% of the Software License Fee for the First Year
- All outstanding invoices beyond sixty (60) days will accrue interest at the rate of 1½ per month.
- All payments will follow Spatial Data Logic’s standard billing terms unless otherwise negotiated and agreed upon before the submission of a PO or contract.
- Installation, support, and maintenance of SDL Platform
- Unlimited users
- Includes:
  - Online Public Portal for citizen submission, account management, renewal status, etc.
  - SDL Portal App (Android & iOS) for citizen submission, account management, renewal status, etc.
  - Mobile/Remote Inspections App
  - Access to our Online Plan Review Tool
  - Code Enforcement
  - Multiple Approval levels for application approval workflow
  - Town of McCordsville employee platform view of application submissions, processing, and notifications.
- Up to 20 forms included for the price of 13
- SDL to build 20 forms and associated basic workflow (approval matrix, email notification, etc.)
- Additional work beyond the proposed implementation scope that exceeds 32 hours requires \$200/hr with a new proposal
- Training – Live sessions via Zoom
- Support 8 a.m. – 5 p.m. ET. SDL personnel can be reached via email or phone.