



City of Littleton

Cartegraph Software and Services Contract

PA#: PA-2978

Date: 7/15/2020

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003

cartegraph.com

800 688.2656
563 556.8120
Fax 563 556.8149

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Littleton** (hereinafter referred to as **Customer**) and **Cartegraph Systems LLC** (hereinafter referred to as **Cartegraph**). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement different from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

City of Littleton
2255 W. Berry Avenue
Littleton, CO
80120

LICENSEE ADDRESS:

City of Littleton
2255 W. Berry Avenue
Littleton, CO
80120

Investment Summary

The addendums attached here to include:
Addendum A - Support Services

Product		Year 1	Year 2	Year 3	Year 4	Year 5
OMS Plus	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 15,301.55	USD 15,301.55	USD 15,760.60	USD 16,233.42	USD 16,720.42
Sanitary Sewer Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 5,008.44	USD 5,008.44	USD 5,158.69	USD 5,313.45	USD 5,473.22
Signal Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,504.22	USD 2,504.22	USD 2,579.35	USD 2,656.73	USD 2,736.61
Stormwater Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 5,008.44	USD 5,008.44	USD 5,158.69	USD 5,313.45	USD 5,473.22
Transportation Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 3,756.33	USD 3,756.33	USD 3,869.02	USD 3,985.09	USD 4,104.92
Walkability Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 1,252.11	USD 1,252.11	USD 1,289.67	USD 1,328.36	USD 1,368.31
Asset Builder	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 834.74	USD 834.74	USD 859.78	USD 885.58	USD 912.20
OMS User	Quantity	50.00	50.00	50.00	50.00	50.00
	Price	USD 16,000.00	USD 16,000.00	USD 16,480.00	USD 16,974.40	USD 17,484.80

Product		Year 1	Year 2	Year 3	Year 4	Year 5
Parks & Recreation Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,295.54	USD 2,295.54	USD 2,364.40	USD 2,435.35	USD 2,508.39
Systems Integration Support	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,060.00	USD 2,060.00	USD 2,121.80	USD 2,185.45	USD 2,251.17
TOTAL:		USD 54,021.37	USD 54,021.37	USD 55,642.00	USD 57,311.28	USD 59,033.26

NOTES:

- The pricing listed above does not include applicable sales tax.
- The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
- Hosting includes 250GB of available file storage. If additional storage is required, the Organization can purchase in 1TB increments.
- Contract term dates:
 - 12/31/2020 - 12/30/2025
- If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. Customer will provide sixty (60) days written notice that funds will not be appropriated.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

I. DELIVERY

Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.

II. SERVICES SCHEDULING

Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.

III. SOLUTIONS INVOICING

The fee for solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:

1. \$54,021.37 due upon execution of the Purchase Agreement.
2. \$54,021.37 due 15 days prior to 1st year anniversary of term start date.
3. \$55,642.00 due 15 days prior to 2nd year anniversary of term start date.
4. \$57,311.28 due 15 days prior to 3rd year anniversary of term start date.
5. \$59,033.26 due 15 days prior to 4th year anniversary of term start date.

IV. PAYMENT TERMS

All payments are due Net 30 days from start date of invoice.



BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH:

Cartegraph Systems LLC

By: _____
(Signature)

Mitch Bradley

(Type or Print Name)

Title: **SVP of Sales & Marketing**

Date: _____

CUSTOMER:

City of Littleton

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

Cartegraph Systems LLC

Addendum A - Support Services

Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.campus.cartegraph.com

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step instructions, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT. Live Chat is available within the product or through Campus.

c. Support via Case Submittal or Email

If a phone call or live chat is not your best option, you can always request support via our online case submittal form available in Campus or via email. Email support is available at support@cartegraph.com.

2. Training & Education Services

a. Convenient Online Resources:

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups

: Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases:

Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products. As a customer with an active subscription, you will receive each new release of the software.

i. Cloud-hosted customers: Your cloud-hosted site will be upgraded by our Cartegraph System Consultants after the release is available.

ii.

On-premise customers: For your on-premises installation, our Technical Consultants will work with your organization's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

b. Service Packs:

A Service Pack consists of lower-severity bug fixes and/or small platform updates.

i.

If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.

ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

c. Hot Fixes:

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Cartegraph Solutions Agreement

Last Modified: 10/8/2020

This Cartegraph Solutions Agreement (“Agreement”) is a contract between Cartegraph Systems LLC, a Delaware corporation, having its principal place of business at 3600 Digital Drive, Dubuque, Iowa 52003 (“Cartegraph”) and you, or if you represent an entity or other organization, that entity or organization, (in either case, the “Customer”). Cartegraph and Customer may be referred to in this Agreement collectively as the “parties” or individually as a “party.”

Cartegraph provides certain hosted operations management and asset management solutions (the “Cartegraph Solutions” or “Solutions”). Customer desires to purchase a subscription to access and use certain of the Cartegraph Solutions for Customer’s own internal use and operations.

This Agreement sets forth the terms and conditions under which Cartegraph will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Cartegraph and Customer (each, a “Purchase Agreement”) and perform those services specified in each Purchase Agreement (the services provided by Cartegraph under this Agreement, including the services made available through the Solutions, the “Services”). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an “Addendum”), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Cartegraph regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English (US) meaning.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, THROUGH THE EXECUTION OF A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT OR ANY PURCHASE

AGREEMENT, CARTEGRAPH IS NOT WILLING TO PROVIDE YOU, AS CUSTOMER, WITH ACCESS TO OR USE OF CARTEGRAPH SOLUTIONS OR SERVICES, AND YOU MUST NOT ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES. IF YOU ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND ANY PURCHASE AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

1. Term.

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement ("Initial Term"). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement. Unless otherwise stated in an applicable Purchase Agreement under this Agreement, the Initial Term of this Agreement shall automatically renew for successive additional 1 year renewal periods (each, a "Renewal Term") unless either party provides the other party with written notice of its intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

2. Solutions.

2.1 Functionality.

The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Cartegraph may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

2.2 Subscription.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Cartegraph will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer ("Users") to access and use the Solutions, solely for purposes of Customer's own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Cartegraph in writing.

2.3 Access.

Customer may access the Solutions solely through the account established for Customer (an "Account"). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer's Account ("User IDs"). Each User ID is issued to a

specific User and may be used only by that User. Customer will ensure that all information about each User provided to Cartegraph in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's actions as a User, Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Cartegraph promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer's Account or under any User ID will be deemed to have been completed by Customer. In no event will Cartegraph be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

2.4 Restrictions.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Cartegraph to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Cartegraph and its licensors. As a condition to the use of and access to the Solutions, Customer will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Cartegraph Technology.

2.5 Third Party Offerings.

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers ("Third Party Offerings"). Customer's access to and use of any Third-Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third-Party Offerings ("Third Party Terms"). In addition to the terms of this Agreement, access to and use of each Third-Party Offerings is also subject to the terms and conditions of any Third-Party Terms applicable to that Third-Party Offering. Except as set forth in this Agreement, any

applicable Third-Party Terms will control in the event of a conflict between the terms of this Agreement and those Third-Party Terms. Except as expressly set forth in any Third-Party Terms, you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.

3. Services.

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Cartegraph will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Cartegraph has no obligation to provide any of the following Services unless specified in a Purchase Agreement or Addendum to this Agreement.

3.1 On-Site Installation Services.

Cartegraph will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement ("On-Site Installation Services"). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Cartegraph's warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer's equipment and hardware. Customer shall coordinate with Cartegraph to provide Cartegraph with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Cartegraph to the equipment and hardware shall be remote access. Unless otherwise specified in a Purchase Agreement, Cartegraph shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer's premises. If Cartegraph determines that it is necessary to perform any Services on Customer's premises, Cartegraph shall first receive approval from Customer prior to performing such Services on Customer's premises. Cartegraph shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer's failure to provide Cartegraph sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Cartegraph Technology separate and apart from Customer's right to access the Solutions installed on-site by Cartegraph as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Cartegraph's prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Technology then in Customer's possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

3.2 Support Services.

Cartegraph will provide Customer with support Services for the Solutions as specified in Addendum A if such Addendum is attached to a Purchase Agreement ("Support Services").

3.3 Field Services.

Cartegraph will provide Customer with the field implementation Services for the Solutions as specified in Addendum B if such Addendum is attached to a Purchase Agreement (“Field Services”). Field Services will be subject to scheduling in cooperation with Customer.

3.4 Data Services.

Cartegraph will provide Customer with the data collection Services for the Solutions as specified in Addendum C if such Addendum is attached to a Purchase Agreement (“Data Services”). Data Services will be subject to scheduling in cooperation with Customer.

3.5 Professional Services.

Cartegraph will perform any additional professional Services relating to the Solutions (“Professional Services”) if specified in any written statement of work mutually agreed to by both parties under this Agreement. Cartegraph will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Cartegraph’s then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

4. Software.

Cartegraph may provide Customer with software in connection with the Solutions (“Software”). Unless any Software provided by Cartegraph in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Cartegraph (a “Software License Agreement”), Cartegraph grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Cartegraph for Customer’s own internal use and operations in connection with Customer’s access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Cartegraph. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as either: (1) Browser Based User – Each browser-based User is defined by User ID; or For Server Software – One copy of Software for each server. Customer agrees that Cartegraph may audit Customer’s Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement. Cartegraph and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Cartegraph reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that

Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Cartegraph's ability to render Services.

5. Fees and Payment.

5.1 Fees.

Customer agrees to pay Cartegraph all fees specified in any Purchase Agreement and as otherwise specified in this Agreement ("Fees").

5.2 Payment.

All Fees will be invoiced in advance in accordance with the terms applicable to such Fees. If no terms for an applicable Fee are set forth in the applicable Purchase Agreement, such Fees will be invoiced on a monthly basis following the end of the month in which they were incurred. All Fees as set forth on each invoice issued by Cartegraph under this Agreement will be due and payable by Customer in immediately available U.S. funds within 30 days of the date of invoice. If Customer has not made payment within 30 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Cartegraph to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Cartegraph (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. If Cartegraph requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

5.3 Taxes.

The Fees do not include any local, state, provincial, federal or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax ("Taxes"). Customer is responsible for paying all Taxes that may be imposed by way of the performance of either party under this Agreement, excluding only Taxes based on Cartegraph's net income. If Cartegraph is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Cartegraph with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.4 Fee Increases.

Cartegraph may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Cartegraph of Customer's intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

5.5 Expenses.

Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

6. Termination.

6.1 Termination for Cause.

Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other party; (b) materially breaches this Agreement in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

6.2 Service Discontinuance.

If Cartegraph at any time discontinues offering any Solutions or any Services to new customers, Cartegraph will give Customer reasonable advance notice of such discontinuation. Upon such date of discontinuation, Cartegraph will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Cartegraph will credit to Customer, on a pro-rated basis, any pre-paid Fees under this Agreement and Cartegraph shall have no further obligation to provide the Solutions or any Service under this Agreement.

6.3 Suspension.

Without limiting Cartegraph's right to terminate this Agreement, Cartegraph may suspend Customer's access to the Solutions or any Services upon notice to Customer following any breach of this Agreement if deemed reasonably necessary by Cartegraph to prevent any damage, injury, or harm to Cartegraph, the Cartegraph Technology, any other Cartegraph customer, or any third party.

6.4 Effect of Termination.

All Purchase Agreements shall terminate immediately upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, and following any applicable Transition Period: (a) Cartegraph may cease providing access to all Solutions and Services under this Agreement; (b) all subscriptions and other rights and licenses granted to Customer under this Agreement will terminate; (c) Customer will immediately cease all use of and access to all Solutions and Services; (d) all Fees and other amounts then owed by Customer under this Agreement will become immediately due and payable to Cartegraph; (e) Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Data and Cartegraph Confidential Information (each as defined below) then in Customer's possession or control; and (f) Cartegraph will either return to Customer or, at

Customer's discretion, destroy any Customer Data and Customer Confidential Information) then in Cartegraph's possession or control. The following Sections will survive termination or expiration of this Agreement for any reason: 5 (Fees and Payment), 6.4(Effect of Termination), 7 (Ownership), 10 (Disclaimer), 11 (Indemnification), 12 (Limitation on Liability), 14 (Confidentiality), 15 (Governing Law), 16 (Non-Solicitation), 17 (Force Majeure), 18 (Notice), and 19 (Additional Terms).

6.5 Transition Services.

Except in the case of a termination under Section 6.1 by Cartegraph, at any time prior to the effective date of any termination or expiration of this Agreement, Customer may request that Cartegraph continue to provide Customer with any Services then provided under this Agreement for purposes of transitioning and migrating Customer off of the Solutions ("Transition Services"). Upon such request, the parties will develop a mutually agreed to transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of Customer off of the Solutions ("Transition Plan"). Cartegraph will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). Customer will compensate Cartegraph for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Cartegraph's then current rates for the Services. All Transition Services will otherwise be subject to the terms of this Agreement.

7. Ownership.

Cartegraph retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Cartegraph in perfecting and defending Cartegraph's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to provide Cartegraph with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Cartegraph (or its third party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Cartegraph. Customer will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

8. Data.

8.1 Customer Data.

As between Customer and Cartegraph, Customer retains ownership of all data, information, and other content provided to Cartegraph or through the Solutions by or on behalf of Customer ("Customer Data"). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability,

and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Cartegraph to use and process all Customer Data in the performance of the Services and any other obligations of Cartegraph under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Cartegraph to maintain back-up copies of Customer Data, Cartegraph will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

8.2 Cartegraph Data.

As between Cartegraph and Customer, Cartegraph retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data ("Customer Data"). Subject to the terms of this Agreement, Customer may access the Cartegraph Data without modification solely for Customer's own internal business purposes in connection with Customer's use of and access to the Solutions. Cartegraph uses commercially reasonable measures to ensure the accuracy and reliability of all Cartegraph Data, but except as expressly provided herein Cartegraph will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Cartegraph Data.

8.3 Data Security.

Cartegraph shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Cartegraph, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of Customer, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Cartegraph Data in the possession or control of such party. Each party will indemnify and hold harmless the other party from and against any damages or losses asserted against or incurred by the other party arising out of or related to a breach of a party's data security obligations.

8.4 Data Privacy.

Cartegraph may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Cartegraph's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Cartegraph will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Cartegraph, the data and information may be used by Cartegraph, or its permitted service providers, for any lawful business

purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

9. Representations and Warranties.

9.1 General.

Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

9.2 Performance.

During the term of this Agreement, Cartegraph represents and warrants to Customer that Cartegraph will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Cartegraph and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Cartegraph's sole obligation and Customer's sole and exclusive remedy in the event of any failure of the Solutions to comply with any such performance levels will be for Cartegraph to, at its option: (a) remedy the failure or re-perform the affected Services; or (b) refund Customer the portion of any Fees applicable to the portion of the Solutions subject to the failure.

9.3 Non-Infringement.

Cartegraph represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Cartegraph's sole obligation and Customer's sole and exclusive remedy for of any failure by Cartegraph to comply with the foregoing sentence, Cartegraph will defend Customer against any such failure as set forth in Section 11.2.

10. Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS" AND "AS AVAILABLE" AND CARTEGRAPH AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARTEGRAPH, ITS EMPLOYEES, DISTRIBUTORS,

DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

11. Indemnification.

11.1 General.

To the extent permitted by law each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.2 Non-Infringement.

Cartegraph will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Cartegraph will pay those Losses finally awarded against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Cartegraph reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Cartegraph may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Cartegraph will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment, services, processes, software, data or information not supplied by Cartegraph; or (d) any modification of or enhancement to any Covered Service other than by Cartegraph. This Section constitutes Cartegraph's sole and exclusive liability, and Customer's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

11.3 By Customer.

To the extent permitted by law customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.4 Conditions.

All obligation of each party to defend or indemnify the other party or any Related Party under this Agreement are conditioned upon the party seeking defense or indemnification (the "Indemnified Party") providing the other party with: (a) prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) sole control over the defense and settlement of such claim, provided that any settlement that will require the other party to assume any liability other than the payment of monies will be subject to the other party's prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending party's expense).

12. Limitation on Liability.

IN NO EVENT WILL CARTEGRAPH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CARTEGRAPH TECHNOLOGY (OR ANY CARTEGRAPH DATA), EVEN IF CARTEGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CARTEGRAPH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CARTEGRAPH HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY. CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CARTEGRAPH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CARTEGRAPH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Insurance.

If Cartegraph will provide Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage.

14. Confidentiality.

14.1 Protection.

Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential ("Confidential Information"). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who have a need to know such Confidential Information for purposes

of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

14.2 Exceptions.

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

14.3 Return of Confidential Information.

The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

15. Governing Law.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the state/province where the Customer has its principal place of business. Each party agrees that it will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state/provincial court in the state/province where the Customer has its principal place of business, and each party irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts.

16. Non-Solicitation.

During the term of this Agreement and for a period of 12 months thereafter, Customer will not, directly or indirectly, for itself or on behalf of or in conjunction with any other third party, solicit, induce, hire, contract with, or engage the employment of an employee of Cartegraph, unless Customer: (1) obtains the prior

written consent of Cartegraph, as applicable; and (2) pays Cartegraph as applicable a fee to be mutually agreed upon. If Customer directly employs or contracts with an employee of Cartegraph without the prior written consent of Cartegraph, Customer shall pay as damages 2 times the then yearly salary of the employee in question. The parties acknowledge and agree that the foregoing is not intended as a penalty of any kind but as reasonable and adequate compensation to Cartegraph in the event Customer should directly employ or contract with an employee of Cartegraph without the prior written consent of Cartegraph.

17. Force Majeure.

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

18. Notice.

All notices, reports, consents, authorizations and approvals to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted under this Agreement; or (4) certified mail, return receipt requested, to the other party at its respective addresses set forth above. All notices will be effective upon receipt (or when delivery is refused), or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address for notice by giving notice of the new address to the other party.

19. Additional Terms.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Customer hereunder may be assigned without the prior written approval of Cartegraph. Any assignment in violation of the foregoing will be null and void. Cartegraph may assign this Agreement to any party that assumes Cartegraph's obligations hereunder, including by sale, merger, consolidation, or operation of law or otherwise. Cartegraph may subcontract its obligations under this Agreement, provided that Cartegraph remains responsible for compliance with the applicable terms of this Agreement as to those obligations. The words "include," "includes" and

"including" means "include," "includes" or "including," in each case, "without limitation." All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers', and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, and other relief to which that party may be entitled. Customer gives Cartegraph permission to use Customer's name or logo for public press releases and customer stories.

Cartegraph provides the Solutions, including related software and technology, for federal government end use as 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 those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Cartegraph to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.