

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective January 2, 2018, (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and the City of Harrisburg, South Dakota ("Client").

ARTICLE 1
DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" means a written change order, which modifies an existing SOW and is signed by authorized representatives of both parties. A Change Order shall be deemed to be part of the applicable SOW for all purposes.

1.2 "Client Materials" means all information, content, data, functionalities, and any other materials provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations hereunder.

1.3 "Deliverable" means any item that GIS Workshop develops, prepares for, or provides to or for the benefit of Client in the course of providing Services, including any hardware, software, or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services; provided, that the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" means all or any: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs, documentation, algorithms, program code, Specifications, reports, and designs), mask works, and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts, and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as described in a SOW. Services specifically include any Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.6 "Specifications" means the specifications and functionalities to which the Deliverables shall be developed by GIS Workshop, as set forth in a SOW.

1.7 "SOW" means a written statement of work signed by authorized representatives of both parties that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop on behalf of Client, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties, and other relevant information pertaining thereto.

1.8 "Web-based Services" means any internet-based geospatial system or website or mobile application that is hosted by GIS Workshop for storing, managing, publishing, and using maps, data, and other information.

ARTICLE 2
SERVICES; DELIVERABLES

2.1 GIS Workshop shall perform the Services in a professional and workmanlike manner, using qualified personnel, in accordance with the Specifications and the terms set forth in the applicable SOW. To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit A. GIS Workshop will, in its sole discretion, select personnel to render the Services, establish working hours for its personnel, use the resources and materials it deems appropriate to perform the Services, and, within the parameters set forth in a SOW, determine the method, details, and means of performing the Services. GIS Workshop may suspend the performance of Services without notice or liability if: (a) Client fails to pay any amount due to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or third party government agency has requested such suspension. If GIS Workshop suspends the Services based on clause (b), and such suspension lasts longer than 15 business days, then Client may terminate this Agreement or any SOW upon written notice to GIS Workshop.

2.2 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, in a timely manner, in accordance with the milestones and delivery dates set forth in the applicable SOW. The parties will agree on any procedures for testing and acceptance of Deliverables in the applicable SOW. Upon final payment by Client for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property embodied therein

(unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable, and conditioned upon Client's compliance with its obligations in this Agreement.

2.3 In the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to the Services, the Deliverables, or the Specifications, such changes shall be documented in a written Change Order.

ARTICLE 3 CLIENT OBLIGATIONS

3.1 Client shall provide GIS Workshop with reasonable access to Client's personnel, facilities, equipment, and Client Materials during normal business hours and otherwise as reasonably requested by GIS Workshop, to enable GIS Workshop to provide the Services. Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client shall take such actions as are reasonably necessary to protect the security of said facilities and technology. GIS Workshop shall have no liability for loss of any Client Materials. Accordingly, Client shall be solely responsible for creating and maintaining current copies of all Client Materials provided to or stored by GIS Workshop, and storing such copies in a reasonably secure location.

3.2 Client represents and warrants to GIS Workshop that Client has obtained all necessary authorizations and/or licenses to provide the Client Materials to GIS Workshop and to permit GIS Workshop to use, reproduce, and/or modify the Client Materials, without liability to Client or any third party. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce, and modify the Client Materials to the extent necessary to enable GIS Workshop to provide the Services and develop the Deliverables.

3.3 Client shall comply with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall have no responsibility therefor, including, without limitation, any responsibility to advise Client of such laws or regulations.

3.4 Client shall ensure that any hardware, applications, or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services. The failure of Client's hardware, applications, or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.5 Client shall not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except to the extent that the parties expressly agree in the applicable SOW that Client owns all right, title, and interest in and to such software and the Intellectual Property embodied therein.

ARTICLE 4 FEES AND EXPENSES

Client shall pay GIS Workshop for all Services and Deliverables, in the amounts, at the times, and in the manner set forth in each SOW. Any payment that is past due to GIS Workshop shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. Client shall pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on GIS Workshop's income) which result from, or are related to, the rendition of the Services or the providing of the Deliverables. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client's failure to make any payment when due shall be considered a material breach of this Agreement.

ARTICLE 5 TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein. Each SOW shall have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement, but the termination of this Agreement shall terminate all unexpired SOWs and the Terms of Service, if applicable. GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the Intellectual Property rights of any third parties, or at any time when there are no currently effective SOWs. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; or (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

5.2 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all outstanding amounts it owes to GIS Workshop hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove, or otherwise block Client's access to any Services; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation, Specifications, Client Materials and programming language in GIS Workshop's possession. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services. The provisions of Articles 1, 4, 8, and 9, along with Sections 3.3, 5.2, 10.1, 10.2, 10.5, 10.6, 10.7, 10.10, and 10.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

ARTICLE 6 INTELLECTUAL PROPERTY

6.1 GIS Workshop is the exclusive owner of all right, title, and interest in and to all Intellectual Property embodied in the

Deliverables, the Services, and the Specifications, and any modifications, enhancements, improvements, and derivative works therein or thereto, as well as any other Intellectual Property developed in the course of GIS Workshop's performance under this Agreement. Client shall not take any action that weakens, deters, or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own title to the Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement. Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials. Except as expressly set forth in this Agreement, nothing in this Agreement shall transfer any right, title, or interest in any of either party's Intellectual Property.

6.2 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology. GIS Workshop makes no representations or warranties with respect to any Third Party Technology and shall have no liability arising out of or relating to Client's use thereof.

6.3 GIS Workshop may from time to time arrange for Client's purchase, lease, or license of third party hardware, equipment, software, services, data, or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

Each party hereby represents warrants to the other that: (a) it is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such party; (b) it has all necessary corporate power and authority to enter into this Agreement, to grant to the other party all of the rights granted hereby, and to perform its obligations hereunder; (c) this Agreement is and shall remain the valid, legal, and binding obligation of such party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights or by principles of equity; and (d) the execution, delivery, and performance of this Agreement does not

conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 8 DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

8.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT'S USE OF ANY SERVICE OR DELIVERABLE IS SOLELY AT CLIENT'S OWN RISK. ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN. GIS WORKSHOP DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.2 GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL GIS WORKSHOP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

8.3 Each party, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses, and disbursements of any kind and nature whatsoever (including attorneys' fees), arising out of or relating to any suit, investigation, proceeding, demand, or claim by any third party (collectively "Claims") arising out of or related to (a) a violation by the Indemnifying Party of any applicable law, rule, regulation, or court order; or (b) any personal injury (including death) or property damage caused by the gross negligence or willful misconduct of the Indemnifying Party.

ARTICLE 9 CONFIDENTIALITY

During the term of this Agreement, each party (the "Disclosing Party") may provide the other party (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes the Disclosing Party's research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" (or with a similar legend), any information that is orally disclosed, identified as confidential at the time of disclosure, and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party shall not use the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have a need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 9, and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement, and upon the written request of the Disclosing Party, the Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 10 MISCELLANEOUS

10.1 During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, solicit for employment or hire any employee of GIS Workshop with whom Client has had contact or who became known to Client in connection with this Agreement.

10.2 Client shall not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices, or conduct of GIS Workshop, its employees, directors, or officers. Client

acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients.

10.3 GIS Workshop acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GIS Workshop guarantees compliance with the Nebraska Fair Employment Practices Act, and its breach of this Section shall be regarded as a material breach of this Agreement. GIS Workshop shall insert a similar provision in its agreements with its subcontractors.

10.4 GIS Workshop certifies that it maintains a drug free workplace to ensure worker safety and workplace integrity.

10.5 Any notice, consent, or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses, and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

10.6 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

10.7 This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the chair of the panel) selected by the other two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final and binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdiction of the state and federal courts of the State of Nebraska, (b) waives any objection based on forum non conveniens or any

objection to venue of any such action, and (c) waives any rights it may have to a jury trial.

10.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

10.9 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state, and local law. Client shall not withhold or pay any federal, state, or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

10.10 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation, or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the performance of its obligations hereunder, in whole or in part, without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

10.11 This Agreement, including all applicable SOWs, Change Orders, the Terms of Service (if applicable), and any other addenda (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. In the event of any conflict between the provisions of this Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other breach by either party.

10.12 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

10.13 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and

include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, or effect of this Agreement.

10.14 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure, the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:



By: _____

Name: Janelle Heuton

Its: Chief Operating Officer

Date: 1/2/18

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

EXHIBIT A

GIS WORKSHOP TERMS OF SERVICE

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outline the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based and/or mobile application services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1.SERVICE. Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

2.THIRD PARTY PRODUCTS. Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

3.SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

4.FEES AND PAYMENT TERMS.

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend

Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not: (a) rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service; (b) use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever; (c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever; (d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables; (e) Access the Service by any means other than through the Site; (f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or (g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the

non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c)Effect of Termination. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL GISW BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY. CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 2.2 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (

including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; or (b) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. CONFIDENTIALITY. During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 10.6 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC
Janelle Heuton
Chief Operating Officer
4949 NW 1st St., Ste 1, Lincoln, NE 68521
jbartels@gisworkshop.com
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service

in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e)The words “or” and “nor” are inclusive and include “and.” “Including” means “including without limitation” and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to “Sections” shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f)These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g)No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h)If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i)Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j)The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 14, 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.



Statement of Work

For

The City of Harrisburg, South Dakota

Project Name:

Implementation of SimpleCity™ Web App and SimpleAssets™ Mobile App

Prepared for the Harrisburg, SD City Council

Project No. 0991-001

January 2, 2018

CONTENTS

EXECUTIVE SUMMARY 4

TERMS AND CONDITIONS..... 4

DEFINITIONS 4

PROJECT OVERVIEW 4

SIMPLECITY: WEBSITE FUNCTIONALITY 4

USER MODES AND DATA LAYERS 4

LOGIN PROTECTION 6

TOOLS & FUNCTIONALITY 6

SIMPLEASSETS MOBILE APP 8

SIMPLECITY & SIMPLEASSETS SUBSCRIPTION 9

SIMPLECITY & SIMPLEASSETS TRAINING AND SUPPORT..... 9

DATA LAYER UPDATES 9

MULTIMEDIA DATA MANAGEMENT 9

CLIENT RESPONSIBILITIES10

PROJECT TIMELINE.....10

TERM OF THIS SOW.....10

PROJECT COSTS10

CHANGE ORDERS11

TERMINATION11

EXECUTIVE SUMMARY

This Statement of Work outlines the Services to be performed and/or the Deliverables to be developed (the “Project”) by GIS Workshop LLC (“GISW”) pursuant to and governed by that certain Master Services Agreement dated January 2, 2018 (the “Services Agreement”), by and between GIS Workshop, LLC and the City of Harrisburg, SD (“Client”). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

TERMS AND CONDITIONS

The terms of this SOW are governed by the Master Services Agreement dated January 2, 2018.

DEFINITIONS

“GIS-Compatible Format” (aka “GIS Format”) shall mean datasets that are compatible with a GIS. The format of these datasets include shapefiles, geodatabases, and Excel spreadsheets with (x,y) coordinates. After initial implementation, data from Excel spreadsheets with (x,y) coordinates are subject to a conversion fee.

PROJECT OVERVIEW

The city staff of the Client would like to contract with GIS Workshop for GISW’s *SimpleCity*, a mobile-friendly WebGIS site consisting of public and private data layers and tools designed to both aid in utility asset management and keep the public informed of City operations. This secure application allows city staff to actively manage their assets through visualization and analysis of all cities assets in once place. This enhanced visibility and usability for city staff improves operational planning, coordination, and execution with easily accessible information, maintenance workflow functionality, and analytics.

The Client’s *SimpleCity* site will initially contain the user modes described below in “User Modes and Data Layers” section that will house various data layers of interest to the Client’s Utilities Department staff and the residents of the City. The user modes, tools, and functionality of the *SimpleCity* site are described in greater detail in the sections below.

SIMPLECITY: WEBSITE FUNCTIONALITY

The GISW *SimpleCity* product is a template application that will be configured to contain all appropriate data layers and tools required by the Client. GISW will supply the template as-is and configure it for the Client; requested custom changes to the interface and associated features can only be made in coordination with other clients and may involve additional costs.

USER MODES AND DATA LAYERS

The *SimpleCity* will have different available user modes and data layers. The Client’s *SimpleCity* site can be populated with the following utility tabs and data layers, provided the data is delivered to GISW in the proper GIS-Compatible Format (shapefile, geodatabase, or Excel spreadsheet with (x,y) coordinates) at the time of development and implementation:

1. Water Tab
 - a. Parcels*
 - b. Basemaps
 - c. Hydrants
 - d. Hydrant Valves
 - e. Lateral Lines
 - f. Main Lines
 - g. Curb Stops
 - h. Valves
 - i. Manholes
 - j. Wells
 - k. Water Treatment Facilities
 - l. Air Releases
 - m. Water Towers
2. Sanitary Sewer Tab
 - a. Parcels*

- b. Basemaps
 - c. Sewer Cleanouts
 - d. Sewer Manholes
 - e. Sanitary Mains
 - f. Pressure Mains
3. Storm Sewer Tab
 - a. Parcels*
 - b. Basemaps
 - c. Manholes
 - d. Main Lines
 - e. Inlets
 - f. Outlets
 - g. Levees
 - h. Storm Culverts
 - i. Storm Ditches
 - j. Floodplains
 - k. Substations
 4. Electric Tab
 - a. Parcels*
 - b. Basemaps
 - c. Cabinets
 - d. Capacitors
 - e. Guy Poles
 - f. Guys
 - g. Power Poles
 - h. Switches
 - i. Transformers
 - j. Powerlines
 - k. Substations
 5. Gas
 - a. Gas Lines
 - b. Gas Valves
 - c. Gas Shut Offs
 6. Streets
 - a. Road Signs
 - b. Light Poles
 - c. Traffic Lights
 7. Cemetery
 - a. Lots
 - b. Additions
 - c. Boundaries
 8. Public Tab
 - a. Parcels*
 - b. Basemaps
 - c. Comprehensive Zoning
 - d. City Zoning
 - e. Floodplains
 - f. Parks
 - g. Bike Trails
 - h. Snow Routes
 - i. Emergency Evacuation Routes
 9. Management Tab
 - a. Management tab will include all layers from all tabs

*Client must obtain the written permission of Lincoln County, South Dakota to display parcel information on the *SimpleCity* site.

With the exception of the basemaps which are supplied by GISW, the Client will supply GISW with the above layers in a GIS-Compatible Format, such as shapefile, geodatabase, or (x,y) coordinate format to be featured in the *SimpleCity*, as well as any layers that the Client wishes to add to the WebGIS in the future (ie. parks, bike trails, snow routes, emergency evacuation routes, etc.). Any layers not initially provided by the Client will be omitted upon setup of the WebGIS and will be added to the website at a later date for no additional cost, so long as they are in the proper GIS format of a shapefile or geodatabase. CAD, AutoCAD, Excel data, or paper maps provided after initial implementation require a conversion and digitization fees.

A data layer that is not in the proper GIS Format and requires new digitization and creation by GISW's GIS technicians is considered a separate project and is not covered under the set-up or the annual subscription fees.

LOGIN PROTECTION

The WebGIS application protects sensitive information by requiring login credentials for any user mode except the Public mode.

TOOLS & FUNCTIONALITY

The SimpleCity site will include the following tools:

1. Full-text Search Bar
2. Map Navigation Tools: Zoom In, Zoom Out, Pan, Full Extent, Next Extent, Previous Extent, Bookmark
3. Identify Tool (on by default)
4. Measurement Tool
5. Drawing Tool
6. Print Tool
7. Clear Tool
8. Buffer Tool
9. Activity Management Tool
10. Editor Tool
11. Report Builder
12. Application Administrative Interface

SEARCH BAR

The Search Bar is a GIS attribute-text search engine that allows the user to search for an asset or property by name, type, or key word and bring up complete asset attribute information within seconds. Please note, this search assumes the city has access to the County's parcel layer. After selecting a feature from the search results list, the user has the option of zooming to the feature on the map (map will highlight and zoom to the feature in question), viewing more detailed results that will include all attributes currently contained in the GIS for that feature such as material, condition, depth, width, etc. The search will work similarly for features such as Hydrants or Manholes by displaying all matching results from which the user can select to see detailed information about that feature.

MAP NAVIGATION

The Map Navigation Tool allows the user to zoom to a specific section/township/range, address, or exact latitude and longitude. The navigational tools below the search bar on the right side of the map allow the user to create a Bookmark and save a specific map extent, zoom out to the full extent, pan to move the map around, zoom in, zoom out, and zoom to the previous or next extent.

IDENTIFY TOOL

The Identify Tool is always activated. When a user clicks on any feature on the map, an adjustable pop-up window will appear displaying the feature or features selected. If only one feature is selected, the attributes for that feature will display. If multiple features were selected, the user may select the correct feature from the results to display the attributes for a specific feature.

MEASUREMENT TOOL

Length (feet, meters, miles, and kilometers) and area (acres, square miles, hectares, square yards, square feet, and square meters) measurements can be easily performed via the Measurement Tool. Using this tool, simply click at the starting point and double click at the ending point to measure a length or draw a polygon by clicking at each vertex location to measure the area.

DRAWING TOOL

The Drawing Tool offers a wide range of options to mark up the map. The drawing tool offers options for point, line, polygon and text size, color and transparency. The Drawing Tool, combined with the print to email tool, allows clients to provide immediate feedback to GISW technicians.

PRINT TOOL

The Print Tool allows anyone to save a screenshot of the map image on their screen (including all modifications made using the drawing tool) and save the image as a PDF or email that image directly to any email address. Additionally, users may create a customized map complete with optional Title, Legend, and North Arrow.

BUFFER TOOL

The Buffer Tool identifies features within a user-defined radius (feet or meters) of a selected parcel or user-defined line, point or polygon. The buffer tool will find and report all features that are turned "on" in the layers menu. This information is available as a report that can be printed to a PDF document or exported to Microsoft Excel.

ACTIVITY MANAGEMENT TOOL

The Activity Management Tool ("AMT") helps coordinate efforts between City personnel. For example, if a phone call comes in regarding low water pressure or sewage backup, the logged in user can use the AMT to create a new activity and assign the correct utility department and personnel. The user may enter a activity directly from the feature once it has been selected by clicking on 'Create Activity' in the details menu. Users may also enter and manage activities directly through the AMT available in the tools menu. The user may input details of the activity directly through the website, including priority level, status, due date, description, feature ID, special instructions, and more. Assets can be added to the activity so that the system can track activity and event history for a specific feature.

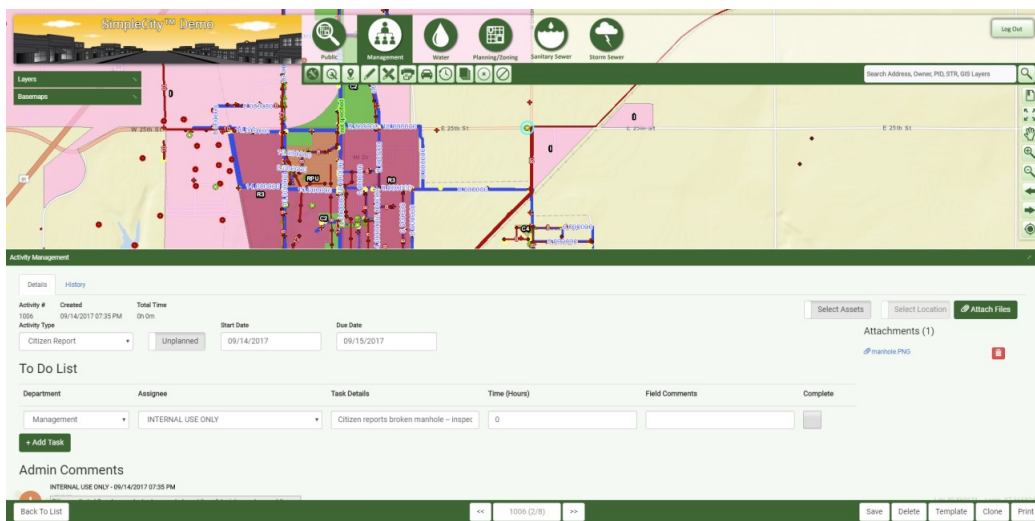


Figure 1: Activity Management Tool

EDITOR TOOL

The Editor Tool allows users to edit features directly from the site. This editing functionality will be activated for the administrative/management user and will apply to all departments available within the management mode. The user may select a feature and view all attributes associated with that feature. Upon viewing attributes, the user may choose to edit any attribute information from the portal, including location. When the updates are saved, all changes will be reflected both on the website and in the database.

REPORT BUILDER TOOL

The Report Builder Tool is a powerful query tool used to find asset, activity, and audit log data that match very specific criteria. Users may select assets, logs, or activity data and query any of the activity details or the individual attributes associated with the asset(s) selected to develop very specific Reports. Reports may be exported as PDFs, Excel spreadsheets, or saved as Report templates to be run again at a later time. For example, the user may search for all Hydrants in the city with the Manufacturer of 'Smith' that were installed between 1980 and 2000 to identify and locate hydrants that may need to be replaced.

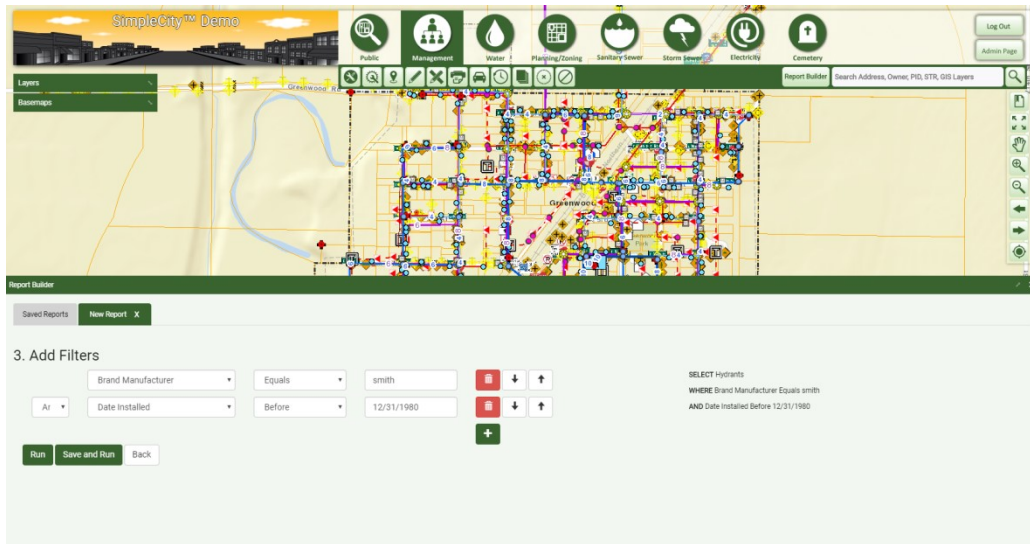


Figure 2: Report Builder Tool to build custom queries

APPLICATION ADMINISTRATIVE INTERFACE

The Application Administrative Interface is used by Administrative users to manage users, settings, and permissions for their SimpleCity™ site. The Administrative Interface contains a Dashboard that displays data usage and a snapshot of current Activities, a General Tab to edit contact details and manage city departments, a Manage Users Tab to set up and manage users along with their associated roles and permissions, Configuration for Activity Management Tool options, and a Manage Data Tab to configure layer visibility per role. In addition, the Administrative Interface includes profile management options and displays available user permissions.

SIMPLEASSETS MOBILE APP

SimpleAssets is a mobile application for Apple iOS, Android, or Windows Tablets and Smartphones. It syncs data, activities, and metadata with SimpleCity and enables field technicians the ability to access and complete activities as well as access, change, add, or edit asset data if granted the appropriate permissions by the SimpleCity Admin. SimpleAssets is designed to work connected or disconnected from a cellular and/or WiFi network, which gives the Client the ability to manage its assets in the field. Once a tablet or smartphone reestablishes a network connection, SimpleAssets syncs with the SimpleCity database so that data is up-to-date and accessible through SimpleCity. SimpleAssets subscriptions are configured for single named users with individual email accounts and not designed to have one subscription shared by many. This design is to protect data integrity and mitigate risk exposure. The Client may add additional named users in the future; additional annual maintenance costs per user will apply.



Figure 3: Informational rendering of SimpleAssets interface. This figure is for display purposes only.

SIMPLECITY & SIMPLEASSETS SUBSCRIPTION

GISW hosts *SimpleCity* and *SimpleAssets* on GISW's redundant servers. Subscription fees will be payable annually each year. Subscription fees include web application & data hosting, website technical support, software maintenance, and planned upgrades as they are developed by GISW (does not include custom development which is a separate cost and project). GISW will notify the Client of new features or enhancements when they are published to the production server.

SIMPLECITY & SIMPLEASSETS TRAINING AND SUPPORT

GISW supports clients on a daily basis, so we know what is important to you and how to make the GIS data useful. GISW will provide the following training for the Client upon completion of the *SimpleCity* and *SimpleAssets* implementation:

- A one-hour online training session on the use of the *SimpleCity*
- A one-hour online training session on the use of *SimpleAssets*

All training must be completed within two (2) weeks of project completion and delivery. Note: training does not have to be completed together for the two programs

DATA LAYER UPDATES

GISW will upload new data layers supplied by the Client on an 'as-needed' basis. The Client will supply updates in a readily GIS-Compatible Format (shapefile or geodatabase). Data provided in Excel format (with coordinates) or in CAD/AutoCAD are subject to conversion fees, which GISW will provide to the Client as a quoted new project.

MULTIMEDIA DATA MANAGEMENT

The first 5 GB of media data storage (photos, documents, PDFs, spreadsheets, etc.) are included in the *SimpleCity* free of charge. Additional data storage packages are available for purchase for users who require more than 5 GB of media data storage. Additional costs will be calculated as-needed, total amount will be included with the annual invoice. Data Usage can be viewed by the client in the Administrative Interface.

Total Data Usage	Cost
0 GB - 5 GB	\$0
5 GB - 500 GB	\$300 annually
500 GB - 1 TB	\$600 annually

CLIENT RESPONSIBILITIES

GISW expects the Client to provide and/or be responsible for the following items during development and implementation:

- Provide all necessary GIS layer data in GIS (shapefile, geodatabase, or Excel (x,y) coordinate) format. Also provide any CAD/AutoCAD* data that has been exported with geo-references and a coordinate system. If the Client is getting this data from an engineering firm, the Client must either request the data in shapefile format with attributes or in an exported CAD/AutoCAD file with geo-references and a coordinate system.
 - a. If a layer isn't provided in the proper GIS Format by the Client, it will be omitted
- Provide any other data as required
- Clarification of any GISW questions that may occur within two (2) business days
- Provision of any GIS or data updates for regular maintenance of GIS
- Client makes themselves available within two (2) weeks of project completion for web-based training. If the Client does not complete the training within this period, the project is considered delivered and accepted.

*Note: If data provided in CAD or AutoCAD format lacks geo-references or geo-location data, GISW will convert the CAD or AutoCAD data to a GIS data layer representation but GISW cannot guarantee a high level of accuracy due to the lacking geo-location data. Additional fees may apply.

PROJECT TIMELINE

The GISW team is ready to execute this project after receipt of a signed contract (MSA + SOW) and deposit of 25% of contract value. We anticipate project completion within twelve (12) weeks of contract execution. Because of our reliance on various City offices to perform certain steps in the project, we cannot be held liable for any delays in delivering the final product.

TERM OF THIS SOW

This Statement of Work includes a 3-year subscription term for the SimpleCity and SimpleAssets with costs of each annual period detailed below. This 3-year subscription locks in the annual cost below. The subscription term begins upon set-up & implementation completion or no later than twelve (12) weeks following the execution date of this SOW. This subscription term automatically renews after each 3-year term unless the Client provides written notice of non-renewal sixty (60) days prior to the expiration of the 3-year term. Subscription term renewals may be subject to a 5% cost increase and GISW will notify the Client with written notice ninety (90) days prior to the expiration of the 3-year subscription term.

PROJECT COSTS

Implementation Deliverables	Cost
<i>SimpleCity</i> Implementation	\$24,950
First Year of <i>SimpleCity</i> Subscription	<i>\$ included</i>
Web-based Training	<i>\$ included</i>
<i>SimpleAssets</i> Mobile App Activation Fee	\$2,500
<i>SimpleAssets</i> Activation Fee Waived	<i>-\$2,500</i>
Total Implementation Cost*	\$24,950

Ongoing Annual Subscription Costs	Unit Cost	Total Cost
Annual <i>SimpleCity</i> Subscription		\$6,000
Annual <i>SimpleAssets</i> Mobile App Subscription for ten (10) Named Users		
Users 1 – 3	\$900	\$2,700
Users 4 – 10	\$720	\$5,040
Additional Data Uploaded Exceeding 5 GB		\$TBD
Total Annual Costs**		\$13,740

* The first payment, equal to 25% of the total initial costs, will be due upon contract signing—GISW does not begin the project until this deposit is received. The remaining 75% of the total amount will be invoiced upon deliverable completion. Any additional change orders will be billed on an individual schedule at the sole discretion of GISW. Client has two (2) weeks upon project completion to receive web-based training.

**Annual costs are due at the start date of each annual period. The first twelve (12) months of the subscription are included in the Tab set-up.

CHANGE ORDERS

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from GISW will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Client and GISW agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which it is signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the GISW fee structure in effect at the time of the issuance of the Change Order.

TERMINATION

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, Client shall pay GIS Workshop for all Services performed and Deliverables delivered up to and including the date of termination. Client will also be subject to an early termination fee which shall consist of the following: fifty percent (50%) of the annual subscription fees due for the remainder of the term. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

COUNTERPARTS

This SOW may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument. Delivery of an executed counterpart of a signature page to this SOW by facsimile or other electronic means shall be effective as delivery of an original executed counterpart of this SOW.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0991-001) as of the date first above written.

Agreed to and Accepted by:

GIS Workshop, LLC

Sign: Janelle Heuton

By: Janelle Heuton

Its: Chief Operating Officer

Date: 1/2/2018

The City of Harrisburg, SD

Sign: _____

By: _____

Its: _____

Date: _____

Client Point of Contact for GISW Project Manager for data requests:

Name: Michael McMahon

Title: Planning and Zoning Official

Phone: 605-743-5872 ext 2

Email: michael.mcmahon@harrisburgsd.gov