



## **Master Software and Services Agreement**

**Chatham County, NC**

July 2022

**Spatialest Inc**  
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# SPATIALEST

## MASTER SOFTWARE AND SERVICE AGREEMENT

This Master Software and Service Agreement (the “Agreement”), effective July 1<sup>st</sup> 2022 (the “Effective Date”), is made by and between Spatialest, Inc. with its principal place of business at 15720 Brixham Hill Ave, Suite 300, Charlotte, NC 28277 (“Spatialest”), and the Chatham County, a Government Entity with a principal place of business at 12 East Street, Pittsboro, NC 27312 (“Customer”). Spatialest and Customer shall herein be referred to each as a “Party” and collectively as the “Parties”. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1 DEFINITIONS**

Capitalized terms referred to in this Agreement and not defined herein shall have the meanings set forth in the Definition Appendix attached hereto as **Exhibit A**.

### **2 SOFTWARE AND SERVICES**

#### **2.1 Software License.**

If Licensee has purchased a Software License, then the Software is provided in accordance with and is subject to the provisions set forth in this Agreement, the applicable Sales Order, and the additional terms set forth on **Exhibit B** hereto.

#### **2.2 Subscription Services**

If Licensee has purchased a subscription to Spatialest’s Software as a Service (the “Subscription Services”) then the Subscription Services are provided in accordance with and are subject to the provisions set forth in this Agreement, the applicable Sales Order, and the additional terms set forth on EXHIBIT C hereto.

#### **2.3 Professional Services**

“Professional Services” means those certain development, installation, set-up, integration, configuration, consulting and/or training services, if and as specified on a Sales Order and/or on a SOW to be provided by Spatialest. The SOW may be a stand-alone document or attached to the applicable Sales Order as a schedule or other attachment. Spatialest or its designated subcontractors shall make available to Customer certain Professional Services, if and as specified on a Sales Order and/or on an SOW. Professional Services are provided in accordance with and is subject to the provisions set forth in this Agreement, the applicable Sales Order, and the additional terms set forth on EXHIBIT D hereto.

## **2.4 Maintenance Services**

“Maintenance Services” means Spatialest’s maintenance and support services for the Software or Subscription Services. If Customer has purchased a Software License and purchased Maintenance Services (as indicated on a Sales Order), Spatialest will provide Maintenance Services for the applicable term of Maintenance Services purchased. If Customer has purchased Subscription Services, then Customer shall provide the Maintenance Services during the Subscription Period (as defined in Exhibit C). Maintenance Services are provided in accordance with and is subject to the provisions set forth in this Agreement, the applicable Sales Order, and the additional terms set forth on EXHIBIT E hereto.

## **2.5 Indefinite Quantity**

The parties acknowledge that this Agreement is an indefinite delivery/indefinite quantity (“IDIQ”) contract, and the parties may execute multiple Sales Orders under this Agreement.

## **2.6 Sales Orders and SOWs**

The initial Sales Order and SOW may be attached hereto as Exhibit F and Exhibit G, respectively, or may be provided as separate documents referencing this Agreement. If the initial Sales Order and SOW are attached hereto as exhibits, the parties acknowledge and agree that the initial Sales Order and SOW do not require a separate signature to be valid. For the avoidance of doubt, the attachment of the initial Sales Order and SOW to this Agreement does not prohibit the parties from entering into separate, subsequent Sales Orders and SOWs. Each subsequent Sales Order or SOW will be mutually agreed upon and signed by both parties. Unless expressly set forth in the applicable Sales Order or SOW, each Sales Order or SOW is distinct from the other, but each is subject to the terms and conditions of this Agreement, and the applicable exhibits attached hereto, based on the particular Software and/or Services ordered under the applicable Sales Order or SOW. For the avoidance of doubt, each Sales Order or SOW shall only be subject to the exhibit(s) applicable to the Software and/or Services ordered under such Sales Order or SOW.

# **3 FEES; PAYMENT TERMS**

## **3.1 Fees**

Customer agrees to pay Spatialest for the Software and Services provided and expenses incurred on the basis and at the rates specified in each Sales Order or SOW. Unless otherwise set forth on the Sales Order or SOW, payment shall be due within thirty (30) days after receipt of Spatialest’s invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one percent (1%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying the applicable fees, Customer shall also

pay all pre-approved reasonable travel and out-of-pocket expenses incurred by Spatialest in connection with any Software and Services rendered. All such fees shall be included in each relevant sales order.

### **3.2 Disputed Charges**

If Customer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the Parties, Customer shall pay the amounts due under this Agreement less the disputed amount, and the Parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Customer delivers a written statement to Spatialest on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Customer, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from Customer that are not in dispute have been paid as and when required under this Agreement.

### **3.3 Taxes**

Fees are exclusive of taxes. Customer shall be responsible for the payment of all sales, use and similar taxes arising from or relating to the Software and Services provided hereunder, except for taxes related to the net income of Spatialest and any taxes or obligations imposed upon Spatialest under federal, state and local wage laws.

## **4 CONFIDENTIALITY**

### **4.1 Confidential Information**

During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each

Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the Software and Services, and terms and pricing of this Agreement are Confidential Information. Customer further agrees that it shall not use the Software and Services for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the Software and Services and will not publicly post any analysis or reviews of the Software and Services without Spatialest's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

#### **4.2 Exclusions**

Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure. The parties understand and agree that the customer is a governmental entity subject to open records and sunshine laws. To the extent required by law, the customer may be required to disclose records and other confidential information related to this agreement. The parties agree that the customer will not in breach of this agreement if the customer is required to disclose such records of confidential information pursuant to applicable law. To the extent permitted by applicable law, the customer shall notify Spatialest in advance of any such disclosure and permit Spatialest to redact any confidential information that may be exempt to such disclosure.

#### **4.3 Injunctive Relief**

Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be

entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

## **5 LIMITED WARRANTY**

### **5.1 Limited Warranties**

The limited warranties for each of the Software and Services are set forth in the respective Exhibits attached hereto.

### **5.2 No Other Warranty**

SPATIALEST DOES NOT REPRESENT THAT THE SOFTWARE OR SERVICES WILL BE ERROR-FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 5.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SPATIALEST. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SOFTWARE, SERVICES, OR RESULTS ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

## **6 LIMITATION OF LIABILITY**

### **6.1 Consequential Damages Waiver**

EXCEPT AS MAY ARISE OUT OF EITHER PARTY'S BREACH OF SECTION 4.1, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOSS OF PROFITS, OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS AND COSTS, IN CONNECTION WITH THE PROVISION OF THE SOFTWARE AND SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

### **6.2 Limitation of Liability**

THE TOTAL CUMULATIVE LIABILITY OF SPATIALEST TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO SPATIALEST UNDER THE SALES ORDER FOR THE SOFTWARE AND SERVICES WHICH FORM THE SUBJECT OF THE CLAIM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS AGREEMENT



ALLOCATE RISKS BETWEEN THE PARTIES. THE PRICING SET FORTH IN EACH SALES ORDER REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

## **7 TERM**

### **7.1 Term**

This Agreement will commence on the Effective Date of this Agreement and will continue in effect until otherwise terminated in accordance with Section 7.2 below. The term of each Sales Order shall be set forth on the Sales Order. Spatialest reserves the right to change the rates, applicable charges and usage policies and to introduce new charges, for such Sales Order upon providing Customer written notice thereof (which notice may be provided by e-mail) at least 60 days prior to the then current renewal date of the Sales Order and subject to the Customer's approval.

### **7.2 Termination**

Notwithstanding the foregoing, either Party may terminate this Agreement or any Sales Order (i) immediately in the event of a material breach of this Agreement or any such Sales Order by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of a Sales Order shall not be deemed a termination of this Agreement or any other Sales Order. Termination of this Agreement shall, however, terminate all outstanding Sales Orders. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Sales Orders then currently in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Sales Order and SOW.

### **7.3 Effect of Termination**

Upon any termination or expiration of this Agreement or any applicable Sales Order, Spatialest shall no longer provide the applicable Software and Services to Customer and Customer shall cease and cause its Users to cease using the Software and Services. Customer shall pay Spatialest for all fees that had accrued prior to the termination date. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party in its possession.

## **8 OWNERSHIP**

### **8.1 Ownership**

The Software, Services, Documentation any copy, modification, or derivative made of any of the foregoing, and all rights therein, including but not limited to copyrights, patents, utility models, industrial designs/design patents, registered and/or unregistered trademarks, trade secrets, and any other industrial rights, are owned exclusively by Spatalest and/or its licensors. These rights are protected by the provisions of international treaties and applicable national law. All rights not expressly granted to Licensee in this Agreement are reserved to Spatalest and its licensors. There are no implied rights. The Software and Services are licensed, not sold, and Customer does not acquire any ownership of the Software and Services or other rights regarding, including but not limited to, copyrights, patents, utility models, industrial designs/design patents, registered and/or unregistered trademarks or any other industrial rights. The Customer retains ownership of all right, title and interest in and to all customer content as defined on Exhibit C and any other customer data.

### **8.2 Customer Personnel**

Unless otherwise expressly set forth on a Sales Order, the Software and Services may only be accessed and used by Customer and its Authorized Users; provided, however, that Customer shall take appropriate action, by instruction or agreement, to ensure that the Software and Services are being used by such Authorized Users in accordance with the terms and conditions of this Agreement. Licensee shall be liable for any breach of this Agreement by any of its Authorized Users.

## **9 INDEMNIFICATION**

### **9.1 General Indemnification**

Spatalest will indemnify and hold customer harmless from any and all liability, expense or judgment resulting from any suit, cause of action or demand brought against the customer by a third party for personal injury, death or direct damage to tangible property which may accrue against customer to the extent it is caused by the negligence of Spatalest, its subcontractors or their employees or agents, while performing duties under this agreement. Customer will cooperate with Spatalest in its defense or settlement of the claim or suit.

### **9.2 Infringement Indemnification**

Subject to Section 9.3 below, Spatalest will indemnify and hold Customer and its Affiliates harmless from and against any and all Losses incurred arising out of or in connection with a claim, suit, action, or

proceeding brought by any third party against Customer or any of its Affiliates alleging that the use of the Software and Services as permitted hereunder infringes any United States patent, copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Software and Services in violation of this Agreement or applicable law, (b) use of the Software and Services after Spatialest notifies Customer to discontinue use because of an infringement claim, (c) any claim relating to any third party products or services or Customer Content (as defined in Exhibit C), (d) modifications to the Software and Services made other than by Spatialest (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Software and Services with software or equipment which was not provided by Spatialest, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by Spatialest with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement. If the Software and Services are held to infringe, Spatialest will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Software and Services with non-infringing Software and Services without material loss of functionality; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Sales Order or SOW and refund to the Customer any prepaid unused fees paid to Spatialest for the infringing Software and Services. For the avoidance of doubt, notwithstanding the foregoing, Spatialest shall continue to be responsible for any other damages. Losses, judgments or costs incurred by customer pursuant to this section 9.2. The rights and remedies granted Customer under this Section 9.1 state Spatialest's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

### **9.3 Indemnification Procedure**

The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified

Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's sole cost and expense).

## **10 GENERAL PROVISIONS**

### **10.1 Entire Agreement and Controlling Documents**

This Agreement, including all Exhibits hereto and all Sales Orders and SOWs, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Sales Order or SOW and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Sales Order or SOW. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by Customer shall be of no force or effect, even if the order is accepted by Spatialest. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

### **10.2 Assignment**

This Agreement shall be binding upon and for the benefit of Spatialest, Customer and their permitted successors and assigns. Either Party may assign this Agreement and all Sales Orders without consent of the other Party to an Affiliate of such party or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or business to which this Agreement relates provided that it gives the other Party prompt written notice of such assignment and the assignee is or otherwise agrees in writing to be bound by the terms and conditions of this Agreement. Except as expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Spatialest may use independent contractors or subcontractors to assist in the delivery of Software and Services; provided, however, that Spatialest shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.

### **10.3 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina USA without regard to its conflict of law provisions.

### **10.4 Headings**

The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

### **10.5 Relationship of the Parties**

Spatiallest and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

### **10.6 Publicity**

Neither party will use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party without the prior written consent of the other party; provided, that Spatiallest may include Customer's name and logo on lists of selected Customers.

### **10.7 Force Majeure**

Except for the obligation to make payments, non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

### **10.8 Notices**

Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party set forth on the applicable Sales Order. Either Party may change its address by giving written notice of such change to the other Party.

### **10.9 No Third-Party Beneficiaries**

Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

### **10.10 Counterpart, Order of Precedence**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature. Any conflict between the terms and conditions set forth in this Agreement and any Sales Order or SOW shall be resolved in favor of this Agreement unless such Sales Order or SOW expressly references the conflicting provision in this Agreement that it is intended to control and states that it is to control. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Spatialest regarding future functionality or features.

### **10.11 Waiver and Severability**

Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

### **10.12 Export; Government Restricted Rights**

Customer acknowledges that the export of any Software or Services is subject to export or import control and Customer agrees that any Software or Services or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Customer obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law. The Software, Services and the Documentation have been developed at private expense and are sold commercially. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in Spatialest’s standard

commercial license. Thus, the Software and Services referenced herein, and the Documentation provided by Spatialest hereunder, which are provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.

**10.13 Signatures.**

Spatialest and Customer have caused this Agreement to be executed as a document under seal by their duly authorized representatives as of the effective Date.

**SPATIALEST INC.**

Name: Ashley Moore

Signature:

Title: C.E.O

Date:

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**CHATHAM ASSESSOR'S OFFICE**

Name: Dan Lamontagne

Signature:

Title: County Manager

Date:

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## 11 EXHIBIT A DEFINITIONS

1.1 Affiliates means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition “control” means the direct possession of most of the outstanding voting securities of an entity.

1.2 Authorized Users means the categories of Users identified on the applicable Sales Order.

1.3 Confidential Information has the meaning ascribed to it in Section 4.1.

1.4 Documentation means the documentation for the applicable Software or SaaS Service generally supplied by Spatialest to assist its customers in the use of the Software or SaaS Service, including user and system administrator guides and manuals and other written materials, including software functional specifications.

1.5 Losses means all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorney fees.

1.6 Representatives has the meaning ascribed to it in Section 4.1.

1.7 Sales Order means each Spatialest ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Software and/or Services ordered by Customer from Spatialest, sets forth the prices for the Subscription Service and contains other applicable terms and conditions.

1.8 Services means Subscription Services, Maintenance Services and Professional Services (if applicable) and as further described herein and in the applicable Sales Order and/or SOW.

1.9 Software means the software products provided by Spatialest as further described in Exhibit B, and if purchased by Customer, are provided to Customer and listed on a Sales Order and all updates, enhancements, bug fixes and new releases thereto that Spatialest makes available to Customer hereunder.

1.10 SOW means a Statement of Work referencing this Agreement signed by duly authorized representatives of both Parties from time to time that sets forth Professional Services to be provided by Spatialest and certain other terms related thereto that are agreed between the Parties. The Parties acknowledge that for small Professional Services engagements, the SOW may be a stand-alone document, or attached to the applicable Sales Order as a schedule or attachment, or the Sales Order may serve as



the SOW.

1.11 Subscription Service means Spatialest's proprietary web-based software programs, which are described in Exhibit C, and if purchased by Customer, on the applicable Sales Order.

1.12 Users mean individuals who are authorized by Customer to use the Software and/or Services.

1.13 Work Product means any work product, deliverables, programs, interfaces, modifications, configurations, reports, analyses or documentation developed by Spatialest on behalf of Customer and delivered to Customer in the performance of Professional Services and further described in the applicable Sales Order or SOW.

## 12 EXHIBIT B SOFTWARE LICENSE

The terms set forth in this Exhibit B apply only to Sales Order(s) for Software licenses.

1. License Term. “License Term” means the period in which Customer is authorized to utilize the Software. The initial License Term (the “Initial License Term”) shall be listed on the applicable Sales Order. At the conclusion of the Initial License Term or the applicable Renewal License Term, the license to the Software shall automatically renew for successive twelve month License Terms (each a “Renewal License Term”, where the Initial License Term and any Renewal License Term are collectively referred to herein as the “License Term”), unless either party provides the other with written notice of its intent not to renew the license to the Software at least 60 days prior to the end of the then-current License Term. All licenses granted with respect to any Software and Documentation shall immediately expire on the last day of the License Term.

2. License Fees. Customer agrees that notwithstanding any other provision of this Agreement, License fees are fully earned by Spatialest upon delivery of the Software to a designated Authorized User, and such License Fees are due and payable by Customer without any further performance by Spatialest. Spatialest is expressly authorized by Customer to deliver the Software and invoice for the Software listed in accordance with the Sales Order upon execution of such Sales Order by the Parties.

3. License Grant. Subject to the terms and conditions of this Agreement, upon the execution of a Sales Order by Spatialest and Customer for the Software, Spatialest grants to Customer, solely during the License Term, a non-exclusive, non-transferable license to install, execute and use the Software, in object code form only, as well as the accompanying Documentation, solely in connection with the number of licenses licensed by Customer (as reflected on the applicable Sales Order). Customer shall only install the Software at the site(s) set forth on the Sales Order (the “Sites”). The preceding sentence does not, however, restrict the ability of Authorized Users to access the Software over the internet from any site outside the Sites. The foregoing license is subject to the other terms set forth in the Agreement (including this Exhibit B), any additional terms set forth in the applicable Sales Order, and payment of all applicable license fees.

4. Copies. Customer may make up to two (2) copies of the Software and Documentation solely for Customer’s internal back-up and archival purposes only, provided that all such copies shall bear the

original and unmodified copyright, patent and other intellectual property markings as originally delivered by Spatialest.

5. Delivery. Spatialest shall deliver one (1) copy of the ordered Software and Documentation within ten (10) days after its execution of the applicable Sales Order or on such other date as may be specified in the applicable Sales Order. Delivery shall be deemed to have been made upon (i) transfer of the Software and Documentation by Spatialest to its shipping agent or (ii) receipt of electronic confirmation by Spatialest that the electronic mail to Customer containing the instructions for downloading the Software and Documentation from an FTP site has been sent.

6. Additional Software, Hardware and Equipment. Additional equipment and software may be necessary to install and operate properly the Software as detailed in the then-current Documentation. Future versions of the Software and new Spatialest products may require additional equipment and/or software, as well as updated versions of the additional equipment and software. Purchase or licensing of these items, if required, shall be solely the responsibility of Customer. Customer acknowledges that certain third-party hardware and software products (“Third Party Products”) are provided by Spatialest as a “pass through” to Customer, and such Third-Party Products are covered by a warranty offered by the third-party hardware or software vendor, not Spatialest. Any such Third-Party Products shall be identified as such on the Sales Order. Customer acknowledges and agrees that Spatialest makes no warranty of any kind with respect to such Third-Party Products and agrees to look solely to the applicable vendor for warranty support for such Third-Party Products.

7. Software Warranty. Spatialest warrants that for a period of ninety (90) days from the date of delivery (the “Warranty Period”), the Software will perform in conformity with its Documentation, in all material respects. Such warranty does not apply to Software that has been damaged, mishandled, mistreated, altered or used or maintained or stored other than in conformity with the Documentation. If the above warranty is breached during the Warranty Period, Spatialest will, at its option and at no cost to Customer, (a) provide remedial services necessary to enable the Software to conform to the warranty, or (b) replace any defective Software, or (c) accept the return of the Software and provide Customer with a pro rata refund of any prepaid, unused amounts applicable to the balance of the unexpired License Term. Customer will provide Spatialest with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Customer will notify Spatialest promptly in writing of any breach of the above warranty. The remedies set out in this subsection are Customer’s sole remedies for breach of the above warranty.

8. Restrictions. Customer shall not and shall not allow any third party to decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software or any portion thereof, or otherwise derive its source code; (ii) modify, translate, or create derivative works of the Software or Documentation; (iii) sell, lease, license, sublicense, copy (except as permitted in Section 1.2 above), market or distribute the Software or Documentation; or (iv) use the Software for any timesharing, service bureau, subscription, rental or similar uses without the express prior written consent of Spatialest in each instance or use the Software on behalf of any third party. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software. Unless otherwise expressly set forth on a Sales Order, the Software may only be accessed and used by Customer and its Authorized Users; provided, however, that Customer shall take appropriate action, by instruction or agreement, to ensure that the Software is being used by such Authorized Users in accordance with the terms and conditions of this Agreement. Customer shall be liable for any breach of this Agreement by any of its Authorized Users.

9. Audit. During the License Term, Spatialest may, upon written notification to Customer, perform an audit, not more than once per twelve (12) month period, of Customer's use of the Software and Documentation and Customer's compliance with the provisions of this Agreement. Any such audit shall be made at Spatialest's expense and shall occur during the Customer's normal business hours. Spatialest shall notify Customer, in writing, ten (10) business days prior to such audit. Such audit shall not unreasonably interfere with Customer's business operations and Customer agrees to cooperate with Spatialest in any such audit.

## 13 EXHIBIT C SUBSCRIPTION SERVICES

The terms set forth in this Exhibit C apply only to Sales Order(s) for Subscription Services.

1. Additional Definitions.

- a. Content means text, images, documents, materials, and all other forms of data or communication.
- b. Customer Content means all Content made available by Customer or its Authorized Users to Spatialest for use in connection with the Subscription Services or generated by Customer via use of the Subscription Services.
- c. Spatialest Content means all Content made available by Spatialest to Customer in connection with Customer's use of the Subscription Services.

2. Subscription Period. "Subscription Period" means the period in which Customer is authorized to utilize the Subscription Services. The initial Subscription Period shall be listed on the applicable Sales Order (the "Initial Subscription Period"). At the conclusion of the Initial Subscription Period or the applicable Renewal Subscription Period, the license to the Subscription Services shall automatically renew for successive twelve month Subscription Periods (each a "Renewal Subscription Period", where the Initial Subscription Period and any Renewal Subscription Period are collectively referred to herein as the "Subscription Period"), unless either party provides the other with written notice of its intent not to renew the Subscription Services at least 60 days prior to the end of the then-current Subscription Period. All licenses granted with respect to the Subscription Services and any related Documentation shall immediately expire on the last day of the Subscription Period.

3. License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees for the Subscription Services set forth on the applicable Sales Order, Spatialest hereby grants to Customer, solely during the Subscription Period for the Subscription Services, a non-exclusive, non-transferable license to access and use the Subscription Services. This license is restricted to use by Customer and its Authorized Users and does not include the right to use the Subscription Services on behalf of any third party. Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Subscription Services.

4. Subscription Services Warranty. Spatialest warrants that during the Subscription Period, the

Subscription Services will conform, in all material respects, with its Documentation. Spatialest does not warrant that it will be able to correct all reported defects or that use of the Subscription Services will be uninterrupted or error free. Spatialest makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Spatialest will, at no additional cost to Customer, provide remedial services necessary to enable the Subscription Services to conform to the warranty. Customer will provide Spatialest with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty. Such warranty shall only apply if the Subscription Services has been utilized by Customer in accordance with the Sales Order and this Agreement. SPATIALEST DOES NOT WARRANT THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

5. Certification. At Spatialest's written request and no more than once every twelve (12) months during the Subscription Period, Customer shall provide Spatialest with a signed certification verifying that the Subscription Services are being used pursuant to the provisions of this Agreement. Spatialest may perform an audit of Customer's use of the Subscription Services and Customer's compliance with the provisions of this Agreement.

6. Modifications to Subscription Services. Spatialest may make modifications to the Subscription Services or components of the Subscription Services from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Services.

7. Customer Content. Customer retains ownership of all right, title and interest in and to all Customer Content. During the term of this Agreement, Customer hereby grants to Spatialest a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.2 of the Agreement), royalty-free right to use, display, transmit, and distribute the Customer Content solely as necessary to provide the Subscription Services to Customer. Upon termination of the Subscription Services, Spatialest shall make such Customer Content available to Customer in a mutually agreed upon format. Notwithstanding the foregoing, Customer acknowledges and agrees that Spatialest shall have the right to copy, use, distribute, and display any information, analysis, statistics and other data generated by the Subscription Services (or derived from Customer's use of the Subscription Services), including compilation of aggregated statistics about the Subscription Services; provided, however, that Spatialest shall not publicly disclose or distribute any such data unless such data is in an aggregated form that would not permit a third party to identify the

data as associated with Customer or any of its Authorized Users.

8. Subscription Service and Spatialest Content. Customer acknowledges and agrees that as between Spatialest and Customer, all right, title and interest in and to the Subscription Services and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain Spatialest's or its licensors', and Spatialest in no way conveys any right or interest in the Subscription Service other than a limited license to use it in accordance herewith. Spatialest also retains ownership of all right, title and interest in and to all Spatialest Content. During the term of this Agreement, Spatialest grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.2 of the Agreement), royalty-free right to use, display, transmit, and distribute the Spatialest Content solely in connection with Customer's permitted use of the Subscription Services.

9. Customer Obligations. Customer is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Unauthorized use, resale or commercial exploitation of the Subscription Services in any way is expressly prohibited. Without Spatialest's express prior written consent in each instance, Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Services or access the Subscription Services in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Services. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Subscription Services to any third-party. Customer shall be liable for any breach of this Agreement by any of its Authorized Users. In addition to Spatialest's other remedies hereunder, Spatialest reserves the right upon notice to Customer to terminate any Authorized User's right to access the Subscription Service if such Authorized User has violated any of the restrictions contained in this Agreement. Customer is solely responsible for all Customer Content. Spatialest does not guarantee the accuracy, integrity or quality of such Customer Content. Neither Customer nor its Authorized Users shall use the Subscription Services to: (a) send, upload or otherwise transmit any Customer Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Content that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other

computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Services or networks connected to the Subscription Services; or (e) violate any applicable law or regulation.

10. Data Retrieval Upon Termination. Within thirty (30) days following termination of any Sales Order for the Subscription Services or this Agreement, Customer may retrieve Customer Content in accordance with established and reasonable system access procedures. After such period, Spatialest will have no further obligation to store and/or make available Customer Content and may delete the same.

11. Indemnification. Customer shall indemnify, defend, and hold Spatialest and its Affiliates harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against Spatialest or any of its Affiliates that arises out of or results from a claim (i) alleging that the Customer Content, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 8 (Customer Obligations) above or violation of any applicable law.



## 14 EXHIBIT D      PROFESSIONAL SERVICES

1. Professional Services. Spatialest will provide Professional Services pursuant to Sales Orders and/or SOWs executed by the parties and referencing this Agreement.

2. Professional Services Warranty. Spatialest warrants that all Professional Services provided hereunder shall be provided in a competent manner in accordance with any specifications set forth in the Sales Order or SOW (as the case may be), in all material respects. Spatialest further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set forth in the applicable Sales Order or SOW. If the Services are not performed as warranted or the Work Product does not so comply, then, upon Customer's written request, Spatialest shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to Customer. Such warranties and other obligations shall only survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be (provided however, that if a Sales Order or SOW specifies that acceptance testing is applicable then such warranty shall survive for a period of thirty (30) days following Customer's acceptance of such Professional Services or Work Product). Such re-performance shall be Customer's exclusive remedy and Spatialest's sole liability for any such non-performance. If, however, after repeated efforts, Spatialest is unable to remedy such defect in any Professional Services or Work Product, then Customer's sole remedy and Spatialest's entire liability shall be to refund to Customer any amounts previously paid by Customer for the particular deficient portion of the Professional Services or Work Product.

3. Work Product. Except as otherwise set forth on a SOW or Sales Order, Customer will have a non-exclusive, non-transferable (except as set forth in Section 10.2 of the Agreement) license to use any Work Product developed by Spatialest in the performance of the Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use in connection with the Software or the Subscription Service. Spatialest retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by Spatialest in the performance of this Agreement. All such information shall be treated as Confidential Information of Spatialest. Spatialest may utilize any and all methods, computer software, know-how or techniques

related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its Software and Subscription Services.

4. Change Requests. Either party may request a change to a SOW, and for such purpose shall submit to the other party a written notice (“Change Request”) setting forth the requested change and the reason for such request. Within five (5) business days (or such other period as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute a new SOW.

5. Staffing. Spatialest shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of its Professional Services personnel. In addition, Spatialest may, at its sole responsibility, retain one or more sub-contractors to provide all or a portion of the Professional Services. Customer shall provide at least one mutually acceptable contact person to communicate all product development-related activities, and matters concerning the Professional Services, to Spatialest. Spatialest shall be responsible for all actions of its subcontractors in the performance of this Agreement.

## 15 EXHIBIT E MAINTENANCE SERVICES

Maintenance Generally. Spatialest’s Maintenance Services are provided only for the standard version of the Software/Subscription Services made generally available by Spatialest and do not apply to any custom software deliverables that may be provided by Spatialest to Customer as part of Professional Services.

Telephone Support. Spatialest technical support offers the Customer a single point of contact for all product support questions. The Customer will call the technical support hotline and the call coordinator will work to address Customer issues. Support is provided for the then current and one prior Upgrade of the Software. Customer shall always maintain two (2) appropriately qualified persons as its designated support representatives and keep Spatialest informed of their identities. Support calls to Spatialest shall be routed through such representatives.

Response/Resolution Times.

Spatialest’s shall use commercially reasonable efforts to respond to and resolve the Priority Levels set out below in the time periods described below, provided that classification of any problem among Priority Levels shall be reasonably in accordance with the definitions specified below which shall be determined by Spatialest in its reasonable discretion:

Priority Level	Description
1	The Software/Subscription Services is down and cannot be accessed
2	The Software/Subscription Services is running but substantial errors occur
3	Errors in the Software/Subscription Services affect users’ ability to benefit fully from it
4	The Software/Subscription Services display some minor errors

The following target response and resolution times are applied:

Priority Level	Target Initial response	Target for Temporary Fix or workaround
1	Within 5 Business Hours	Within 1 Business Day
2	Within 1 Business Day	Within 2 Business Days
3	Within 1 Business Day	Within 3 Business Days
4	Within 2 Business Days	Within 5 Business Days, unless otherwise indicated in response

A business day is a 24-hour span except during weekends and Spatialest recognized holidays.

The fix and workaround times apply only if the person that has submitted the support request can be contacted by e-mail or telephone without delay during the resolution phase.

Maintenance. Updates and Upgrades will be provided to Customer during a License Term, upon a request by Customer. Spatialest reserves the right to address defects in the next release of the Software or Subscription Services (as applicable). Spatialest will not be responsible to provide service or support when the problem is the result of faulty hardware or software that (i) Spatialest did not provide or (ii) Spatialest has not contracted with Customer to support under this Agreement. Spatialest reserves the right to bill Customer for such non-supported service at Spatialest's standard time and material charges for services that fulfill these criteria. Maintenance services are not on-site services. If Customer needs or desires on-site maintenance services, such services are available at Spatialest's standard Professional Services time and material charges.

For purposes of the foregoing, "Updates" mean interim releases of the Software incorporating standard maintenance, improvements, patches, error corrections and enhancements that are provided by Spatialest to customers who are covered by Spatialest's Services. Updates are designated by all digit(s) to the right of the decimal point (e.g., 3.x.x), and the content and timing of all Updates shall be decided upon by Spatialest in its sole discretion and "Upgrades" mean full product releases of the Software, which contain substantial functional enhancements. Upgrades are also provided by Spatialest to customers who are covered by Spatialest's Maintenance Services. Upgrades are designated by the digit to the left of the decimal point (e.g., x.0), and the content and timing of all Upgrades shall be decided by Spatialest in its sole discretion. Upgrades do not include any products that are marketed and priced separately by Spatialest or which Spatialest does not make available to its customers who are covered by Spatialest's Maintenance Services.

Maintenance Services Warranty. Spatialest warrants that all Maintenance Services will be provided with reasonable skill and care conforming to generally accepted industry standards. If the Maintenance Services are not performed as warranted, then, only upon Customer's written request within five (5) days from the date of delivery of such Maintenance Services, Spatialest shall promptly re-perform, or cause to be re-performed, such Maintenance Services, at no additional charge to Customer. Such re-performance shall be Customer's exclusive remedy and Spatialest's sole liability for any such non-performance.

## 16 EXHIBIT F SALES ORDER

### A. Product Description

Item	Description
1	<p><b>Comper Pro by Spatialest Inc</b></p> <p>Comper is a revolutionary online Comparable Sales selector. Comper helps validate or present assessment information, assists with appeal management and improves accessing or disseminating property information. The associated Comp Grid allows the appraisers to make adjustments to the comps and generate a value. It provides the ability for appraisers to generate their own URAR form/Fee Appraiser style report.</p>
2	<p><b>Comper for Citizen by Spatialest Inc</b></p> <p>Comper for the Citizen is an interactive map-based application that allows the taxpayer to view their property in comparison to similar, nearby properties that have recently sold. Simple, easy to use filters allow the citizen to select the sales evidence they feel best represents their property and create comp reports if necessary</p>
3	<p><b>Community by Spatialest Inc</b></p> <p>The 'Community' product is a dashboard of information designed to enhance civic engagement and empower citizens. Community Shares, Engages, Empowers, Analyzes &amp; Visualizes information and offers improved decision making. Community offers a reduction in transaction costs due to increased data use, provides efficiencies via linked data, and offers the opportunity for economic growth through data analysis and data productization.</p>

### B. License Fees

Item	Description	Cost (\$)
1	<p><b>Comper Pro</b></p> <p>Annual License (Hosting, Data Updates, Support &amp; Maintenance)</p>	11,500
2	<p><b>Comper for Citizen</b></p> <p>Annual License (Hosting, Data Updates, Support &amp; Maintenance)</p>	5,750
3	<p><b>Community</b></p> <p>Annual License (Hosting, Data Updates, Support &amp; Maintenance)</p>	11,500

**C. Implementation Fees**

Item	Description	Cost (\$)
1	<b>Comper Pro</b> (Setup, Design, Data Integration, Testing & Deployment)	6,000
2	<b>Comper for Citizen</b> (Setup, Design, Data Integration, Testing & Deployment)	Waived
3	<b>Community</b> (Setup, Design, Data Integration, Testing & Deployment)	7,500

**D. Professional Services Fees**

Additional work can be requested and invoiced accordingly.

Item	Description	Cost (\$)
1	On - site Consultancy (\$1,500 Per Day)	NIL
2	Off - site Consultancy (\$1,000 Per Day)	NIL

**E. Support and Services**

Item	Activity	Description	Timescale	Cost (\$)
1	Implementation	Scope of Work	Scope of Work	Included with Set Up Fee
2	Support	Maintenance of SOW product	Service Level Agreement	Included with License Fee
3	Change Request	Change Request created by client	To be agreed but typically circa 2 weeks	To be agreed
4	Feature Request	New or additional functionality requested	To be agreed but typically 3 to 6 months	To be agreed

**F. Total Costs**

<b>Item</b>	<b>Description</b>	<b>Cost (\$)</b>
1	Year One	42,250
2	Subsequent Years	28,750

**G. Payment**

<b>Description</b>
Payment is due 30 days after invoice. All travel and expenses incurred in the US are billed at cost.

**H. Term**

<b>Description</b>
The Initial Term of this Sales Order commences on July 1 <sup>st</sup> 2022 and continues in effect for a period of three (3) years. Upon expiration of the Initial Term, this Sales Order shall automatically renew for successive periods of twelve (12) months each (each a "Renewal Term"), unless either Party provides written notice to the other Party of its intent not to renew at least thirty (30) days prior to expiration of the Initial Term or any then current Renewal Term.

This Sales Order together with the Agreement executed by the parties contain the entire agreement regarding the Customer's use of the product described in this Sales Order and may be amended only in writing signed by both parties. Any outstanding Sales Orders shall also remain in full force and effect unless expressly stated in this Sales Order.

Spatialest and the Customer have caused this Sales Order to be executed by their duly authorized representatives as of the Order Effective Date.

**SPATIALEST INC.**

Name: Ashley Moore

Signature:

Title: C.E.O

Date:

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**CHATHAM ASSESSOR'S OFFICE**

Name: Dan Lamontagne

Signature:

Title: County Manager

Date:

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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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Roy Lynch, Finance Director