

RESOLUTION NO. 2026-069

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH GEOCIVIX, LLC TO PROVIDE ENGINEERING PERMITTING SOFTWARE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase GeoCivix, LLC software for the Engineering Department to implement a comprehensive permitting solution that integrates electronic plan review with permit and inspection tracking; and

WHEREAS, this proposed permitting platform will enable residents to more easily obtain online Engineering permitting information while creating a consistent and familiar electronic portal that will mirror the portal used by the Building Department; and

WHEREAS, this will be a single source/standardization purchase due to the seamless customer service it will provide in conjunction with other departments; and

WHEREAS, the Town budgeted Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00) in the FY2027 Budget within the Public Works Operating Budget (Account #2600-001-539-46500); and

WHEREAS, GeoCivix, LLC has provided pricing totaling Fifty-Six Thousand Five Hundred Dollars and Zero Cents (\$56,500.00) which equals Eleven Thousand Three Hundred Dollars and Zero Cents (\$11,300.00) each year for five years, with the pricing locked for that entire five-year term; and

WHEREAS, the Town wishes to authorize administrative annual renewals beyond the initial five-year term, provided funding for such renewals is included in the Town's adopted budget; and

WHEREAS, the Town Council believes that the Agreement is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves an agreement with GeoCivix, LLC totaling Fifty-Six Thousand Five Hundred Dollars and Zero Cents (\$56,500.00) for a five-year term.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute the agreement and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 24th day of September, 2026 on a motion by

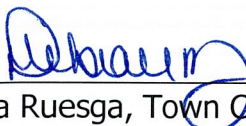
Jim Jablonski and seconded by Chris Hartmann.

Breitkreuz	<u>yes</u>
Jablonski	<u>yes</u>
Allbritton	<u>yes</u>
Hartmann	<u>yes</u>
Kuczenski	<u>yes</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Steve Breitkreuz, Mayor

Attest:


Debra Ruesga, Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.2026.091

GEOCIVIX MASTER SERVICES AGREEMENT

THIS AGREEMENT which consists of this Service Schedule, Standard Terms and Conditions, and Service Level Agreement (together, this **Agreement**), each of which are incorporated by reference, is entered into as of the Effective Date (defined below) by and between GeoCivix, LLC, an Arizona limited liability company (**GeoCivix**), and the entity identified in this Service Schedule (**Customer**).

WHEREAS, GeoCivix is a provider of Services and Technology, each as defined herein; and

WHEREAS, Customer desires to access and use the Services and the Technology in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

SERVICE SCHEDULE

Part I – Customer and Basic Services Details

Effective Date	The Effective Date shall be the same as the date of customer's signature on page 3 of this Service Schedule.	
Customer	Town of Southwest Ranches Public Works & Engineering Department 13400 Griffin Road Southwest Ranches, FL 33330	
Service Commencement Date	Effective immediately upon execution of the agreement or as soon as practical thereafter.	
Initial Term / Contract Duration <i>* Pricing is locked in for the duration of multi-year contracts.</i>	☐ 5-year contract	
Payment Frequency	Annually	
Customer Accounts Payable Contact	Name: Mr. Rod Ley	Role: Public Works Director
	Telephone: 954.343.7444	Email: rley@southwestranches.org
Customer Technical Contact to Send Bluebeam License and Keys to (if Applicable)	Name:	Role:
	Telephone:	Email:
Customer Purchase Order Number		

Part II – Price Plan and Service Description

Price valid for 60 days starting from Thursday, September 3, 2026, and subject to acceptance of our standard terms and conditions.

One-Time Setup Costs			
Product	Qty	Price	Total
Application Form & Workflow Configuration	1	\$750	\$750
Custom Report Development	2	\$5,000	\$10,000
Internal User Training Course	1	\$750	\$750
<i>* Quantities are estimated and subject to change</i>			Annual Subtotal
			\$11,500

Annual Costs			
Product	Qty	Price	Total
Standard User License	6	\$1,500	\$9,000
<i>* Bluebeam Licenses Sold Separately</i>			Annual Subtotal
			\$9,000

Contract Options

One Year		Three Year		Five Year		Five Year Amortized	
Year 1	\$20,500	Year 1	\$20,500	Year 1	\$20,500	Year 1	\$11,300
		Year 2	\$9,000	Year 2	\$9,000	Year 2	\$11,300
		Year 3	\$9,000	Year 3	\$9,000	Year 3	\$11,300
				Year 4	\$9,000	Year 4	\$11,300
				Year 5	\$9,000	Year 5	\$11,300
Total	\$20,500	Total	\$38,500	Total	\$56,500	Total	\$56,500

Part III – Statement of Work

This Statement of Work outlines the specific services and deliverables that GeoCivix will provide as part of the project. Each item corresponds to the features and functionalities detailed in the price plan and includes descriptions of the configuration, implementation, and training services required to meet your organization's needs. This ensures a clear understanding of the scope of work and the responsibilities of both parties during the deployment and ongoing use of the system.

Expedited Implementation Timeline and Scope

Southwest Ranches has identified October 1st, 2026, as the target go-live date. While this represents an accelerated timeline, GeoCivix will make every reasonable effort to meet this objective and ensure a successful transition within the constraints of the schedule.

We anticipate that the **basic core functionality** will be fully operational by the go-live date, providing complete experience for applicants.

However, certain **administrative and advanced features** will be finalized post-launch, including:

- Report development

These items will follow immediately after the initial deployment to ensure a stable and timely rollout.

Application Form & Workflow Configuration

GeoCivix implementation staff will collaborate with your subject matter experts to understand your organization's unique requirements, then professionally configure one (1) application type into a dynamic web form with its associated review workflow. This configured application will serve as a fully functional, production-ready example—allowing customers to submit applications electronically and upload any required documents, while your staff review, route, and make decisions through a streamlined intake-to-approval process.

Beyond this initial configuration, our goal is to equip your team to expand the system independently as your needs grow. Rather than relying solely on GeoCivix to build out every application type, the configured application is paired with hands-on Configuration Training (detailed in the Training section below) that prepares your power users to create and manage additional application forms, workflows, permit types, inspection types, fees, and document templates on their own. This approach gives your organization full ownership of the platform and the flexibility to add new application types on your own timeline, without incurring additional configuration charges.

Schedule of Application Types / Web Forms to be Configured

1. TBD

Report Configuration

GeoCivix will design and configure two(2) custom reports tailored to your organization's operational and reporting needs. These reports will dynamically pull data from the system to generate insights such as permit activity summaries, inspection performance, fee tracking, and departmental metrics. Each report is built to be flexible and configurable, ensuring consistent formatting, accurate data representation, and alignment with your organization's reporting standards and unique reporting needs. The number and type of custom reports to be configured are outlined in the price plan above. Once implemented, these reports will automate data analysis, minimize manual compilation, and provide real-time visibility into key performance indicators.

In addition to the primary custom reports, GeoCivix will also provide nine (9) standard reports that are configured for your organization using our standard reporting engine. These reports represent commonly used departmental metrics and will be included as part of the overall configuration without additional custom report charges. Standard reports output data

into commonly used file formats such as excel, and csv files for easy data extraction and manipulation. It should be noted that the standard reporting engine does not export into PDF/presentation style format.

Schedule of Reports to be Configured

1. TBD
2. TBD

Training

GeoCivix will provide comprehensive training to ensure staff are fully equipped to use and manage the configured system effectively. GeoCivix will tailor the training to meet the specific needs of each department, ensuring users have the knowledge and skills to manage day-to-day operations and make adjustments as needed. Training materials, including guides and videos, will be provided for future reference. Training is provided in a virtual environment via webinar, unless otherwise noted in this document. The scope of training is outlined in the price plan above.

- **Internal User Training Courses** are two hours in duration and capped at 10 students per course. This course is designed to provide staff with the knowledge and confidence to perform their daily operations and covers:
 - General site orientation
 - All tasks required for successful daily operations
- **Configuration Training Courses** are 4 hours in duration and capped at 5 students per course. The quantity of configuration training courses is detailed in the price plan above. This course is designed to equip power users with the knowledge and confidence to:
 - Create and manage applications forms and workflows
 - Create and manage permit types
 - Create and manage inspection types,
 - Manage groups and permissions
 - Create and manage fees and associated formulas
 - Create and manage document templates

Integration Maintenance

Ongoing maintenance is essential for all integrations and is included in the Annual Costs section. This maintenance package ensures that your integration continues to function smoothly, even with new feature releases, and offers priority development support in the event of any issues with integration performance.

Standard User Licenses

A GeoCivix user license is required for any administrator who needs write access to the database, allowing them to interact with records and make changes within the system. Licenses are not required for general public users or contractors accessing the system, nor are they needed for administrators or users with read-only access. Those who wish to view information without modifying records are exempt from requiring a paid license.

Typical roles that require a paid license include system administrators, permit technicians, plan reviewers, inspectors, and departmental supervisors. The number of user licenses provided is specified in the price plan above, ensuring your organization has the appropriate licenses based on its operational needs.

Annual Hosting, Maintenance, and Support

GeoCivix provides comprehensive annual hosting, maintenance, and support services to ensure your system runs smoothly and efficiently throughout the year. Our secure hosting environment ensures reliable system uptime, data protection, and scalability to meet your organization's growing needs.

Our maintenance services include regular updates, bug fixes, and system enhancements to keep the platform up to date with the latest features and security protocols. We proactively monitor system performance to identify and resolve any issues before they impact your operations.

Support is available via phone, email, and an online help desk to address any technical questions or issues that arise. Our dedicated support team is here to ensure quick resolution of any problems and to provide guidance on system usage when needed. The details of your hosting, maintenance, and support plan are outlined in the Service Level Agreement.

Post Deployment Options and Professional Services

Once your initial application is deployed and your team has completed Configuration Training, you'll have three paths forward, and you're free to mix and match them as your needs evolve:

- **Use the portal as configured.** Run your live application type as-is for as long as it meets your needs—no further action required.
- **Self-configure to meet expanding needs.** Using the skills gained in Configuration Training, your power users can build and manage additional application types, workflows, and related configurations directly, at no additional cost.
- **Engage GeoCivix for Professional Services.** If you'd prefer GeoCivix to design and configure additional applications or take on more complex work, our team is available to help. Professional Services in excess of the items listed in this Statement of Work require a separate SOW and purchase order (as described in Section 15 of the Standard Terms and Conditions).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

GEOCIVIX, LLC,
an Arizona limited liability company

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

ADDRESS FOR NOTICES TO GEOCIVIX:

9420 E. GOLF LINKS RD.
SUITE 108, #294
TUCSON, AZ 85730

CUSTOMER

By: _____
(Signature)

Name: Russell Muritz

Title: Town Administrator

Date: September 24, 2024

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions form a part of the Agreement between GeoCivix, and the Customer identified on the Service Schedule to which these Standard Terms and Conditions are attached and govern the Customer's use of the Services and the Technology.

1. Definitions

1.1 Services means the services described and specified on the applicable Service Schedule and any updates or upgrades to such services which may be generally released by GeoCivix to all customers from time to time.

1.2 Technology means all computer hardware, software, intellectual property, and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Site. The Technology includes in part but is not limited to the hardware, software, and computer code.

1.3 Site means the GeoCivix.com website, including the Technology.

1.4 Affiliate means with respect to Customer, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Customer, which agrees in writing to be bound by all the obligations of Customer hereunder.

1.5 Internet Data Centers means any of the facilities owned or controlled by GeoCivix and used by GeoCivix to provide the Services. These facilities house the Technology used for the provision of Services.

1.6 Customer Data means Customer's information or other data processed, stored, or transmitted by, in or through the Technology, including without limitation personal information relating to the Customer's personnel, customers, and prospective customers such that the identity of such persons is apparent or can reasonably be determined from such personal information.

1.8 Proprietary Rights means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.9 Basic User means any named user having permission to submit applications, upload documents, pay fees, view project status, request inspections, and view project related reports and documents. Frequently categorized as applicants, homeowners, citizens, and contractors, these users do not require a paid license.

1.10 Licensed User means any named user having any permission beyond that of a basic user. Frequently categorized as permit coordinators, plan reviewers, inspectors, department supervisors, and system administrators, these users do require a paid license. Named users include Customer's third-party consultants, outsourcers, contractors, and other service providers requiring elevated permissions over that of a Basic User.

1.11 Application Form means any online form filled out by an applicant at the time of submittal through the Site. This form is customizable and may be developed to match the existing paper forms in use by an organization. Data collected on these forms may be used to auto-fill document templates, email templates, or calculate fees. Application forms are often synonymous with permit applications; however, they could also include public record requests, general inquiries, or other various forms for collecting data etc.

1.12 Workflow means any programmatic representation of the business rules of a projects lifecycle and ties system events to specific actions. Workflow configuration settings allow system administrators to automate routine tasks and define how the system should behave throughout the plan review process for each type of project.

1.13 SLA means the GeoCivix Service Level Agreement, which is available at <https://GeoCivix.com/service-level-agreement/>.

1.14 Project Plan Definition means the Project Plan Definition attached hereto and incorporated herein by reference.

1.15 Service Commencement Date means the due date of the initial invoice, which is 30 days after the date of such invoice.

2. Subscription License Grant. Subject to the terms and conditions hereof, during the term hereof, GeoCivix hereby grant to Customer and its Affiliates (including City Employees) only to the extent of Licensed Users and solely for Customer's internal business purposes a non-exclusive, non-transferable, worldwide right and license to access the Site and use the Services and the Technology. Customer personnel including City Employees will indicate agreement by click-through to GeoCivix's standard End-User License Agreement (**EULA**) in the registration process for access and use of the Technology; provided, however, that if there is any conflict or inconsistency between the EULA and this Agreement, the terms and conditions of this Agreement shall control. All rights not expressly granted to Customer herein are expressly reserved by GeoCivix.

3. Use Restrictions. Customer covenants and agrees that its use of the Services and the Technology will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Technology; or (iv) to access, alter, or destroy any information of any customer of GeoCivix by any fraudulent means or device, or attempt to do so. GeoCivix provides e-commerce integrations so that users may enter payment information into GeoCivix's e-commerce engine, which is a secure e-commerce platform. Under no circumstances may Customer, Licensed Users, applicants, or any other user bypass GeoCivix's secure implementation by creating a custom form that asks users to enter payment details or other personal identifying information in plain text for the purposes of billing outside of GeoCivix's e-commerce platform. **Any and all payment information, health information, or other personal identifying information that is entered by Customers, Licensed Users, applicants or other users outside of GeoCivix's e-commerce platform will be encrypted and stored to GeoCivix's database, could be visible to others, and is not PCI or HIPPA compliant.**

4. Security. Customer shall be responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, GeoCivix shall implement reasonable security procedures consistent with industry standards to protect Customer Data from unauthorized access, including without limitation, maintaining a security program with an identified security official, security policies, access controls, firewalls, wireless and mobile device and storage security, virus scanning/protection software, anti-malware software, encryption of data in transport and storage including SSL certificates of 256 bit strength or greater (including backup data), network security intrusion protection systems, technical assessments (which have been acted upon), and Internet Data Centers housed in a secure location in the United States (the **Security Standard**). Provided that GeoCivix is in compliance with the data Security Standard, the parties agree that GeoCivix shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to GeoCivix at the time. GeoCivix will promptly report to Customer any unauthorized access to Customer Data promptly upon discovery by GeoCivix, and GeoCivix will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access.

5. Business Continuity Plan/Disaster Recovery Program. GeoCivix shall establish and execute a business continuity plan that provides for continued operation in the event of a disaster or business interruption affecting GeoCivix. The business continuity plan shall provide that Internet Data Centers be configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance, and resistance to other natural and man-made disruptions. In addition, Internet Data Centers shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards.

6. Set-Up of Services. On or before the Service Commencement Date specified in the Service Schedule, GeoCivix will have the Technology provisioned, configured to default settings, and online for the Customer. Upon payment of the initial invoice, GeoCivix will turn over to the Customer everything necessary to access the Technology, at which point the Customer may choose to use the portal as-is, self-configure the portal to meet its needs, or engage with GeoCivix for Professional Services as set forth in Section 15.

7. Access Codes for Services. GeoCivix will permit access to the Services only over the Internet using access codes assigned by GeoCivix. Access codes will be deemed the Confidential Information of both parties.

8. Technical Requirements for Services.

8.1 Capacities. The Services shall be rendered in a manner that will support the Licensed User requirements and other requirements provided in the applicable Service Schedule.

8.2 Scalability. The Services shall be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Service Schedule. Customer acknowledges that increasing the Licensed User requirements and/or data storage requirements may lead to increases in the fees charged for the Services.

8.3 Internet Data Centers. The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance, and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards. GeoCivix may outsource its Internet Data Center operations to subcontractors; provided, however, that GeoCivix shall be responsible for the performance of such subcontractors, and GeoCivix shall be liable for any action or inaction by such subcontractors as if performed by GeoCivix.

8.4 Multiple Telecommunications Providers. Unless otherwise specified in the applicable Service Schedule, the facility shall be served by no less than two separate high-speed telecommunications providers and GeoCivix shall have the ability to switch between telecommunications providers to reduce outages.

9. Backups. At no additional charge to Customer, GeoCivix shall make daily incremental backups (the **Incremental Backup**) and weekly full backups (the **Full Backups**) of Customer Data archived with the Technology. The prior day Incremental Backup and a copy of the weekly backup shall be stored off-site in a secure facility designed to store and maintain backups for emergency use.

10. Monitoring of Customer's Use. GeoCivix reserves the right to internally monitor Customer's usage of the Site and Services.

11. Special Requirements.

11.1 Operational Requirements. Customer shall be solely responsible for installation and maintenance of a supported web browser in order to access the system. Supported browsers include Internet Explorer (Current version -1) and current versions of Google Chrome, Mozilla Firefox, and Safari. Browsers must be capable of TLS 1.2 encryption or higher.

11.2 Customer's Requirements. Customer shall be solely responsible for providing the following materials at its cost and expense: all Internet access, hardware, browsers, and other software necessary to access and login to the Site.

12. Fees.

12.1 Payment Terms and Annual Renewal Fees. Customer's initial payment for One-Time Setup Costs and Annual Hosting, Maintenance, Licensing, and Support is due within 30 days of the initial invoice, is payable in a lump sum, and must be received by GeoCivix no later than the Service Commencement Date. Annual renewal fees are payable within thirty (30) days of receipt of invoice. If Customer exceeds the licensed limits of their contract,

GeoCivix reserves the right to renegotiate pricing terms on subsequent years based on published pricing, unless otherwise agreed upon as set forth in Section 12.6.

12.2 Hourly Rates. Work that falls outside of the agreed upon project scope will be subject to an hourly rate. All work falling outside of project scope will be handled via a quote and/or change order document. Costs associated with Professional Services hours can be found on the GeoCivix Price Sheet (issued annually in July). Please contact your GeoCivix Account Manager for a copy of this document.

12.3 Fee Increases. GeoCivix may increase periodic annual renewal fees at any time after the initial term with sixty (60) days prior notice to Customer, but in no event shall fees be increased more than 5% over the preceding consecutive twelve (12) month period, unless otherwise agreed upon as set forth in Section 12.6.

12.4 Late Charges. If Customer does not make timely payment to GeoCivix of any amount payable hereunder, in addition to the remedies available to GeoCivix at law or equity, GeoCivix may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer; provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

12.5 Overdue Payments. Customer acknowledges that continued access to the Services is contingent upon timely payment of all fees. If any amount owing by Customer under this Agreement for any Services is thirty (30) or more days overdue, GeoCivix reserves the right to suspend access to the Technology and/or the Services until payment is made in full. GeoCivix may also terminate this Agreement if payments are not resolved within forty-five (45) days of becoming overdue.

12.6 Optional Contract Extensions. GeoCivix shall provide estimated Renewal Rates for Annual Hosting, Maintenance, Support, and Licensing in the Service Schedule upon request. Such estimated Renewal Rates do not include additional licenses, integration or implementation services, training services, or additional services as described in Section 13. **60 days prior to the end of the initial term or any renewal term, GeoCivix will send Customer an invoice for a one-year extension of this Agreement (which will include Annual Hosting, Maintenance, Licensing, and Support). The rate for such renewal may be the same (or different) as the estimated Renewal Rates provided by GeoCivix in the Service Schedule, and such Renewal Rate shall be limited as set forth in 12.3. All Renewal Rates are stated in one-year terms and shall be paid in up-front, lump sum payments. Should Customer desire to renew this Agreement, Customer shall pay such invoice prior to the expiration of the then-current term. Upon Customer's payment of the Renewal Rate, this Agreement shall be extended by the relevant extension term.** If Customer fails to timely pay the invoice, this Agreement shall terminate at the end of the then-current term. This Agreement applies to the initial term and any/all renewal terms. All references to the term of this Agreement mean and refer to the initial term and any/all subsequent renewal terms.

12.7. Early Termination Fee. If Customer terminates this Agreement prior to the end of the initial term or any renewal term, Customer agrees to pay an early termination fee of 15% of the remaining value of the Agreement based on the then-contracted term.

13. Purchase of Additional Services. Customer may elect to purchase rights for additional Licensed Users and/or additional services by purchase order from time to time. Such additional purchases shall be governed by the terms and conditions of this Agreement. Customer agrees that, absent GeoCivix express written acceptance thereof, the terms and conditions contained in any Service Schedule or other document issued by Customer to GeoCivix for the additional purchases, shall not be binding on GeoCivix to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

14. Technical Support, Training, and Consulting Services. During the term hereof, GeoCivix shall provide technical support in the form of responses to questions by email or telephone at no additional charge. If additional services are required for the proper use and operation of the Technology or if training or consulting services are requested, GeoCivix shall provide

such services on a time and materials (**T&M**) basis. GeoCivix shall provide a detailed estimated of the anticipated T&M costs for pre-approval by the Customer, (i) Customer shall pay GeoCivix for all the time spent performing such services (including all travel time), plus materials, taxes, and reimbursable expenses. Any reimbursable expenses submitted to the Customer shall include receipts and be the actual charges; and (ii) the rates for such services shall be GeoCivix then-current standard rates when such services are provided. If the pre-approved limit is exceeded, GeoCivix will notify customer prior to proceeding and with sufficient time for Customer to evaluate the situation with Customer to provide continuing services on a T&M basis. GeoCivix shall invoice Customer monthly for T&M services. Charges shall be payable upon receipt of invoice by Customer. GeoCivix reserves the right to require a non-refundable fee and/or cost deposit prior to commencement of T&M services as well as a work order.

15. Professional Services. Customer may order professional services such as custom development (**Professional Services**) from GeoCivix by submitting a written request either by email or through an appropriate support channel. If Customer submits an order for Professional Services, such an order shall not be binding upon GeoCivix unless accepted by GeoCivix. Once an order for custom Professional Services has been accepted by GeoCivix, the parties will negotiate a mutually acceptable Statement of Work (**SOW**) for such custom Professional Services. Each SOW executed by the parties for custom Professional Services shall be subject to this Agreement. Any terms and conditions added or appended by Customer to any order submitted for Professional Services that are in addition to or inconsistent with these Terms will be deemed stricken from such order and will not be binding on GeoCivix. Unless noted otherwise on the SOW, on orders less than or equal to \$2,500 in value, payment shall be due in full prior to commencement of work. Orders exceeding \$2,500 in value shall be subject to a non-refundable deposit of fifty percent (50%) of the total fees due prior to commencement of work with the remaining fifty percent (50%) due upon completion. Purchased Professional Services (including training) are non-refundable, and any unused Professional Services (including training) will expire twenty-four (24) months from the date of purchase.

16. Services Deliverables. All project deliverables will adhere to generally accepted practices of both generally accepted software development standards as well as construction and code review best practices. Based upon specific goals outlined by the Customer, acceptance of the deliverables outlined in the agreed upon scope (provided in the Project Plan Definition and signed off by both GeoCivix and Customer) would be considered a successful deployment of a fully functional, fully hosted Electronic Plan Review (EPR) platform for use by Customer.

17. Project Schedules. Project schedules are provided as a part of the Project Plan Definition and project tracking protocol. Schedules are subject to change with notice in the event of delayed information acquisition, testing delays, or modifications to scope (change orders). Schedule delays will be promptly communicated to the Customer.

18. Service Levels.

18.1 GeoCivix will provide the Services in accordance with the service levels set out in the SLA. In the event that GeoCivix fails to attain the requisite Monthly Uptime Percentage as provide for in the SLA, GeoCivix will issue service credits (**Service Credits**) to the Customer in accordance with the SLA, which Service Credits will be the sole remedy available for GeoCivix failure to meet the SLA.

18.2 Any Service Credits are subject to the exclusions and limitations listed in the SLA.

18.3 The Services are not intended to support or carry emergency or time-critical emails or communications to any providers of emergency services, and GeoCivix accepts no liability in respect of such emergency communications. GeoCivix recommends that the Customer maintains adequate backup copies of any content uploaded to the Site and exercise caution in uploading content of a confidential nature.

19. Technical Contacts. Customer shall designate one of its employees and BV's IT department as its principal contact for communicating with GeoCivix regarding technical issues hereunder. Customer may change its technical contact from time to time by written notice to GeoCivix.

20. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Services, Site, and Technology shall remain exclusively vested in and be the sole and exclusive property of GeoCivix and its licensors. The GeoCivix.com domain

name, product names and logos associated with the Services and the Technology are trademarks of GeoCivix or third parties.

In addition, Customer hereby transfers and assigns to GeoCivix any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer personnel relating to the Services or the Technology.

22. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this section terms governing the use and protection of certain information one party (**Owner**) may disclose to the other party (**Recipient**).

22.1 Definition of Confidential Information. For purposes hereof, **Confidential Information** means (i) the terms and conditions hereof, (ii) non-public aspects of the Site and the operation thereof, the Technology, and the Services and additional services provided by GeoCivix, and GeoCivix business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, is provided to Recipient within fifteen (15) days of the initial disclosure.

22.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

22.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

22.4 Limitation of Liability for Data Security Breach.

Notwithstanding anything to the contrary in this Agreement, GeoCivix's aggregate liability for any data-security breach, unauthorized disclosure of Confidential Information, or failure to maintain the security of Customer Data — whether arising from the acts or omissions of GeoCivix, its employees, subcontractors, service providers, or any other internal or external party—shall not exceed the greater of (i) the aggregate amount recoverable under GeoCivix's then-current cyber-liability insurance policy, or (ii) the liability cap set forth in Section 32 of this Agreement.

GeoCivix shall maintain cyber-liability insurance in an amount not less than one million dollars (US \$1,000,000) throughout the term of this Agreement.

23. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Customer agrees that GeoCivix is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing

the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of GeoCivix.

24. Customer Representations and Warranties.

24.1 Customer represents and warrants that (i) the performance of its obligations and use of the Services (by Customer and its Licensed Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other GeoCivix customers of GeoCivix services.

24.2 Customer acknowledges that (i) GeoCivix does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Licensed Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

24.3 In the event of any breach by Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, GeoCivix will have the right to suspend immediately any Services if deemed reasonably necessary by GeoCivix to prevent any harm to GeoCivix and its business. GeoCivix will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, GeoCivix will promptly restore the Services.

25. Representations and Warranties. GeoCivix represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between GeoCivix, and any third parties. In the event of a breach by GeoCivix of the foregoing warranties, Customer's sole and exclusive remedies shall be **(i)** GeoCivix's prompt correction of the nonconformity at its expense, or **(ii)** if GeoCivix is unable to correct the breach within a reasonable period after written notice, termination of this Agreement. Any such liability shall remain subject to the limitation of liability set forth in **Section 32**.

26. Limited Warranty. GeoCivix represents and warrants that the Services will: (i) conform to all material operational features as described in the applicable Service Schedule, and (ii) be free of errors and defects that materially affect the performance of such features (**Limited Warranty**), provided that Customer notifies GeoCivix of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at GeoCivix expense.

27. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, NEITHER GEOCIVIX, NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND GEOCIVIX, AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, , MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. For clarity, Customer's sole protection with respect to any claim of intellectual-property infringement shall be GeoCivix's indemnification obligations set forth in Section 29. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. GEOCIVIX DOES NOT WARRANT THAT THE SERVICES, TECHNOLOGY, OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES, TECHNOLOGY, OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR 100% SECURE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THAT GEOCIVIX HAS NO CONTROL OVER THE INTERNET, AND THAT GEOCIVIX IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

28. Disclaimer of Actions of Third Parties. GeoCivix does not and cannot control the flow of data to or from the Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or

controlled by third parties. At times, actions, or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although GeoCivix will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, GeoCivix cannot guarantee that such events will not occur. GEOCIVIX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT GEOCIVIX SUBCONTRACTORS.

29. Intellectual Property Indemnity. Except for third party software (including without limitation open source software), GeoCivix (the **Indemnifying Party**) will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the Technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that the Indemnifying Party is notified in writing of such claim promptly after such claim is made upon Customer. The Indemnifying Party shall have the right to control any defense of the claim. In no event shall either Party settle any such claim without the other Party's prior written approval. The Indemnifying Party shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Technology or Services other than by the Indemnifying Party, (ii) any combination of the Technology or Services by Customer with other programs or data not furnished by the Indemnifying Party, or (iii) any use by Customer of the Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Technology or Services are intended.

30. Options for Infringement Claims. If any party is enjoined from using the Technology, or if GeoCivix believes that the Technology may become the subject of a claim of intellectual property infringement, GeoCivix, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Service Schedule; or (iii) terminate this Agreement, in which case GeoCivix shall refund to Customer any and all fees paid in advance by Customer for those Services or Technology not provided and provide, at Customer's request and free of charge, the Customer Data in a database document format. This section and the preceding section set forth the entire liability of GeoCivix to Customer for any infringement by the Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this section does not apply to third party software including without limitation open-source software.

31. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL ANY PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32. Liability Cap. Except for the indemnity and confidentiality obligations provided herein, GeoCivix's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed 75% of annual renewal fees payable by Customer for the one (1) billing period immediately preceding the claim for such liability.

33. Insurance Requirements. GeoCivix agrees to keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than one million dollars (\$1 million) per occurrence for bodily injury and property damage, (ii) Automobile liability insurance properly safeguarding Contractor against liabilities for death, personal injury, and property damage arising out of the use of hired, non-owned automobiles in the aggregate amount of one million dollars (\$1 million) and (iii) workers' compensation insurance in an amount not less than that required by applicable law. GeoCivix will cause its insurance provider(s) to name Customer as an additional insured and, upon request by Customer, deliver to Customer certificates of insurance which evidence the minimum levels of insurance set forth above and notify Customer in writing of the effective date thereof.

34. Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue as described in the Service Schedule. The initial term hereof shall automatically renew for successive one (1) year terms upon Customer's payment of the then-current Renewal Rate unless GeoCivix or Customer notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew, or fails to timely make payment of the Renewal Rate as described in Section 12.6. Both the initial term and any renewal terms are subject to earlier termination as otherwise provided herein. Either GeoCivix or Customer may choose not to renew this Agreement without cause for any reason.

35. Termination Upon Insolvency. In the event either party becomes the subject of any insolvency, bankruptcy, or similar proceeding, or makes an assignment for the benefit of creditors, the other party may terminate this Agreement upon written notice. For clarity, no such termination shall occur automatically, and the non-defaulting party shall provide written notice and a reasonable opportunity (not less than thirty (30) days) for the affected party to demonstrate its ability to continue performing its obligations under this Agreement.

36. Termination For Cause. If any party fails to comply with any of the material terms and conditions of this Agreement or Service Schedule, including without limitation the payment of any subscription license fee or reimbursement due and payable to GeoCivix under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Service Schedules and any and all license rights upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

37. Termination by GeoCivix for End of Life. GeoCivix intends to continue to provide and support the Services for so long as Customer renews in accordance with the applicable Service Schedule; provided, however, if, GeoCivix determines in its sole discretion that it is no longer feasible to support the Services, GeoCivix may terminate this Agreement for end of life at any time by providing one hundred eighty (180) days written notice to Customer.

38. Return of Materials. Within ten (10) days of the expiration or termination of any license under any Service Schedule, Customer shall return to GeoCivix any materials provided by GeoCivix.

39. Transition Services. If Customer is current in all payments due to GeoCivix at the time of expiration or termination hereof, GeoCivix shall provide to Customer its Customer Data in a standard database document format readily available to GeoCivix at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to GeoCivix a reasonable fee for technical services as determined by GeoCivix.

40. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by any party to another in accordance with this section. Such notice will be deemed to be given when received.

41. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by any party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of any party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to GeoCivix hereunder.

42. U.S. Government End-Users. The Technology incorporated therein, the Site, and the Services all consist of commercial items, as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of commercial computer software and commercial computer software documentation, as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.

43. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of Customer's state of domicile. This Agreement may be modified only by a written agreement signed by the parties. The failure of any party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the

right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.