



GEONEXUS® INTEGRATION PLATFORM SOFTWARE LICENSE AGREEMENT

This Geonexus Integration Platform Software License Agreement (this “Agreement”) is made as of August 3, 2021 (the “Effective Date”), between Geonexus Technologies L.L.C., a Michigan limited liability company with a place of business at 3005 Boardwalk Street, Suite 107, Ann Arbor, Michigan 48108 (“Geonexus”), and The City of Clearwater, a City with a place of business at 100 S. Myrtle Ave. Clearwater, FL 33756-5520, (“Customer”) (each of Geonexus and Customer, a “Party”; together, the “Parties”).

1 Definitions.

- 1.1 “**Affiliate**” means an entity where Customer owns or controls more than 50% of either the entity’s voting rights or the entity’s controlling body, but only for so long as this control continues to exist.
- 1.2 “**Documentation**” means the documentation pertaining to the use of the Software that is made available to Customer, as it may be updated from time to time by Geonexus.
- 1.3 “**Fees**” means license fees, subscription fees, and all other fees or charges arising under this Agreement.
- 1.4 “**Software**” means the software programs listed on Exhibit A, in object code only, and provided by Geonexus to Customer, including any Upgrades provided to Customer.
- 1.5 “**Subscription Start Date**” means, with respect to specific Software, the date on which Customer receives the software authorization keycode.
- 1.6 “**Support**” means the technical support services described in Exhibit B.
- 1.7 “**Term**” is defined in Section 5.1.
- 1.8 “**Upgrades**” means maintenance patches, new releases, or new versions for Software provided to Customer.

2 License Grants and Limitations.

- 2.1 **Software License.** Subject to all the terms and conditions of this Agreement, Geonexus hereby grants to Customer a nonexclusive, nontransferable, nonsublicensable license during the Term under Geonexus’ intellectual property rights to use the Software identified on Exhibit A solely for its own internal business purposes and in accordance with the other restrictions in this Agreement. The Software may only be copied as may be necessary for backup purposes or to replace a defective copy. If Customer is unable to operate the Software due to an equipment malfunction, the Software may be transferred temporarily to other computer equipment during the period of equipment malfunction.
- 2.2 **Documentation License.** Subject to all the terms and conditions of this Agreement, Geonexus hereby grants to Customer a nonexclusive, nontransferable, nonsublicensable license during the Term under Geonexus’ intellectual property rights to use and copy the Documentation in

support of Customer’s licensed use of the Software.

2.3 Use by Affiliates.

2.3.1 **Addendum.** The Software and Documentation may be used by an Affiliate of Customer provided that prior to any use the Affiliate executes a mutually agreeable addendum to this Agreement by which the Affiliate agrees to be bound by the terms of this Agreement.

2.3.2 **Customer Responsibility.** Any use by a Customer Affiliate will be subject to the following: (a) Customer is responsible for the acts or omissions of its Affiliate as if they were Customer’s acts or omissions; and (b) the Affiliate’s use will not constitute a violation under any applicable export law or regulation.

2.4 Restrictions.

2.4.1 **General.** Customer acknowledges that the Software and Documentation contain valuable trade secret and confidential information of Geonexus. Customer shall take the actions necessary to fulfill its obligations under this Agreement by instruction or agreement with its employees or agents who are permitted access to the Software or Documentation. Customer shall only give access to the Software or Documentation on a need-to-know basis.

2.4.2 **Proprietary Rights.** Title to all patents, copyrights, trade secrets, and other proprietary rights in or related to the Software and Documentation (including all of their component parts) are and will remain the exclusive property of Geonexus. Customer will not acquire any right in the Software or Documentation except the limited rights specified in this Section 2, or take any action to challenge Geonexus proprietary rights. Geonexus will own all rights in any copy, translation, modification, adaptation, or derivative work of the Software, including any improvements, whether or not authorized by Geonexus, and Customer hereby assigns these rights to Geonexus.

2.4.3 **No Implied Licenses.** Any use, modification, or distribution of the Software or Documentation by Customer outside the scope of the express licenses granted in this Section 2 is prohibited.

- 2.4.4 **No Reverse-Engineering.** Customer shall not, and shall not knowingly permit others to: (a) modify the Software; or (b) decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to obtain or create source code for the Software; except that decompiling the Software is permitted solely to the extent the laws of Customer's jurisdiction give Customer the right to do so to obtain information necessary to render the Software interoperable with other software, provided that Customer must first request this information from Geonexus and Geonexus may, in its sole discretion, either provide this information to Customer or impose reasonable conditions, including a reasonable fee, on this use of the Software to ensure that Geonexus proprietary rights in the Software are protected.
- 2.4.5 **Unauthorized Distribution or Copying.** Other than in accordance with this Agreement, Customer shall not, and shall not knowingly permit others to: (a) lease, license, sublicense, transfer, or assign any of its rights under this Agreement; (b) sell, rent, or distribute the Software, including providing access to the Software or using the Software to operate a service bureau or on a timesharing basis; or (c) use, copy, duplicate, or otherwise reproduce any part of the Software or Documentation. Any breach of this Section 2.4.5 is a material breach of this Agreement that is incapable of cure.
- 2.4.6 **Required Proprietary Notices.** Customer shall ensure that each copy it makes of the Software or Documentation contains the same proprietary notices as provided to Customer.
- 2.5 **Reasonable Cooperation.** Customer shall promptly provide to Geonexus all relevant facts in its possession upon becoming aware of a likelihood of infringement or other illegal use or misuse by any third party of the Software or any related intellectual property rights. Customer shall provide reasonable cooperation in any related suits and actions, at Geonexus request and expense.
- 3 **Technical Support.** Geonexus shall provide Support and Upgrades in accordance with Exhibit B.
- 4 **Fees.**
- 4.1 **Prices.** Customer shall pay the Fees for the Software as referenced on Exhibit A.
- 4.2 **Payment Terms.** All payments are due within thirty (30) days after the Subscription Start Date. For all amounts not paid when due, Customer shall pay an additional charge equal to one and one-half percent (1.5%) of these amounts per month or partial month until paid, except that these additional charges will not apply to unpaid amounts that Customer is disputing in good faith. Customer shall also reimburse Geonexus for all expenses incurred by Geonexus in exercising its rights under this Agreement or applicable law with respect to a default in payment by Customer, including reasonable legal fees and the fees of any collection agency retained by Geonexus.
- 4.3 **Renewals.** Geonexus shall provide an invoice for the renewal Fee at the then-current price at least sixty (60) days prior to the end of the current term. The applicable term will be renewed automatically for subsequent one-year terms upon Customer payment of the applicable invoice.
- 4.4 **Taxes.** All applicable transaction taxes, including sales and use taxes, value added taxes, privilege taxes, and other transactional charges such as duties, customs, tariffs, imposts, and government imposed surcharges ("Transaction Taxes") will be paid by Customer, and are not included in Geonexus pricing. If Geonexus is required by law to collect Transaction Taxes from Customer and remit them to a taxing authority, Geonexus will separately state the Taxes on an invoice. Each Party is responsible for its own income taxes or taxes based on gross revenues or gross receipts.
- 4.5 **Software Usage Audit.** Upon Geonexus written request, Customer shall provide to Geonexus a signed certification (a) verifying the Software is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Software is run, number of users, number of CPUs, and any other information reasonably requested by Geonexus. Geonexus may, at Geonexus expense and not more than once annually, audit Customer's use of the Software and compliance with this Agreement. The audit will be conducted during business hours and will not unreasonably interfere with Customer's business activities. Customer shall provide Geonexus or its auditor with all reasonable information and assistance (including copies of related software) required to enable Geonexus to determine whether Customer is in compliance with this Agreement. If the audit reveals that Customer has underpaid Fees to Geonexus, Customer will be invoiced for the underpaid Fees based upon Geonexus' price list at the time the Fees would have otherwise been incurred, together with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that Customer has underpaid Fees totaling five percent (5%) or more of the Fees due in any year, Customer shall reimburse Geonexus for all reasonable expenses associated with the audit.
- 5 **Term and Termination.**
- 5.1 **Term.** This Agreement commences on the Effective Date and continues until the end of the subscription term specified in Exhibit A, subject to renewal pursuant to Section 4.3 and early termination pursuant to Section 5.2 (the "Term").
- 5.2 **Termination.** Either Party may terminate this Agreement for cause upon written notice if the other Party is in material breach of this Agreement

and fails to correct the breach within thirty (30) days after written notice.

- 5.3 **Effect of Termination.** Upon termination of this Agreement, all licenses granted to Customer will immediately terminate and Customer shall: (a) immediately cease using the Software and Documentation; and (b) certify to Geonexus in writing within thirty (30) days after termination that Customer has destroyed or returned to Geonexus the Software and Documentation and all copies remaining in Customer's possession or control. This requirement applies to copies in all forms, partial and complete, and whether or not modified or merged into other materials. Termination of this Agreement by either Party will not limit a Party from pursuing any other remedies available to it, including injunctive relief, nor will termination release Customer from its obligation to pay all Fees that Customer has agreed to pay under this Agreement. The Parties' rights and obligations under Sections 2.3.2, 2.4, 2.5, 4, 5, 6, 7, 8, 9, and 10 will survive termination of this Agreement.

6 Warranties.

- 6.1 **Limited Warranty.** Geonexus warrants that each unmodified copy of a Software product will substantially conform to Exhibit A and to the applicable Documentation at the time of delivery, when operated in accordance with the applicable user manuals. If Customer does not provide written notice to Geonexus of a claim for breach under this Section 6.1 within ninety (90) days after the Subscription Start Date with respect to a particular Software product, then its right to make a claim will terminate. The warranty under this Section 6.1 does not apply to subsequently delivered copies of the same Software product after this period has passed for the first copy delivered to Customer.

- 6.2 **Remedies.** For any breach of the warranty in Section 6.1, Geonexus shall exercise commercially reasonable efforts to modify the Software so that the applicable warranty is true and to deliver to Customer the modified Software, if any. If Geonexus concludes this modification is impracticable, then Geonexus will refund the Fees paid for the license of the nonconforming Software; but Customer must first return to Geonexus all copies of the applicable Software in Customer's possession or control. This requirement applies to all copies in all forms, partial and complete, and whether or not modified or merged into other materials.

7 Disclaimers.

- 7.1 The express remedies in Section 6 constitute Customer's exclusive remedies, and Geonexus' sole obligation and liability, for any claim: (a) that any Software or other deliverable does not conform to specifications or is otherwise defective; or (b) that any services were performed improperly.
- 7.2 EXCEPT FOR THE WARRANTIES IN SECTION 6.1, WHICH ARE LIMITED WARRANTIES AND

THE ONLY WARRANTIES PROVIDED TO CUSTOMER, THE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS," AND GEONEXUS MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO ANY SOFTWARE OR SERVICES, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT.

- 7.3 GEONEXUS DOES NOT WARRANT THAT THE SOFTWARE OR ANY SERVICES WILL MEET ANY CUSTOMER REQUIREMENTS NOT SPECIFIED IN THIS AGREEMENT, THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT CUSTOMER MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF CUSTOMER REQUESTS PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE, THESE COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

- 7.4 Except as may be done in accordance with Section 10.14, no statement by any Geonexus employee or agent, orally or in writing, will serve to create any warranty or obligation or to otherwise modify this Agreement.

8 LIMITATION OF LIABILITY.

- 8.1 EXCEPT WITH REGARD TO CLAIMS BASED UPON CUSTOMER'S BREACH OF SECTION 2.4, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING FOR ANY LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. GEONEXUS WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR AGGREGATE LIABILITY TO CUSTOMER RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OR DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE YEAR BEFORE THE OTHER PARTY

PROVIDES NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

- 8.2 CUSTOMER ACKNOWLEDGES THAT THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A MODIFICATION OF THESE PROVISIONS WOULD AFFECT SUBSTANTIALLY THE FEES CHARGED BY GEONEXUS. IN CONSIDERATION OF THESE FEES, CUSTOMER AGREES TO THIS ALLOCATION OF RISK AND HEREBY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

9 Indemnity.

- 9.1 **Geonexus Intellectual Property Indemnity.** Geonexus shall: (a) defend or, at its sole option, settle, at its own expense any suit, action, or proceeding brought against Customer by a third party claiming that the Software infringes any United States patent issued or any copyright or trade secret arising under the laws of any jurisdiction (an “IP Action”); and (b) pay damages finally awarded against Customer in the IP Action, or those monetary damages agreed to by Geonexus and the claimant in a monetary settlement of the IP Action; provided that Geonexus will be relieved of these obligations unless Customer: (c) gives Geonexus prompt written notice of the claim; (d) tenders to Geonexus sole control of the defense or settlement of the IP Action; and (e) cooperates with Geonexus in defending or settling the IP Action. If Geonexus receives notice of an allegation that any Software infringes a third party’s intellectual property rights, or if Customer’s use of any Software is enjoined as a result of infringement, Geonexus may, at its sole option and expense: (i) procure for Customer the right to continue using the Software; (ii) modify the Software so that it is no longer infringing; or (iii) replace the Software with other Software of equal or superior functional capability. If none of these actions are in Geonexus’ determination commercially feasible, Geonexus will have the right to terminate the license to that Software. If Geonexus terminates a Software license as described above: (1) Geonexus shall (A) for a perpetual license, refund the applicable Fees paid

for the license of that Software, prorated over a straight-line five-year period and (B) for a subscription, refund the applicable Fees paid for the balance of the term; and (2) Customer shall immediately deliver to Geonexus all copies of that Software in Customer’s possession or control. This requirement applies to all copies in all forms, partial and complete, and whether or not modified or merged into other materials. Notwithstanding any other provision of this Agreement, Geonexus will not accept new orders for Software that is subject to a claim of infringement.

- 9.2 **GEONEXUS IP INDEMNITY LIMITATIONS.** THE RIGHTS GRANTED TO CUSTOMER UNDER SECTION 9.1 WILL BE CUSTOMER’S EXCLUSIVE REMEDY AND GEONEXUS’ SOLE OBLIGATION AND LIABILITY FOR ANY ALLEGED INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT, INCLUDING MISAPPROPRIATION OF A TRADE SECRET. GEONEXUS HAS NO LIABILITY FOR ANY CLAIM OF INFRINGEMENT CAUSED BY: (A) MODIFICATION OF THE SOFTWARE WITHOUT THE APPROVAL OF GEONEXUS; (B) ANY CUSTOMER OR THIRD-PARTY APPLICATION OR OTHER TECHNOLOGY; (C) USE OF THE SOFTWARE IN CONNECTION OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE NOT PROVIDED BY GEONEXUS (BUT ONLY TO THE EXTENT THAT THE SOFTWARE ALONE WOULD NOT HAVE INFRINGED); (D) COMPLIANCE WITH CUSTOMER’S DESIGN REQUIREMENTS OR SPECIFICATIONS; (E) USE OF SOFTWARE OTHER THAN AS PERMITTED UNDER THIS AGREEMENT, OR IN A MANNER FOR WHICH IT WAS NOT INTENDED; OR (F) USE OR DISTRIBUTION OF OTHER THAN THE MOST CURRENT RELEASE OR VERSION OF THE SOFTWARE (IF THE INFRINGEMENT WOULD HAVE BEEN PREVENTED BY THE USE OF THIS RELEASE OR VERSION).

- 9.3 **Customer Use Indemnity.** Except with respect to infringement of third-party rights for which Geonexus is obligated to indemnify under Section 9.1, Customer shall defend at its own expense any suit, action or proceeding brought against Geonexus by a third party based on any claim arising in connection with Customer’s use of the Software (a “Use Action”), and Customer shall pay the damages incurred by Geonexus in the Use Action, or those damages agreed to in a settlement of the Use Action, and all reasonable attorney fees and costs of litigation. Geonexus shall: (a) notify Customer promptly in writing of the Use Action; (b) tender to Customer sole control of the defense or settlement of the Use Action at Customer’s expense, provided, however, Customer may not settle a Use Action in a manner that would have an adverse impact on the business of Geonexus

without receiving the prior written consent of Geonexus; and (c) cooperate and, at Customer's expense, assist in the defense of the Use Action. Geonexus will have the right to participate at its own expense in any Use Action or related settlement negotiations using counsel of its own choice. This indemnification shall not be construed as a waiver of the Customer's sovereign immunity of the limitations of §768.28, Florida Statutes. The value of this indemnification is limited to the lesser of the amount payable by Customer under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. This provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense Customer may have under §768.28, Florida Statutes or as consent to be sued by third parties.

10 General.

10.1 **Export.** Customer shall comply with all applicable export laws and regulations of the United States of America, the European Union, Australia, and other countries ("Applicable Export Laws") and assure that no Software is: (a) exported, directly or indirectly, in violation of Applicable Export Laws; or (b) intended to be used for any purposes prohibited by the Applicable Export Laws, including nuclear, chemical, or biological weapons proliferation. The Parties shall not take any actions that would cause either Party to violate the U.S. Foreign Corrupt Practices Act or similar anti-corruption laws.

10.2 **U.S. Government End Users.** The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to a government end user or, if this Agreement is direct, a government end user will acquire, the Software and Documentation with only those rights specified in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions in this Agreement.

10.3 **Notice.** All notices under this Agreement, including notices of address change, must be in writing and will be deemed given when sent by (a) registered mail, return receipt requested, or (b) a nationally recognized overnight delivery service (such as Federal Express), to the President or General Counsel of the appropriate Party at the relevant address first listed above, or to a Party's address as changed in accord with this Section.

10.4 Intentionally Omitted.

10.5 **Severability.** If a provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining provisions will remain in full force and effect.

10.6 **Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. All litigation related to this Agreement must be brought in a state or federal court located in Pinellas County, Florida, as permitted by law, except that Geonexus may elect to seek injunctive or similar relief in any court having jurisdiction over Customer. Customer hereby consents to the personal jurisdiction of these courts.

10.7 **No Waiver.** No failure to exercise, and no delay in exercising, any right will operate as a waiver; nor will any single or partial exercise of a right preclude any further exercise of that right or the exercise of any other right. The waiver by a Party of a breach of this Agreement will not constitute a waiver of any other breach.

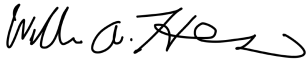
10.8 **Remedies Cumulative.** Each remedy of a Party is cumulative with each other remedy contained in this Agreement and with all other remedies available to that Party at law, in equity, and otherwise, and no pursuit of any particular remedy will constitute an exclusive election of any particular remedy.

10.9 **Assignment.** Neither Party may assign or transfer, by merger, operation of law or otherwise, this Agreement or any right or duty under this Agreement to a third party without the other Party's prior written consent, except that. Geonexus may transfer this Agreement, together with all of its rights and duties under this Agreement, to a successor entity if Geonexus is acquired, whether by equity or asset purchase, merger, corporate restructuring or reorganization, or the like. Any purported assignment or transfer in violation of this Section is void.

10.10 **Independent Contractor; Use of Subcontractors.** Geonexus is an independent contractor and nothing in this Agreement or related to Geonexus performance will be construed to create a joint venture relationship between Customer and Geonexus, or an employee relationship between Customer and any Geonexus employee or subcontractor. Geonexus may, in its discretion, utilize subcontractors to provide services under this Agreement.

10.11 **No Third-Party Beneficiaries.** This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors, or customers, or upon any other person or entity.

- 10.12 **Construction of this Agreement.** The word “including” is not intended to be exclusive and means “including, but not limited to.” The word “or” is not intended to be exclusive unless the context clearly requires otherwise. Each of the Parties and their counsel have carefully reviewed this Agreement, and, accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting Party will apply in the interpretation of this Agreement.
- 10.13 **Force Majeure.** Except with regard to any obligation to pay money, neither Party will be held responsible for any delay or failure in performance caused by fire, flood, embargo, strike, labor dispute, delay or failure of any subcontract, telecommunications failure or delay, act of sabotage, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond that Party’s reasonable control. If any of these events does occur, the time to perform an affected obligation will be extended by the length of time the event continues.
- 10.14 **Entire Agreement.** This Agreement together with the Exhibits, which are hereby incorporated in this Agreement, contain all the agreements, representations, and understandings of the Parties, and supersedes any previous understandings, commitments, representations or agreements, verbal or written, with respect to the subject matter of this Agreement. If there is any inconsistency between a term of this Agreement and a term on any exhibit, the term of this Agreement will govern. By executing this Agreement, the Parties are terminating the GeoWorx Software License Agreement dated May 25, 2018, between Customer and Geonexus, and Customer will no longer have any rights to the Software under that agreement.
- 10.15 **Modification.** This Agreement may not be modified or amended except in a written document signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section.
- 10.16 **Purchase Orders.** Customer may, for purposes of administrative convenience, use Customer’s standard form of purchase order to order Software. Any terms or conditions on a purchase order in any way different from or in addition to the terms and conditions of this Agreement will have no effect and Geonexus hereby rejects these terms and conditions.
- 10.17 **Counterparts; Electronic Copies.** This Agreement may be signed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. Delivery of an executed counterpart by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.
- 10.18 **Public Records.** Geonexus will be required to comply with Section 119.0701, Florida Statutes, as may be amended from time to time. IF GEONEXUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GEONEXUS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 727-562-4092, Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.
- 10.19 **E-Verify.** Geonexus and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Geonexus will not enter into a contract with any subcontractor unless each party to the contract registers with and uses the E-Verify system. Subcontractor must provide Geonexus with an affidavit stating that subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Geonexus shall maintain a copy of such affidavit. Customer may terminate this Agreement on the good faith belief that Geonexus or its subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c). If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), Geonexus may not be awarded a public contract for at least 1 year after the date this Agreement was terminated. Geonexus is liable for any additional costs incurred by Customer as a result of the termination of this Agreement. See Section 448.095, Florida Statutes (2020).

GEONEXUS TECHNOLOGIES L.L.C.	
Signature	
Name	William A. Heise
Title	President

Countersigned:

CITY OF CLEARWATER

 Frank Hibbard
 Mayor

 William B. Horne II

Approved as to form:

Attest:

 Owen Kohler
 Assistant City Attorney

 Rosemarie Call
 City Clerk

EXHIBIT A **Software**

Model

Software	Geonexus Integration Platform
License Type	Annual or Multi-Year Subscription
Increase Data Volume	Customers may increase the maximum record count by purchasing additional record blocks (500,000 records) at any time.

The Geonexus Integration Platform is priced based on the total number of records, from each source system, that are processed by the Software. The Software tracks the number of records processed each time it runs and provides the volume details in a report. This provides Customer with transparency and understanding of the data volume processed. Geonexus offers several subscription plans to choose from so that users have the flexibility to select a plan that fits the current need, with the ability to upgrade or downgrade after the current subscription term. Software subscriptions include Software, online Documentation, and Support for the Term.

Components

Product	Description
Geonexus Integration Platform - Core	The Geonexus Platform addresses data integration, application integration, and data quality, and includes a library of prepackaged connectors to leading enterprise systems for true “Plug-and-Play” integration. The software communicates with edge systems via vendor-supported Application Programming Interfaces (APIs)
Geonexus Integration Platform – Esri Connector	Prepackaged connector to support integration with Esri ArcGIS
Geonexus Integration Platform – OUAF Connector	Prepackaged connector to support integration with Oracle Utilities Applications
GeoWorx Sync	GeoWorx Sync is an out-of-the-box solution that synchronizes data between Oracle WAM and an Esri ArcGIS geodatabase in a loosely coupled model.
GeoWorx Office	GeoWorx Office is an insertable widget available through the Esri® ArcGIS Online platform. Using existing Esri map visualization and geoprocessing capabilities, GeoWorx Office provides a unified operating picture of infrastructure assets/features, service requests and work orders throughout the enterprise.
GeoWorx Sketch	GeoWorx Sketch is a field-friendly map sketch/mark-up tool, yet comprehensive redlining system used to enhance communication and collaboration throughout the enterprise.

US Geonexus Integration Platform Pricing

Pricing does not include sales tax

Pricing increases by 3% per year for ECI

Starter	Essentials	Professional	Enterprise	Enterprise Plus
Up to 1,000,000 records	Up to 3,000,000 records	Up to 5,000,000 records	Up to 10,000,000 records	Beyond 15M Records
US\$20,412	US\$46,170	US\$68,040	US\$87,480	Call Geonexus to speak with a Sales Representative about an
Annual Subscription	Annual Subscription	Annual Subscription	Annual Subscription	

Additional Records Block of 500,000	Additional Records Block of 500,000	Additional Records Block of 500,000	Additional Records Block of 500,000	Enterprise License Agreement (ELA)
US\$10,206	US\$7,695	US\$6,804	US\$4,374	

Customer's Purchase:

Description	Unit	Qty.	Total
36 Months Software Subscription, GeoWorx Sync/Geonexus Integration Platform, Essentials Package (supports synchronizing up to 3,000,000 records). Term 10/1/2021 to 9/30/2024. (Annual cost is \$46,170)	\$138,510	1	\$138,510.00
36 Months Software Subscription, GeoWorx Office User License Cost. Term 10/1/2021 to 9/30/2024. (Annual cost is \$64.80/user)	\$194.40	227	\$44,128.80
36 Months Software Subscription, GeoWorx Office Server License Cost. Term 10/1/2021 to 9/30/2024. (Annual cost is \$10,798/server)	\$32,394	1	\$32,394.00
36 Months Software Subscription, GeoWorx Sketch User License Cost. Term 10/1/2021 to 9/30/2024. (Annual cost is \$86.40/user)	\$259.20	227	\$58,838.40
36 Months Software Subscription, GeoWorx Sketch Server License Cost. Term 10/1/2021 to 9/30/2024. (Annual cost is \$4,320/server)	\$12,960	1	\$12,960.00
Sales Tax if applicable			
Total Due:			\$286,831.20

EXHIBIT B
GEONEXUS INTEGRATION PLATFORM SUPPORT AND MAINTENANCE

Geonexus shall provide the support services described in Section 1 below (the “Support”) and Upgrades as described in Section 2 below.

1. SUPPORT

1.1 TYPES OF SUPPORT. Geonexus shall provide the following types of Support for the Software during the “Principal Period of Support”, which is a nine-hour contiguous daily time period between the hours of 8:00 AM and 5:00 PM, ET, Monday through Friday, excluding Geonexus published holidays (see Schedule 2).

1.1.1 Telephone/Email Support. Geonexus technical staff shall attempt to answer questions and assist Customer in resolving issues related to the Software.

1.1.2 Remote Access Support. Geonexus shall access the Software to perform remote diagnostics, verification, and/or correction of issues.

1.1.3 Additional Support. For other support related activities that are not covered above, Customer may purchase Additional Support for the Software as described below in Section 4.

1.2 REQUESTING SUPPORT. Customer may request Support from Geonexus (“Customer Request”) during the Principal Period of Support. A Customer Request may be made in the following manner:

1.2.1 Telephone: Customer Requests can be made to 1-866-839-4993.

1.2.2 E-mail: Customer Requests to support@geonexus.com.

1.3 INFORMATION REQUIRED. Prior to making a Customer Request, Customer must gather information in sufficient detail to permit Geonexus to take appropriate action. Based upon the Severity Level, Geonexus may begin investigation before a complete notification is received provided Customer promptly provides Geonexus with the applicable information. Customer’s Authorized Contacts (Schedule 1) must provide the following information:

- Customer Name
- Authorized Contact Name
- Contact Phone Number
- Short Description of the Problem
- Severity Level (as defined below)
- Full text and code number of any error messages
- When did the problem first occur?
- Did this function/feature work prior to now?
- Did any events/changes occur during the timeframe in which the problem first occurred?
- Is the problem reoccurring?
- What resolutions or troubleshooting steps have been tried and what were the results?

1.4 SEVERITY LEVELS. Customer shall initially assign one of four Severity Levels to a Customer Request, which may be subsequently changed by mutual agreement between Geonexus and Customer. Geonexus shall respond to the Customer Request based upon the Severity Level initially assigned by Customer. The Severity Levels are:

1.4.1 Severity Level 1: An unplanned outage of the Software in which the system crashes, hangs, loses data, or leaves the Software in a state that is not operational.

1.4.2 Severity Level 2: The Software is up and running but a major area of core functionality (non-administrative) is unavailable, no workaround exists, and a large percentage of users are impacted by the problem.

1.4.3 Severity Level 3: The Software is operational, major functional areas are available, and either (1) an error occurred within one of the features but the error does not prevent use of the essential functionality; or (2) a slight operational error or inconvenience occurred that impacts a small percentage of users; or (3) a general degradation in performance is experienced.

1.4.4 Severity Level 4: A minor issue related to usability, including text errors, screen or report alignment, incorrect colors, sorting errors on reports, etc.

1.5 RESPONSE TO CUSTOMER REQUESTS. Geonexus shall respond to Customer Requests as described below.

1.5.1 Acknowledge: Geonexus shall acknowledge the Customer Request and log the request in its Problem Reporting system.

1.5.2 Level of Effort: Geonexus shall address the Customer Request using a commercially reasonable level of effort that is commensurate with the Severity Level.

1.5.3 Status: Geonexus shall provide the Customer with status regarding the Customer Request based upon the Severity Level. For Severity Levels 1 and 2, Geonexus shall provide both verbal and written status. For Severity Levels 3 and 4, Geonexus shall provide either verbal or email status.

1.5.4 Circumvention: Geonexus’ first priority is to assist Customer in getting the Software operational. This may be accomplished through a correction, adjustment, temporary solution, reasonable work around, or patch if possible (“Circumvention”). If during the course of problem resolution one of these actions improves the condition of the problem, then the Severity Level will be changed to reflect the current situation.

1.5.5 Resolution: Issue “Resolution” means Geonexus has provided Customer with a New Version, New Release, or Maintenance Patch that contains a fix or written instructions that enable Customer to

correct the issue. Customer acknowledges that New Versions, New Releases, or Maintenance Patches for third party Software must come from the applicable third party and that Geonexus does not control the timing. If a Resolution cannot be accomplished in a timely manner and a temporary solution has been provided, Geonexus will then provide a long-term action plan describing its approach to resolving the Customer Request.

- 1.5.6 **Guidelines:** During the Principle Period of Support, Geonexus will use the following non-guaranteed guidelines to address Customer Requests.

Severity	Acknowledge	Status	Circumvention
1	2 hrs	8 hrs or as mutually agreed	48 hrs
2	4 hrs	16 hrs or as mutually agreed	96 hrs
3	8 hrs	Upon Request	N/A
4	16 hrs	Upon Request	N/A

2. SOFTWARE MAINTENANCE AND UPGRADES

- 2.1 **Upgrades for Geonexus Software:** Geonexus may release Maintenance Patches, New Releases or New Versions (each, as defined below) to correct issues, add updates, make adjustments, or provide improvements as described below. If Customer requests deployment assistance from Geonexus, Customer shall pay Geonexus the applicable Additional Support fee and Travel Expenses associated with the deployment.
- 2.2 **Maintenance Patches:** Geonexus may determine it is necessary to make modifications to the Software or related documentation that correct errors or deficiencies or are identified by Geonexus as mandatory changes to the Software.
- 2.3 **New Releases:** From time to time, as Geonexus sees fit, Geonexus may make changes or additions, other than Maintenance Patches or New Versions, to the Software or related documentation to support the systems with which the Software is designed to operate, to improve existing functions and performance, to provide other updates, or are identified by Geonexus as mandatory changes to the Software.
- 2.4 **New Versions:** From time to time, as Geonexus sees fit, Geonexus may make significant changes or additions, other than Maintenance Patches or New

Releases, to the Software or related documentation that adds new functionality, or improve performance by changes in system design or coding. New Versions will not include, however, any changes or additions to Software that Geonexus does not make generally available to customers who are receiving Support, which shall instead constitute a "New Product."

- 2.5 **Version.Release.Maintenance:** is the numbering scheme for the Software, for example: 2.5.10, with 2 being the "Version," 5 being the "Release," and 10 being the "Maintenance" number.

3. SUPPORT FOR THIRD PARTY UPGRADES

- 3.1 **Third Party Maintenance Patches:** Third party vendors issue maintenance patches from time to time for products with which the Software work (the "Third Party Products"). These patches are intended to correct issues in the Third Party Products and should not impact the Software. Therefore, Geonexus does not perform any evaluation or testing of these patches in regards to the Software.
- 3.2 **Third Party New Releases:** If Customer determines a need to update to a Third Party Product new release, it will notify Geonexus of its intentions through a Customer Request. Geonexus shall then determine if an update to the Software is required. Geonexus shall notify Customer of the need to update or not. If Geonexus needs to update the Software, it shall do so within a commercially reasonable timeframe based upon the scope of effort required.
- 3.3 **Third Party New Versions:** Geonexus may, at its sole discretion, provide updates to Software to support new versions of applicable Third Party Products. If Customer requests Geonexus to update Software to support a Third Party Product new version, Customer shall pay Geonexus the applicable Additional Support fee and Travel Expenses associated with the update.

4. ADDITIONAL SUPPORT

- 4.1 **Description.** Customer may have a need for support that is not described above ("Additional Support"). This includes but is not limited to:
1. On-site support
 2. Deployment assistance for Maintenance Patches, New Releases and New Versions
 3. Updates to support New Versions of Third Party Products
 4. Customer data issues, configuration issues, network/infrastructure issues, and connections to third party systems
 5. Developer support for Customer
 6. Enhancement requests associated with Software
 7. Support outside of the Principal Period of Support
 8. Training
- 4.2 **Time and Material Support:** Additional Support will be available to the Customer on an hourly time-and-material basis, provided in one (1) hour minimum

increments. Customer will be invoiced monthly for the Additional Support at the applicable Time and Material rates.

5. TRAVEL EXPENSES

Customer approved travel and living expenses associated with providing Support, Upgrades or Additional Support ("Travel Expenses") will be invoiced separately on a monthly basis as travel expenses are incurred.

6. CUSTOMER RESPONSIBILITIES

Customer shall:

- 6.1 Identify three (3) authorized contact personnel, including a primary contact, for the purposes of receiving services under this Exhibit (see Schedule 1). Customer may change these authorized contacts by providing Geonexus written notice of the change. Geonexus will direct all official communications to the primary contact.
- 6.2 Provide Geonexus reasonable access to the Software to perform Support including remote access (via Internet, VPN, etc.) to perform remote Support.
- 6.3 Commit resources in a timely manner that are knowledgeable with the Software and related third party products (including databases, operating systems, networks, computers, and other equipment) to assist Geonexus while providing services hereunder.
- 6.4 Be responsible for installation, testing, and deployment of New Versions, New Releases, and Maintenance Patches in Customer's development, test, and production environments.
- 6.5 Be responsible for charges incurred for communication facilities at the Customer's facilities, whether incurred by the Customer or by Geonexus representatives while performing services.
- 6.6 Be responsible for regular administration and maintenance of the Software, by a System Administrator trained in the operating system, database administration, and third party tools and applications purchased by Customer.
- 6.7 Perform all back-ups and ensure their accuracy.
- 6.8 Maintain up-to-date support contracts for all third party applications and hardware related to the Software.

7. SUPPORT LIMITATIONS

- 7.1 Geonexus obligations under this Exhibit apply to the Customer only. Geonexus has no obligation to provide any Support or other services to Customer's customers, agents, or vendors.
- 7.2 Customer acknowledges that Geonexus does not provide help desk or similar services to Customer's end users.
- 7.3 This Exhibit does not obligate Geonexus to provide on-site services, except to the extent that Geonexus believes on-site Support is necessary for it to fulfill its obligations under this Exhibit.

- 7.4 Support and Upgrades are contingent upon the use of unmodified Software, unless modifications were approved by Geonexus, operated in accordance with Geonexus documentation. Support specifically excludes the following: (1) Support to a version of the Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore Customer's data.
- 7.5 Support for third party products is not included under this Exhibit.
- 7.6 Any Upgrades to third party products are provided by the applicable third party licensor.
- 7.7 Unless purchased as Additional Support, Geonexus is not responsible for the installation and testing of New Versions, New Releases, or Maintenance Patches.
- 7.8 Customer may reinstate lapsed Support (within 12 months), provided Geonexus continues to Support the applicable Software, by paying 125% of all Support fees then in arrears. Customer may exercise its right to reinstate lapsed Support no more than once without the written agreement of Geonexus.

Schedule 1 to Exhibit B
Authorized Customer Contact Information

Primary Contact Person			
Name:		Title:	
Phone Number:		Cell Number:	
E-mail address:			
Auxiliary Contact Person			
Name:		Title:	
Phone Number:		Cell Number:	
E-mail address:			
Auxiliary Contact Person			
Name:		Title:	
Phone Number:		Cell Number:	
E-mail address:			

Schedule 2 to Exhibit B
Geonexus Published Holidays

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving, and the day after
Christmas Eve and Christmas Day

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