

RECEIVED
CITY OF ATLANTIC CITY
2020 JAN 13 PM 12:33

From: T. Matthew Hurley <opra+request-9046-c8a7d467@requests.opramachine.com>
Sent: Monday, January 13, 2020 12:33 PM
To: City Clerk
Subject: OPRA request - Gov Pilot Contract

Dear Atlantic City,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Copy of all contracts between Atlantic City and Gov Pilot as well as copies of all fees associated with this purchase.

Yours faithfully,

T. Matthew Hurley

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-9046-c8a7d467@requests.opramachine.com

Is CityClerk@cityofatlanticcity.org the wrong address for OPRA requests to Atlantic City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=atlantic_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/gov_pilot_contract

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

WARNING - EXTERNAL E-MAIL - Attachments and links in this email may be malicious. Please be suspicious of this email as it originated outside the COAC systems.

DO NOT CLICK links or attachments unless you are expecting the email. please contact IT if you are in doubt or have questions



CITY OF ATLANTIC CITY
1301 BACHARACH BLVD
ATLANTIC CITY, NJ 08401-4603

SHIP TO

Management Info Systems
ROOM 304 CITY HALL
1301 BACHARACH BLVD
ATLANTIC CITY, NJ 08401

VENDOR

Vendor #: [REDACTED]

SHI International Corp
290 Davidson Avenue
Somerset, NJ 08873

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 19-01822

ORDER DATE: 08/30/19
REQUISITION #: R1901452
STATE CONTRACT: A89151
TERMS:

PAYMENT RECORD

CHECK NO.

DATE PAID

TAX EXEMPT - IRS # 21-6000040

QUANTITY	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL
1.00 /LS	GovPilot Module Package 100 Templated Modules - 12 Months GovPilot Quotation #17524240 Contract Name: Software Reseller Contract # 17552 NJ State Contract A89851 RES #52 of 2019 Copy of Approved Proposal/Master Subscription Agreement Attached.	C-04-13-051-ADM-417 Data Processing	122,500.0000	122,500.00
			TOTAL	122,500.00

CLAIMANT'S CERTIFICATION & DECLARATION

do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been purchased or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount thereon stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGNATURE: _____

OFFICIAL POSITION: _____

DATE: _____

FIN/SSN: _____

OFFICER'S CERTIFICATION

The items specified in the above account were necessary for the purpose of this department and were authorized by the undersigned, in conformity with the ordinances of Atlantic City, for the use and benefit of said City. Each item has been received and its quality is as ordered. The work specified has been completed and each price charged is correct. No price higher than the prevailing market price as far as we can ascertain, or more than the contract price.

DEPARTMENT/SIGNATURE _____ DATE _____

VENDOR - THIS VOUCHER SHALL BE SIGNED AND RETURNED TO THE COMPTROLLER'S OFFICE, ROOM 308 CITY HALL.

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

[Signature] 8/30/19
CFO/Director of Revenue/Finance Date

[Signature] 8/30/19
Purchasing Agent Date

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED ABOVE IN BOTH SPACES.

(Revised 4/10)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:15-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:15-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provides goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the State and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor; 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file; 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State. A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.



Pricing Proposal
Quotation #: 17524240
Created On: Aug-01-2019
Valid Until: Aug-30-2019

CITY OF ATLANTIC CITY

Kelly Astin
Phone: (609) 347-8393
Fax:
Email: kastin@cityofatlanticcity.org

Inside Account Manager

Robert LaRue
280 Davidson Ave
Somerset, NJ 08873
Phone: 1-888-744-4084
Fax:
Email: NJOOV@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 GovPilot Module Package - 100 Templated Modules - 12 Months GovPilot - Part#: Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$122,500.00	\$122,500.00
			Total \$122,500.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp, is 100% Minority Owned, Woman Owned Business,
TAX ID# 22-3009848; DUNS# 81-1429481; COR# 81-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



00015102
CITY OF ATLANTIC CITY
1301 BACHARACH BLVD
ATLANTIC CITY, NJ 08401-4608

SHIP TO

Management Info Systems
ROOM 804 CITY HALL
1301 BACHARACH BLVD
ATLANTIC CITY, NJ 08401

VENDOR

Vendor #:

SHI International Corp
290 Davidson Avenue
Somerset, NJ 08878

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 19-01822

ORDER DATE: 08/30/19
REQUISITION #: R1901452
STATE CONTRACT: A89151
TERMS:

PAVMENT RECORD

CHECK NO. -

DATE PAID

TAX EXEMPT - IRS # 21-6000040

QUANTITY	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL
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			TOTAL	122,500.00

CLAIMANT'S CERTIFICATION & DECLARATION I solemnly declare and certify under penalties of the law that the bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been in or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. IDOR SIGNATURE: <i>[Signature]</i> OFFICIAL POSITION: <i>IPM</i> DATE: <i>9/9/19</i> E: <i>[Redacted]</i> I/SSH: <i>[Redacted]</i>	OFFICER'S CERTIFICATION The items specified in the above account were necessary for the purpose of this department and were authorized by the undersigned, in conformity with the ordinances of Atlantic City, for the use and benefit of said City. Each item has been received and its quality is as ordered. The work specified has been completed and each price charged is correct. No price higher than the prevailing market price as far as we can ascertain, or more than the contract price. DEPARTMENT SIGNATURE: <i>[Signature]</i> 9/18/19 DATE: <i>9/18/19</i> VENDOR - THIS VOUCHER SHALL BE SIGNED AND RETURNED TO THE COMPTROLLER'S OFFICE, ROOM 808 CITY HALL.	APPROVAL TO PURCHASE DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW <i>[Signature]</i> 8/30/19 CFO/Director of Revenue/Finance Date <i>[Signature]</i> Mary Mary 8/30/19 Purchasing Agent Date DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED ABOVE IN BOTH SPACES.
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Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9869

Please remit payment to:
 SHI International Corp
 P.O. Box 862121
 Dallas, TX 75395-2121
 Wire Information: Wells Fargo Bank
 Wire R# 121000248
 ACH R# 021200025
 Account# 2000097641964
 SWIFT Code: WFBUIUS88
 For W-9 Form, www.shi.com/W9

Invoice No. B10526037

Invoice date 9/5/2019
 Customer number 1017917
 Sales order S50293752

Finance charge of 1.5% per month will be charged on
 past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI
 Sales team.

Bill To
 CITY OF ATLANTIC CITY
 PURCHASING STE #310
 1301 BACHARACH BLVD.
 ATLANTIC CITY, NJ 08401
 USA

Ship To
 CITY OF ATLANTIC CITY
 1301 BACHARACH BLVD.
 Atlantic City, NJ 08401
 USA
 19-01822/Kelly Aethn

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
9/5/2019	Ryan Balcher	19-01822	ESD	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
38251584 NPN-GOVPI-100 Opti upd via downlo GovPilot	GovPilot Module Package - 100 Templated Modules - 12 Months Multiple platforms English Opti upd via downlo Software Contract number: ITS68 Sub Contract: 89851 Maintenance From date: 9/3/2019 Maintenance To date: 9/1/2020	1	1	122,500.00	122,500.00

Quote: 17524240

Sales Balance	122,500.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total:	122,500.00
Currency	USD



PROPOSAL / MASTER SUBSCRIPTION AGREEMENT

Prepared for:

Atlantic City, NJ

Primary Contact

Michael Bonner, Founder & CEO

michael@govpilot.com

9/15/2019

Overview of Services

GovPilot is a web-based management platform developed exclusively for local government. GovPilot replaces antiquated processes with digital automation to improve productivity, constituent convenience and workflow management.

GovPilot unifies fragmented data and communication between employees, department heads and their administrators, resulting in an environment in which information flows freely and subject matter knowledge can be obtained within seconds. With a clear view of how well a department is operating, administrators can make more educated decisions on the best course of action.

GovPilot's product catalog contains over 100 templated modules which can be purchased "a la carte", allowing governments to start modernization, prioritizing their most pressing needs. These modules can be used "off the shelf" or can be modified to a department's specifications.

GovPilot accommodates unlimited users, which allows governments to manage and share critical data throughout their organization, at no additional cost. This information can be shared 24/7 from the office, the field, or the employee's home.

Wherever the Community,
Whatever the Problem,
GovPilot offers a Solution.

Benefits of GovPilot

Employee & Elected Officials Benefit

- Customizable Dashboards to see the data that's Important to you
- Remove communication and data silos
- Cut-down on call volume, walk-ins and other distractions
- Learn one platform, replace single-purpose software systems, IT doesn't need to support 10+ systems
- Drastically Improve productivity through automated modules

Constituent Benefits

- Convenience of E-Commerce functionality – submit application and pay online
- Communicate concerns via Mobile App
- Access Information and data via website, eliminating need to submit OPRA

Unlimited Users

- All employees and Elected Officials are eligible for login credentials

Preloaded Data

- Assessment Records, Municipal and Parcel Boundaries
- Foreclosure Filings

Cloud Based

- Access, manage and edit data from the office and in the field
- No scaling limitations, local server installation, burdensome maintenance costs or time-consuming software updates
- Data updates occur in real time, enabling office-based employees to collaborate with colleagues in the field via mobile device

Fields & Forms

- GovPilot works closely with assigned divisions and departments to modify the platform based on your unique needs
- Deploy flexible modules and forms integrated with pre-loaded data
- User-friendly, drag-and-drop interface
- Merge and log external data, attach documents, calendars, files and notes to individual property records with ease

GovPilot's Templated Modules Consist of 5 Main Components:



Dashboard

Whether you are a typist, department head, city manager or elected official, GovPilot's dashboard allows you to retrieve the answers you need, quickly. The dashboard is customizable, allowing users to create shortcuts to their data, called "tiles". These tiles are doorways to filtered and sorted data sets. When clicked, each tile opens a different view. Arrange and add an unlimited number of tiles with unparalleled ease.

Property	Form	Record Type	Reference	Status	Date	Property Address	Last Modified
111	1	2015-01-01	111-000000000	Open	2015-01-01	111-000000000	2015-01-01 10:00:00
112	2	2015-01-01	112-000000000	Open	2015-01-01	112-000000000	2015-01-01 10:00:00
113	3	2015-01-01	113-000000000	Open	2015-01-01	113-000000000	2015-01-01 10:00:00
114	4	2015-01-01	114-000000000	Open	2015-01-01	114-000000000	2015-01-01 10:00:00
115	5	2015-01-01	115-000000000	Open	2015-01-01	115-000000000	2015-01-01 10:00:00
116	6	2015-01-01	116-000000000	Open	2015-01-01	116-000000000	2015-01-01 10:00:00
117	7	2015-01-01	117-000000000	Open	2015-01-01	117-000000000	2015-01-01 10:00:00
118	8	2015-01-01	118-000000000	Open	2015-01-01	118-000000000	2015-01-01 10:00:00
119	9	2015-01-01	119-000000000	Open	2015-01-01	119-000000000	2015-01-01 10:00:00
120	10	2015-01-01	120-000000000	Open	2015-01-01	120-000000000	2015-01-01 10:00:00



Property Profile

The cornerstone of our platform, this feature links all property-related data to a single property profile. See all building permits, violations and licenses associated with a property. Attach and take notes with in the profile as well.

Form	Record Type	Reference	Status	Date	Property Address	Last Modified
1	2015-01-01	1-000000000	Open	2015-01-01	1-000000000	2015-01-01 10:00:00
2	2015-01-01	2-000000000	Open	2015-01-01	2-000000000	2015-01-01 10:00:00
3	2015-01-01	3-000000000	Open	2015-01-01	3-000000000	2015-01-01 10:00:00
4	2015-01-01	4-000000000	Open	2015-01-01	4-000000000	2015-01-01 10:00:00
5	2015-01-01	5-000000000	Open	2015-01-01	5-000000000	2015-01-01 10:00:00
6	2015-01-01	6-000000000	Open	2015-01-01	6-000000000	2015-01-01 10:00:00
7	2015-01-01	7-000000000	Open	2015-01-01	7-000000000	2015-01-01 10:00:00
8	2015-01-01	8-000000000	Open	2015-01-01	8-000000000	2015-01-01 10:00:00
9	2015-01-01	9-000000000	Open	2015-01-01	9-000000000	2015-01-01 10:00:00
10	2015-01-01	10-000000000	Open	2015-01-01	10-000000000	2015-01-01 10:00:00



Digital Forms E-commerce Functionality

GovPilot's digital forms can significantly reduce the time your staff spends on data entry. Form data is routed directly into the GovPilot system, eliminating the redundant process of a government employee transferring constituent information from a PDF to the database. Constituents access, complete and submit digital forms through your government website. Form logic blocks submission until all required fields have been populated, which guarantees that your departments receive properly completed forms, every time.



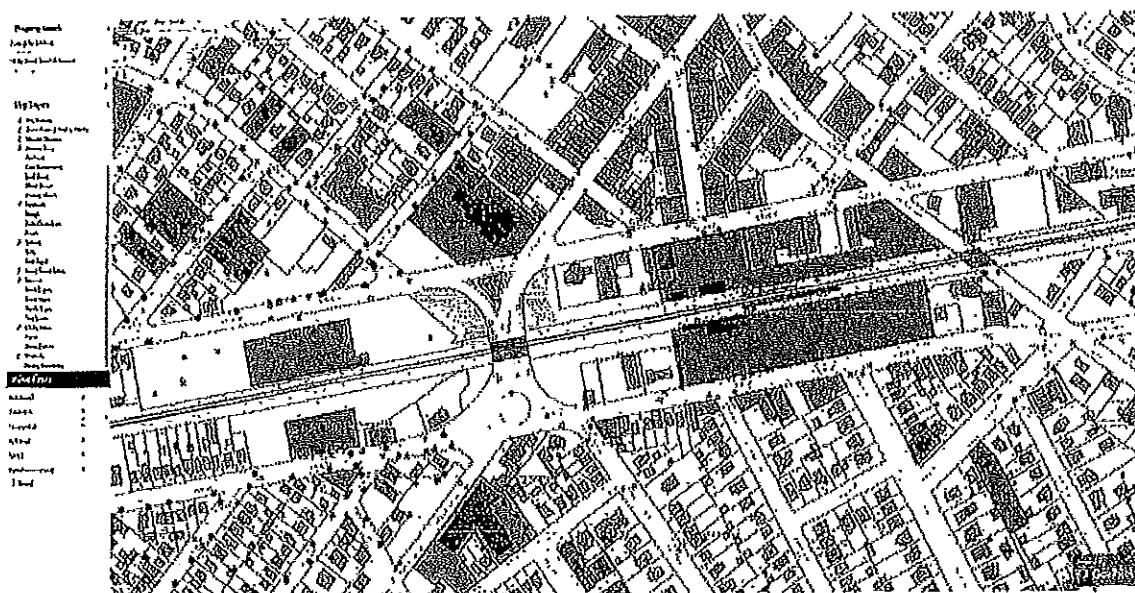
Automated Workflows

GovPilot's workflow engine reads data, calendar and user activity as triggers to automate the completion of a multitude of tasks, including the processing of public requests, licenses, applications, e-commerce transactions and internal administrative functions. Automated alerts notify employees of changes in project status and streamline post-submission correspondence with applicants. Workflows improve operational efficiency while promoting transparency and accountability among employees and departments.



Geographic Information System (GIS)

A picture is worth a thousand words. From cave paintings to emojis, graphic depiction is an integral part of how humans communicate and make sense of the world. When trying to identify patterns and otherwise understand your data—which could include thousands or even millions of variables—the ability to visualize that data is essential. GovPilot's user-friendly map grants ALL government employees the ability to harness the power of a geographic information system (GIS).



Subscription Plan Description

Plan	Description	Cost
Customizable Dashboard	Create custom dashboards allowing users to view pertinent data	Included
Internal Government Access	Unlimited unique user licenses (Requires Government Email)	Included
Need Assessment	Initial consultation to define and map specific department and governmental needs	Included
Workflow	Route Workflows to proper stakeholders	Included
Module Modification	Variables such as: Fees, Licenses, Permits, Ordinances, Picklist Fields, Employees, Views, Reports and Workflow Routing may be modified.	Included
Training	Module training sessions including training videos	Included
Technical Support	Unlimited	Included

** Governmental will designate Primary and Secondary Account Administrators who will be responsible for direct interaction and communication with GovPilot training and technical advisors.*

Master Subscription Agreement

This Master Subscription Agreement ("Agreement") is made as of [], ("Effective Date"), between PropertyPilot, LLC d/b/a GovPilot, with offices located at [79 Hudson Street Hoboken, Suite 503 NJ 07030] ("GovPilot") and the customer set forth below ("Customer"). GovPilot and Customer will be referred to herein individually as a "Party" and together as the "Parties". This Agreement consists of this cover sheet ("Cover Sheet") and the terms and conditions attached hereto ("Terms"). GovPilot will provide to the Customer access to the Service (defined in Section 1 of the Terms) and the Professional Services (defined in Section 1 of the Terms), on the terms and conditions set forth in this Agreement. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CUSTOMER CONTACT INFORMATION	
Name	Atlantic City, New Jersey
Address	1301 Bacharach Blvd, Atlantic City, NJ 08401
Primary Contact	Mayor Frank Gilliam
Secondary Contact	Patrick Quinlan CTO

SUBSCRIPTION TO THE SERVICE GENERAL INFORMATION	
Geographic Region	Atlantic City, New Jersey
Start Date	9/1/2019
Effective Date	9/1/2019
Initial Term	3 years
Renewal Term	1 year
Billing Period	Annual
Tier Level	
Module	TBD - Attached Modules Selection Addendum

ANNUAL SUBSCRIPTION PRICE OPTIONS

*The cost per module decreases by 25% as you move up a tier

Module Package	Description	Annual Cost	Cost Per	Initial
Starter Package	GIS Map & GovAlert App	\$ 7,500		
1st Tier	3 Templated Modules	\$ 16,500	\$ 5,166	
2nd Tier	8 Templated Modules	\$ 31,000	\$ 3,875	
3rd Tier	15 Templated Modules	\$ 43,575	\$ 2,905	
4th Tier	30 Templated Modules	\$ 65,370	\$ 2,179	
5th Tier	50 Templated Modules	\$ 81,700	\$ 1,634	
✓ Unlimited	All Templated Modules	\$ 122,500	\$ 1,225	
✓ Building Department Module	Included in Unlimited			
✓ Tax Assessment Module	Included in Unlimited			
Total		\$ 122,500		

BEST PRACTICES

GovPilot developed its modules by crowdsourcing Best Government Practices (BGP) from subject matter experts. The BGP-based modules feature a standardized and streamlined workflow and performance management structure.

A number of features within the modules can be customized at no additional cost. These customizable areas are referred to as variables. They include things such as Fees, Licenses, Permits, Ordinances, Picklist Fields, Employees, Views, Reports and Workflow Routing. Additional customizations, outside of variable areas can be performed at a cost of \$125 per hour.

GOVPILOT FIVE STAGE ON-BOARDING PROCESS

Although GovPilot is a powerful tool which can offer significant benefits, it will need to be fully adopted and utilized to reap those benefits. Change isn't easy, your involvement to ensure employees adopt the new way of processing their work is crucial for these benefits to be realized.

We have found that assigning a point person for each module deployment, along with transparency of progress, greatly increases the probability of a successful deployment.

GovPilot's Five Stage Onboarding Process below will require work and effort from you and your staff. The benefits will outweigh the effort 10X, and be in perpetuity, compared to onboarding, which happens just once. The stages below are sequential, we cannot move on to the next stage until prior stages are 100% complete. All stakeholders from your local government and your GovPilot Customer Success Team will have a weekly report to view progress. It is our aim to have you fully onboarded and trained within 45 days.

STAGE 1	A. Select all modules for tier purchased B. Provide Project Owner, Module Managers, Web-Master Contact Information
STAGE 2	A. Provide all variables, for all modules (Fees, Licenses, Permits, Ordinances, Picklist Fields, Employees, Views, Reports and Workflow Routing) Stage 1 & 2 need to be fully completed by the 15th of the month to be scheduled to be built during the approaching month. Example: Deliver variables before the 15th of February, GovPilot will build out Modules in March. If client is unable to deliver variables by the 15th of the month, the build will be delayed for an additional month and not restart until all variables have been delivered. A weekly report will be issued showing Module Name, Module Manager/ Government Employee, Percentage of variable information delivered.
STAGE 3	A. Users take and pass GovPilot's Module Learning System (Under 30 minutes each - users receive degree) B. Live training is scheduled
STAGE 4	A. Publish links on Website B. Live Training of all users is conducted C. Historical Averages are determined to predict usage levels
STAGE 5	A. Go Live B. Track Module Usage - Send Report to Mayor, City Council and Administrators Office on Usage C. Publish Press release on how your government operations have been streamlined

SUBSCRIPTION FEATURES

Number of Authorized Users: Unlimited Municipal Employees

Pre-Loaded Data (defined in Section 1 of the terms), including the following: [UPDATES AS APPLICABLE]

- Property Type
- Ownership Information
- Property Sales Data
- Traffic Layer
- Google Street View (Where available)
- Property Tax Data

GIS Map:

POSSIBLE SUBSCRIPTION-RELATED FEES

LEGACY DATA IMPORT FEE:

GENERAL INFORMATION

GovPilot can modify the following module variables based on customer specifications: Fees, Licenses, Permits, Ordinances, Picklist Fields, Employees, Views, Reports and Workflow routing. ("Modification Services"). Any changes to the scope of the modification Services will be agreed upon in a signed writing by the Parties. Customer will reasonably cooperate with GovPilot to enable GovPilot to provide the Modification Services as further described in the Terms. Based on such collaboration, GovPilot will provide Customer with written documentation specifying the particular features to be included as part of the modified Service ("Specifications Document"). Once the Parties agree in writing to the Specifications Document, GovPilot will begin to modify the Service. Customer acknowledges and agrees that the Specifications Document is subject to change during the modification module based on issues that arise during said module.

GovPilot will provide training and technical support services as described in the Terms ("Training and Support"). Modification of any module described above ("Module Modification"). The Parties will agree to the particular terms of all Module Modifications in writing.

SUBSCRIPTION FEATURES

Variable Modification	Free of Charge
Non-Variable Modification	\$125 Per Hour
Training and Support	Unlimited

IN WITNESS WHEREOF, GovPilot and Customer have caused this Agreement to be executed as of the Effective Date.

PROPERTYPILOT, LLC D/B/A GOVPILLOT

By:

Print Name:

Title:

Date:

[Signature]
Michael Bonner
CEO - Founder
8/28/19
Approved as to form (MTP)

CUSTOMER

By:

Print Name:

Title:

Date:

[Signature] OPA
Mary P. Morney, OPA
Purchasing Agent - City of Auburn
8/30/19

GovPilot Modules

Module	Departments	Description	Upgrade
Alarm Registration	Clerks / Administration	Simplify security by allowing residents to register home security systems from the comfort of home.	
Animal Intake	Animal Control / Clerks	Intuitive digital forms gather data that lays the foundation for detailed property records that ensure rescued animals are in good homes.	
Apartment Inspection	Housing / Code Enforcement	Automated scheduling and mobile capabilities streamline the inspection process.	
Automotive Repair Facility Licensing	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local automotive repair facilities.	
Block Party	Clerks	GovPilot's digital block party permit application promotes safe and fun events. Straightforward instructions and easy to-navigate drop-down menus mean local event planners will have no problem with completion or submission.	
Boat Ramp Application	Clerks	Coastal clients convenience boat owners with public-facing digital forms.	
Bulk Waste Pickup/Drop off	Public Works	Constituents keep the community clean with one module.	
Business Registration/ Mercantile License	Clerks	Encourage local entrepreneurship with streamlined registration.	
Canvasser, Solicitor, Hawker, Peddler	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local canvassers/solicitors/hawkers/peddlers.	
Certificate of Continued Occupancy (Residential)	Building / Housing / Code Enforcement	Attachment capable, fully customizable digital Certificate of Continued Occupancy and related automated workflow conveniences applicants and Housing officials alike.	
Certificate of Habitability (Residential)	Building / Housing / Code Enforcement	A critical process made simple with GovPilot automation.	
Certificate of Habitability (Commercial)	Building / Housing / Code Enforcement	A critical process made simple with GovPilot automation.	

GovPilot Modules

Module	Departments	Description	Upgrade
Certificate of Occupancy (Residential)	Building / Housing / Code Enforcement	A critical process made simple with GovPilot automation.	
Certificate of Occupancy (Commercial)	Building / Housing / Code Enforcement	A critical process made simple with GovPilot automation.	
Certified Abutters List	Zoning / Tax	The first of its kind.	
Change of Address Form	Clerks / Tax	Track moves made with GovPilot.	
Clothing Bin Donation	Clerks	Always accessible and followed by a speedy review process, GovPilot's digital donation clothing bin application conveniences Good Samaritans looking to help underprivileged members of the community.	
Commercial Landscaper Registration	Clerks	Public-facing digital form and automated workflow simplifies landscaper license application and issuance.	
Community Garden Permit	Public Works	Community gardens promote harmony and eco-friendly practices. GovPilot's convenient digital form helps bring them into existence.	
Construction Module	Building	Manage infrastructure with GovPilot's digital form and automated workflow.	
Contractor Registration	Building	Contractors can register in just a few clicks.	
Curb, Sidewalk, and Apron Permit	Building / Zoning	Manage infrastructure with GovPilot's digital form and automated workflow.	
Disabled Veteran Tax Exemption	Tax	Better serve those who've served the United States by simplifying the disabled veterans tax exemption module. Applicants can provide information from the comfort of home and automated modules minimize wait time.	
Dumpster Pod Permit	Clerks	Sanitation officials can more accurately track those responsible for the management of dumpster pods with GovPilot automation.	

GovPilot Modules

Module	Departments	Description	Upgrade
Emergency Response Log	Health	Records of emergency responses are stored in GovPilot's cloud-based server.	
Employment Application	Administration	GovPilot's digital employment application can be customized to fit any screening process.	
Field and Facility Usage Registration	Recreation / Clerks	Always accessible and followed by a speedy review module, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.	
Filming License	Clerks	Always be ready for a close-up with GovPilot's easy to navigate filming license application digital form.	
First Time Home buyer Application	Housing	Online applications make it easy for first time home buyers to register with local government.	
Florist License	Clerks / Health	Convenient digital registration application encourages florists to open shop. Advanced automation and data storage ensure that applicant information is recorded and reviewed by the appropriate government employees.	
Food Vendor License	Clerks / Health	Ensure food vendors uphold health, safety and other regulations.	
Freedom of Information Act / Open Records	Administration	Public-facing digital request form and streamlined internal communications enable local government officials to uphold open information laws and send fulfillment documents automatically.	
Garage & Yard Sale Permit	Clerks	Customizable digital form and automated processing combine to help government track the frequency and location of garage and yard sales for strengthened enforcement of quotas.	
Gas Station Permit	Clerks	Implement digital license application form and related automated workflow and benefit from detailed profiles of local gasoline stations.	
GIS Map	Administration	Geographic Information System (GIS) Map illustrates datasets for accurate analysis of trends, actionable insights and improved constituent engagement.	
Healthcare Facility Inspection	Housing	Ensure standards are met with unrivaled ease.	

GovPilot Modules

Module	Departments	Description	Upgrade
Housing Inspection	Code Enforcement	GovPilot covers all aspects of the housing inspection process.	
Junkyard Registration	Clerks	GovPilot helps local government track open air parking and junkyard dealers to ensure that they are complying with safety standards.	
Kennel, Pet Shop, Shelter Registration	Animal Control / Clerks	Monitor establishments that care for furry friends with GovPilot's automated kennel, pet shop, shelter and pound tracking module.	
Landlord Registration	Housing	Support rising rental trends by offering landlords digital registration application. A workflow promotes internal communication and automates data storage to build an accurate and comprehensive trove of property information.	
Landscapers License	Clerks	Public-facing digital form and automated workflow simplifies landscaper license application and issuance.	
Leaf Collection Application	Clerks / Public Works	Organize and streamline the leaf collection process with GovPilot's digital form and automated scheduling features.	
Limousine License	Clerks	Limousine license issuance has never been simpler.	
Marriage License	Clerks	Customizable digital application form and associated workflow simplify the marriage license registration and issuance process.	
Mobile Vendor License	Clerks / Health	Digital applications and streamlined license processing convenience mobile vendors and local government.	
Non-Resident Parking Permit	Clerks / Parking	Visitors will have no problem finding parking with GovPilot's user-friendly non-resident parking permit application and issuance system in place.	
One Time Use Parking Permit	Clerks / Parking	Take control of the parking situation at the local beach or train station by issuing one-use parking passes. A digital application form and associated workflow simplify issuance.	
Parade / Ceremony Application	Clerks / Administration	Residents can easily and conveniently cordon off streets and other areas for safe ceremonies via GovPilot's quick and easy application and approval module.	

GovPilot Modules

Module	Departments	Description	Upgrade
Parking Meter Rental Application	Clerks / Administration	Allow residents to register home security systems from the comfort of home.	
Pet License	Animal Control / Clerks	Intuitive digital forms gather data that lays the foundation for detailed property records that ensure rescued animals are in good homes.	
Plant a Shade Tree Application	Housing / Code Enforcement	Automated scheduling and mobile capabilities streamline the inspection module.	
Purchase Requisition	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local automotive repair facilities.	
Rental Property Registration	Clerks	GovPilot's digital block party permit application promotes safe and fun events. Straightforward instructions and easy to-navigate drop-down menus mean local event planners will have no problem with completion or submission.	
Rental Property Verification	Clerks	Coastal clients convenience boat owners with public-facing digital forms.	
Report a Broken Meter	Public Works	Convenience constituents and keep the community clean with one module.	
Report a Concern / Mobile App	Clerks	Encourage local entrepreneurship with streamlined registration.	
Residential Parking Permit	Clerks	Implement digital license application forms and related automated workflows and benefit from detailed profiles of local canvassers/solicitors/hawkers/peddlers.	
Salon License	Building / Housing / Code Enforcement	Attachment capable, fully customizable digital Certificate of Continued Occupancy and related automated workflow conveniences applicants and Housing officials alike.	
Senior Citizen Curbside Pick Up Application	Building / Housing / Code Enforcement	A critical process made simple with GovPilot automation.	
Senior Citizen ID Card Application	Building / Housing / Code Enforcement	A critical process made simple with GovPilot automation.	

GovPilot Modules

Module	Departments	Description	Upgrade
Senior Citizen Tax Deduction	Tax	State-of-the-art data aggregation and storage technology helps local government track resident demographics and assess tax deduction eligibility.	
Senior Citizen Tax Exemption	Tax	Track resident demographics and determine tax exemption eligibility.	
Sewage Application	Public Works	Ensure sanitary sewage management.	
Shed Permit	Clerks / Building	Construction-minded residents can apply to build a shed with unrivaled ease, at any time, from any location.	
Sidewalk Cafe Permit	Clerks	Restaurateurs looking to offer customers an al fresco dining experience can easily register for a sidewalk cafe permit via GovPilot's digital, fee calculating form.	
Sign Permit	Clerks	Regulate local signage.	
Snow Plowing Management	Public Works	Maintain safety and order on snowy days.	
Soil Movement Application	Public Works	Track and manage the movement of soil.	
Solicitation - Charitable, Benevolent Permit	Clerks	Boost compliance rates by requiring local solicitors to apply for a license via convenient digital form.	
Special Event Application	Clerks	Nothing ruins a special event like poor planning. Digital form and automated workflow accounts for each step of the event planning process.	
Street Opening Permit	Engineering / Building / Zoning	Multiple departments are privy to street opening plans.	
Subdivision Permit	Engineering / Building / Zoning	Uphold critical code and convenience constituents.	

GovPilot Modules

Module	Departments	Description	Upgrade
Support Tickets	IT	The IT department will appreciate GovPilot's efficiency and intuitive design.	
Tank Inspection	Health	Efficient inspections for a healthy community.	
Taxi Owner License	Clerks	Track and manage taxi owners.	
Taxicab / Uber Operator Management	Clerks	Stay on top of transportation trends.	
Tennis Court Use Application	Clerks / Recreation	Residents looking to stay active will appreciate the 24/7 accessibility and ease of use of GovPilot's digital tennis court reservation form.	
Theater License	Clerks	Promote the creation of a thriving entertainment district with GovPilot's digital theater license application form.	
Trailer Park Application	Clerks	GovPilot's straightforward trailer park/camp permitting module helps local government track everyone who rolls into town.	
Tree Removal Permit	Clerks	Tree removal, restoration and replanting is simply done with GovPilot automation carrying the module along.	
Use of Borough Facilities	Clerks / Recreation	Always accessible and followed by a speedy review process, GovPilot makes it easy for residents to book borough facilities and easy for government to manage reservations.	
Vacant Property Exemption	Zoning / Housing	GovPilot streamlines all facets of vacant property management, exemption included.	
Vacant Property Registration	Zoning / Housing	Vacant properties registered through GovPilot digital forms are tracked and managed via GovPilot's efficient, automated workflow.	
Vehicle Maintenance Management	Public Works	Vehicle maintenance made simple.	

GovPilot Modules

Module	Departments	Description	Upgrade
Veteran Tax Exemption	Tax	Better serve those who've served the United States by simplifying the disabled veterans tax exemption module. Applicants can provide information from the comfort of home and automated modules minimize wait time.	
Vital Records Request	Clerks	GovPilot's digital request form covers all manner of vital records. Ensuing automated workflow makes for swift issuance.	
Volunteer Registration	Clerks	Always accessible and followed by a speedy review process, GovPilot's digital Citizen Leadership Volunteer application conveniences Good Samaritans.	
Voter Registration	Administration	Ensure that everyone can participate in democracy.	
Water Testing Application	Health	Maintain the health of the community with GovPilot.	
Work Order	Public Works	Optimize internal operations.	
Zoning Permit	Zoning	Review applications and issue zoning permits in record time.	

Terms and Conditions

Any capitalized terms used in these Terms but not otherwise defined will have the meanings ascribed to them in the Cover Sheet. If there is any conflict or inconsistency between the terms of the Cover Sheet and these Terms, then these Terms will control solely to the extent of the conflict or inconsistency.

1. Definitions

- a. "Authorized Purpose" means (i) to input, import and export data and perform functions related to government management within the geographic regions identified on the Cover Sheet; and (ii) to enable Public Users to submit and view certain data within the geographic regions identified on the Cover Sheet through the Public Service and GIS Map.
- b. "Authorized User" means Customer's employees who may access the Service with a valid username and password issued by GovPilot.
- c. "Confidential Information" means any information disclosed by either Party to the other Party that is marked "Confidential" or "Proprietary" at the time of disclosure. Without limiting the foregoing, Confidential Information also includes this Agreement, the Cover Sheet, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service. Confidential Information will not, however, include any information which, as shown by documents in the receiving Party's possession, (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information. Additionally, Confidential Information will not include any Data (defined in Section 3 below) or any information that can be obtained through a public records request under applicable law.
- d. "Customer Data" means any and all data, including, but not limited to shape files, entered or imported into GovPilot, either directly or through hosted forms, by Authorized Users or Public Users.
- e. "GIS Map" means the geographic information system graphical interface including Pre-Loaded Data and Customer Data added by Customer and made available in the form of a map for use by Authorized Users and Public Users.
- f. "Legacy Data" means any and all historical data the Customer submits to the Service. Legacy Data must conform to GovPilot's importing requirements.
- g. "Pre-Loaded Data" such as the property data, tax assessment data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded within the Service by GovPilot.
- h. "Professional Services" means those services described in the Cover Sheet.
- i. "Public Users" means a user of the Public Service.
- j. "Public Service" means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- k. "Service" means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, modules, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Cover Sheet.
- l. "Subscription" means the subscription type selected on the Cover Sheet required for Authorized Users to access the Service.
- m. "Variables" means areas within module that can be modified without charge.

2. Access to Service

- a. **Grant.** Subject to the terms and conditions of this Agreement, GovPilot hereby grants to Customer a nonexclusive, nonsub licensable and nontransferable right during the Term (defined in Section 9 below) to allow the Authorized Users to access and use the Service for the Authorized Purpose. GovPilot will provide Public Users with access to the Public Service, subject to GovPilot's Terms of Use and Privacy Policy (collectively, the "Policies").
- b. **Additional Restrictions.** Neither Customer nor any party acting on its behalf (including Authorized Users) may: (i) transfer, distribute, sell, lease, license or sublicense access to the Service; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service; (iii) allow any party to access the Service except for Authorized Users and Public Users; (iv) write or develop any derivative software or any other software program based upon the Service or any Confidential GovPilot Information; (v) attempt to disrupt the integrity or performance of the Service; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; or (vii) otherwise use the Service in any manner that may violate any applicable laws, rules or regulations or infringe any third party intellectual property or other rights.
- c. **Authorized Users.** Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies. GovPilot reserves the right to immediately suspend any or all Authorized Users' access to the Service if GovPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide GovPilot with the name and email address of each Authorized User promptly following the Effective Date and update the list as it may change during the Term. The access credentials that GovPilot provides to each Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.
- d. **GovPilot Ownership.** Except for the rights granted to Customer in Section 2(a) above and Customer's rights to Data, as between the Parties, GovPilot retains all right, title and interest, including all intellectual property rights, in and to the Service (including all updates thereto) and all aggregated and de-identified information that GovPilot's systems or applications automatically collect regarding use of the Service and its performance ("Diagnostic Data"). All rights that GovPilot does not expressly grant to Customer in this Section 2 are reserved and GovPilot does not grant any implied licenses under this Section 2.
- e. **Feedback.** From time-to-time, Customer may provide GovPilot with feedback, analysis, suggestions and/or comments related to the Service (collectively, "Feedback"). Customer hereby grants to GovPilot a perpetual, irrevocable, transferable, sublicenseable, royalty-free and worldwide right to use, reproduce, modify, create derivative works of, distribute, publicly display or perform the Feedback without restriction whatsoever, in any media now known or hereafter devised, and without any compensation or credit to Customer.
- f. **Training and Support.** Commercially reasonable training and support are available for the Service via remote web session. GovPilot will only respond to training and support requests from the primary and secondary Customer contacts identified on the Cover Sheet. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days. Training and support are subject to the rates set forth in the Cover Sheet.

3. Data

As between Customer and GovPilot, Customer owns all Data. Customer hereby grants to GovPilot a license to use all data entered into the Service by Customer or any party acting on its behalf (including Authorized Users) (collectively, "Data") to provide and improve the Service. Customer represents and warrants that: (a) it owns the Data or otherwise has and will have the rights necessary to grant the license set forth in this Section; and (b) the uploading or transmitting of Data to the Service does not and will not violate any third party rights, including, without limitation, any intellectual property or confidentiality rights.

4. Professional Services

- a. **General.** Subject to Customer's compliance with the terms and conditions of this Agreement, GovPilot will perform the Professional Services in accordance with any specifications set forth in the Cover Sheet. Professional Services are deemed accepted upon receipt unless otherwise expressly indicated in the Cover Sheet. Customer will reasonably cooperate with GovPilot to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for GovPilot to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any obligations described in the Cover Sheet in a timely manner; and (iii) responding to GovPilot's reasonable requests related to Professional Services in a timely manner.
- b. **Intellectual Property Rights.** GovPilot solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by GovPilot, solely or in collaboration with others, arising out of, or in connection with, GovPilot performing the Professional Services, including any copyrights, patents, trade secrets, maskwork rights or other intellectual property rights relating to the foregoing ("inventions"). GovPilot hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term only to use the portion of the inventions that is incorporated into any deliverables that GovPilot must provide to Customer as set forth on the Cover Pages solely to use any such deliverables. GovPilot reserves all rights not expressly granted in the prior sentence and does not grant any implied license under this Agreement.

5. Fees

- a. **Taxes.** All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government ("Taxes"). Customer will pay or reimburse GovPilot for all such Taxes arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of GovPilot).
- b. **Changes to Fees.** GovPilot reserves the right to increase the Fee in a Renewal Term (defined in Section 9 below) upon notice to Customer at least ninety (90) days prior to the applicable Renewal Term.

6. Representations and Warranties and Limitation of Liability

- a. **Representations and Warranties.** Each Party represents and warrants that: (i) It is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) It has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (iii) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) It will abide by all applicable federal, state and local laws and regulations in connection with its performance under this Agreement.
- b. **Warranty Disclaimer.** Except as expressly set forth under section 6(a), GovPilot makes no other warranties relating to the service (including, without limitation, any content or data appearing therein) or the professional services, and hereby disclaims all other such warranties, whether express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement.
- c. **Limitation of Liability.** To the fullest extent permitted by applicable law, (i) In no event will either party be liable for any loss of profits, loss of use, business interruption, loss of data or indirect, special, incidental or consequential

damages of any kind in connection with or arising out of the service and professional services, even if such party has been advised of the possibility of such damages; and (ii) neither party's liability under this agreement will exceed the fees paid by customer to govpliot under this agreement. the provisions of this section 6 allocate risks under this agreement between customer and govpliot. the fee reflects this allocation of risks and limitation of liability.

7. Indemnification

a. Infringement Indemnity

- (i) **Indemnity.** GovPilot will defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and GovPilot will pay any final judgments awarded by a court of competent jurisdiction or written settlements entered into with respect to such third party claims, subject to Customer's compliance with Section 7(c) (each, an "Infringement Claim"):
- (ii) **Options.** In the event of any Infringement Claim, GovPilot may, at its sole option and expense: (A) procure for Customer the right to continue use of the Service or Infringing part thereof; (B) modify or amend the Service or Infringing part thereof, or replace the Service or Infringing part thereof with other software having substantially the same or better capabilities; or, (C) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid Fees.
- (iii) **Exclusions.** GovPilot will have no liability for any Infringement Claim if the alleged Infringement results from (A) Customer's breach of this Agreement; (B) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by GovPilot; (C) Customer's failure to use any corrections or modifications made available by GovPilot that would not result in any material loss of functionality; (D) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement; or (E) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by GovPilot in writing.

- b. **Procedures.** Any claim subject to indemnification under this Section 7 will be subject to the following provisions:
 - (i) the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying Party was materially prejudiced by the delay as proven by documentary evidence;
 - (ii) the indemnifying Party will have the right to control the defense and all negotiations relative to the settlement of any such claim, provided that no settlement on the part of the indemnified Party may be made without the express written consent of the indemnified Party; and (iii) the indemnified Party will reasonably cooperate with the indemnifying Party and its counsel at the indemnifying Party's cost and expense.
- c. **Limitation.** This Section 7 states each Party's sole remedy and liability, as applicable, in connection with indemnity claims that fall within the scope of this Section 7.

8. Confidential Information.

The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable efforts). Each Party agrees not to use any Confidential Information of the other Party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party to any third parties except to its employees who have a need to know such information to perform obligations or exercise rights under this Agreement. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law

to do so, provided the receiving Party gives the disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. Upon the termination or expiration of this Agreement, each Party will immediately delete all tangible embodiments of the other Party's Confidential Information within its possession or control.

9. Term and Termination

- a. **Term.** This Agreement will take effect on the Effective Date and will remain in force for the initial term specified on the Cover Sheet ("Initial Term"). Thereafter, the Agreement will renew on an annual basis until either Party provides at least sixty (60) days' prior written notice of its desire not to renew prior to the end of the then-current term (each, a "Renewal Term," and together with the Initial Term, the "Term"). Subsequent to the initial one year term each additional year shall be contingent on that year's budget and availability of funds. Customer retains the discretion as to whether to extend the agreement for each new year subsequent to the initial year.
- b. **Termination for Cause.** Either Party may, immediately upon providing written notice to the other Party, terminate this Agreement if the other Party (i) is in material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the other Party written notice of such breach; or (ii) terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
- c. **Survival and Termination Obligations.** Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service and all outstanding Fees will become immediately due and payable to GovPilot. Sections 1, 2(b)-(e), 3, 4(b), 5(a)-(b), 6-8, 9(c), 10 and all defined terms appearing in those Sections will survive this Agreement. Upon expiration or termination GovPilot shall provide access to customer's data and allow and provide the ability to migrate customer's data to a usable external storage as directed by the customer's IT Director.

10. Miscellaneous

- a. **Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either Party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other Party, except in connection with a sale of assets, reorganization, acquisition, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section 10(a) will be null and void.
- b. **Notices.** Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via facsimile or electronic mail pursuant to the contract information set forth in the Cover Page. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.
- c. **Limitation on Claims.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a Party knew or reasonably should have known of the breach or claimed breach.
- d. **Force Majeure.** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the applicable Party. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

- e. **Waiver.** Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.
- f. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the Parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- g. **Integration.** This Agreement and the Cover Sheet contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both Parties.
- h. **Purchase Orders.** Except where application to SHI, no terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of GovPilot to object to such terms, provisions or conditions.
- i. **Export.** Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (i) in violation of any export control laws of the United States or any other country; or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.
- j. **U.S. Government Restricted Rights.** If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that GovPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with GovPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- k. **Trademarks.** Upon obtaining the other Party's prior written consent in each instance, each Party may use the other Party's name, trademarks, tradenames, service marks, and logos, in its client or service provider list, as applicable, in the same manner in which it uses the names of its other clients and service providers, as applicable.
- l. **Governing Law.** This Agreement will be governed by the laws of the State of New Jersey, without reference to its conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in New Jersey. The Parties hereby consent to the exclusive jurisdiction and venue of such courts and agree not to challenge such venue under any circumstances.

ADDENDUM

SELECTED MODULES