



Kenai Peninsula Borough

Small Municipal & County Enterprise License Agreement (SMC ELA)

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Legal

Privacy & Confidentiality

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Acceptance of Terms & Conditions

Kenai Peninsula Borough acknowledges that it has reviewed the process, terms, conditions, and reserved rights contained in this proposal and has voluntarily chosen to participate in this proposal subject to those procedures, terms, conditions, and reserved rights.

This proposal is valid for **30** calendar days from the date of delivery.

All services and deliverables are subject to the terms and conditions of this proposal and shall supersede any conflicting terms in the client's purchase order.

All VertiGIS Studio software included in this proposal are subject to licensing terms and conditions. If you have any questions, please contact legal-ca@vertigis.com.

The General Enterprise Services Package is subject to the General Enterprise Services Package Agreement in Appendix B.

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Document Control Sheet

Version History

Version	Date	Changed by:	Nature of Amendment
1.0	March 25, 2025	Joshua Zapf	1st Draft

Approvals

Name:

Position:

Signature:

Date:

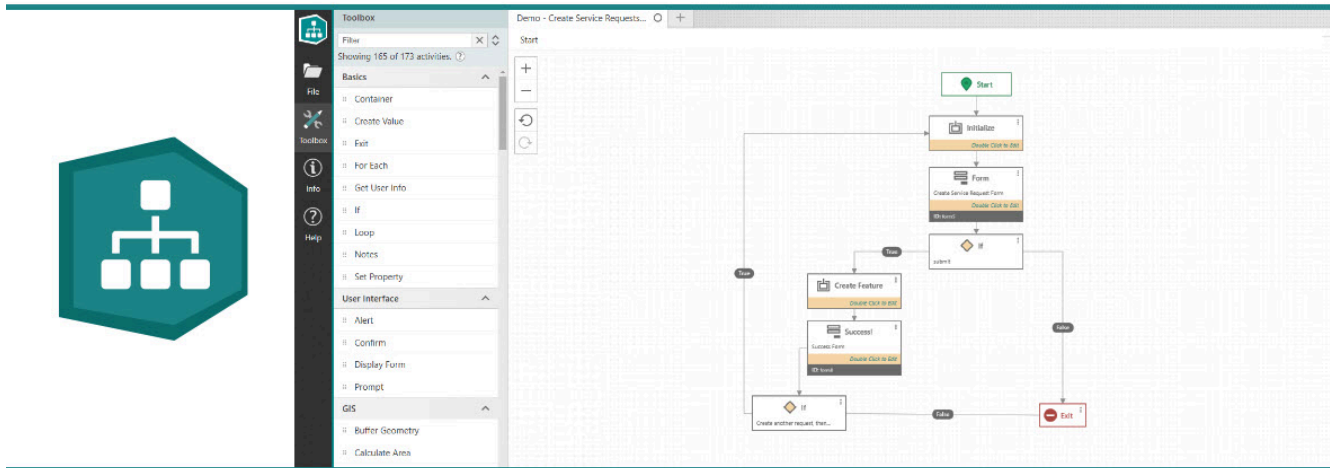
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Position:

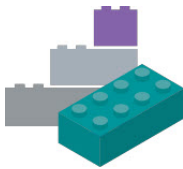
Signature:

Date:

VertiGIS Studio Workflow

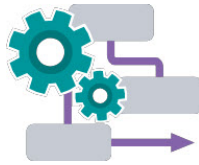


Build Applications to Solve any Business Data Integration Problem



Build Anything

Streamline even the most complex of business processes



Operate Efficiently

Display step-by-step interactions to help your users be successful



Work Offline

Workflows can run offline, keeping field teams productive

VertiGIS Studio Workflow

[Workflow technology](#) will transform how you think about process automation and application development. Workflows are visual expressions of business processes and allow you to develop 7 times faster than by writing custom code.

Tasks that would require thousands of lines of code can now be quickly automated by chaining together pre-built activities using a drag-and-drop designer. This translates into tremendous time and cost savings for your business.

Using our Workflow technology, users can turn even the most sophisticated business processes into guided end-user interactions.

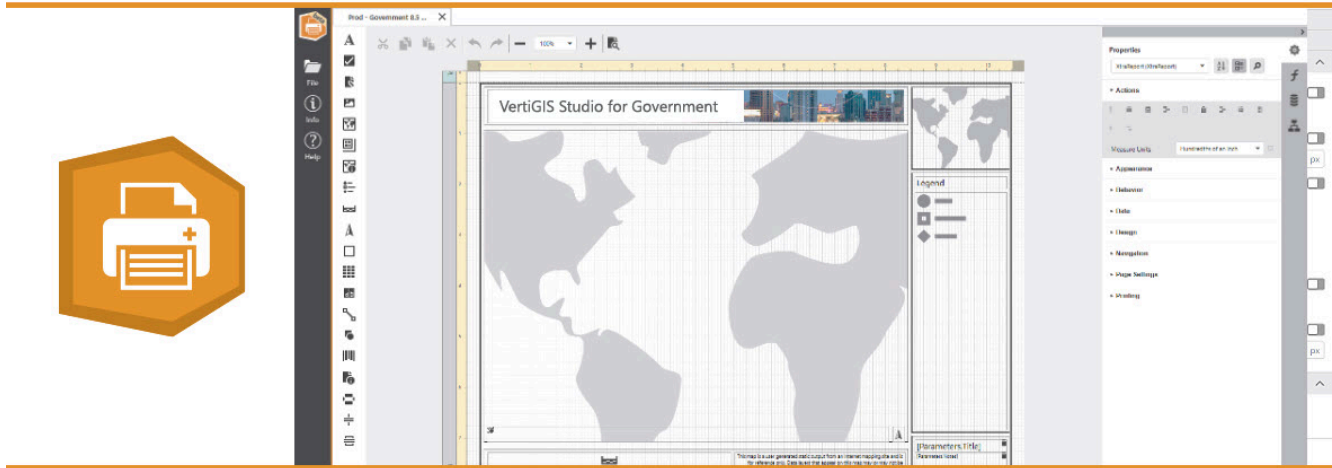
Workflows can be downloaded and run offline in a mobile viewer. This allows users to retain access to their maps and workflows even when working in areas where there is no network connectivity.

Save Time & Automate Anything

Instead of writing custom code to satisfy custom requirements, Workflow lets you build apps right in your browser using drag-and-drop activities. Then save and share. It is really that easy.

Or, if you are looking to get a head start, you can choose from our library of over 200 pre-built activities. From there, you can edit the activities to match your own unique business processes, and deploy your apps quickly.

VertiGIS Studio Printing



High Quality Printouts Whenever You Need Them



Versatility

Email templates and print formats to meet your exact layout needs



Security

Control who accesses templates by user type or role



Flexibility

Easily edit notes, logos, titles, and layouts with intuitive controls

VertiGIS Studio Printing

Application administrators can add serious power to their web and mobile applications through [VertiGIS Studio Printing](#), enabling their users to generate beautiful map outputs from easy to edit templates.

With Printing, users can scale their current map view, select a template, and create a printout – it's really that easy.

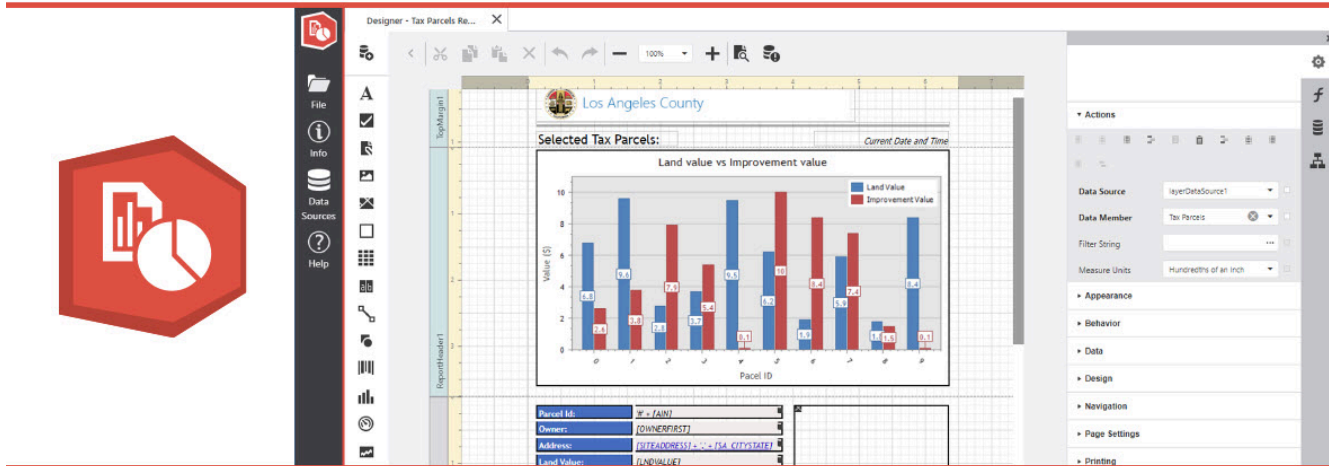
Better yet, Printing enables users to generate map prints in all shapes, sizes, complexities, and requirements – from basic snapshots to rich cartographic outputs.

Print Templates

With ready-made templates at your disposal, finding a format that suits your needs is simple. The web-based designer utilizes drag-and-drop functionality to allow for simple, intuitive editing of items such as:

- Map position
- Legend
- Scale bar and North Arrow
- Text, date, or numerical data
- Dynamically generated QR and Bar Codes
- Static images (i.e. company logos and graphics)

VertiGIS Studio Reporting

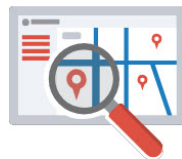


Gather, Visualize, and Share your Data



Intuitive Designer

Drag-and-drop to customize your reports right in the browser



Visualize Patterns

Bring maps, spatial, and relational data together to identify key insights



Complete Charting Flexibility

Meet reporting requirements through versatile visualization options

VertiGIS Studio Reporting

Through drag-and-drop functionality, [Reporting allows users to seamlessly design reports](#) for their GIS and non-spatial assets using a variety of different elements: maps, charts, QR codes, feature attachments, related data, dynamic images and URLs that link to different systems, and more.

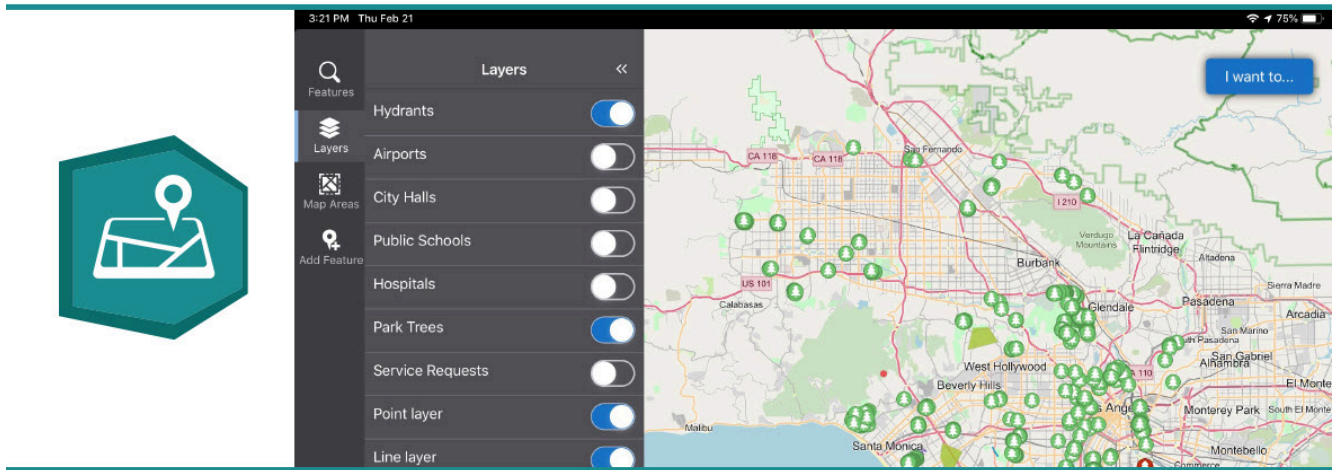
Users can generate reports to deliver reports in different sizes and formats to fit your complex business processes and requirements.

Completely compatible with Esri's ArcGIS Web AppBuilder, Reporting simplifies the manual process of collecting and compiling important data from a range of sources allowing you to gain a better understanding of your business.

Versatility & Precision

With Reporting you can create and configure easy-to-build, high-quality reports that meet your exact needs – choose from a vast set of tools to customize reports that suit your unique needs.

VertiGIS Studio Mobile

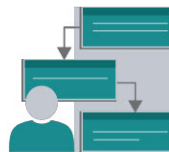


Mobile GIS Applications on Any Device



Go Offline

Build the mobile apps for offline field data collection and synchronization



Make It Your Own

Configure your apps to provide guided interactions to any process



Deploy It Your Way

Improve decision making using dynamic, real-time data

VertiGIS Studio Mobile

Available as a native app for iOS, Android, and Windows devices, VertiGIS Studio Mobile is a powerful framework for configuring and building offline-capable apps.

Pan and zoom the map, search for features, review attributes, add and edit features, and more. Built on the latest version of the ArcGIS .NET Runtime, [Mobile ensures you can support a wide array of business models](#) and, with the ability to configure in our Designer, you can create fully custom apps for your organization. Finally, Mobile apps auto-update when they launch, meaning that administrators don't need to re-deploy to their teams' devices when changes are made.

Deployment Flexibility

User VertiGIS Studio Go via popular app stores or use our build service to manually deploy applications to your organization.

Go Offline with Ease

Mobile apps can run in connected or disconnected states, any changes made in the field will be synched the moment an offline device reconnects.

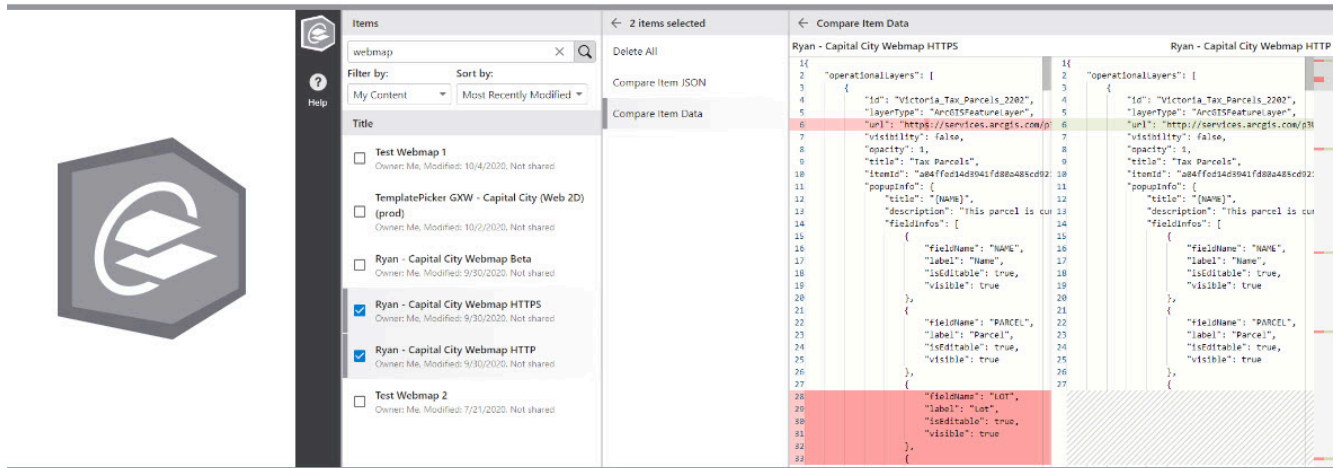
Get more done with Workflows

Combine Mobile with Workflow to build guided interactions to any process your business needs.

Designer

Build custom, branded apps directly inside your browser and optimize them .

VertiGIS Studio Item Manager



Advanced Item Management for ArcGIS Online and Portal



Complete Item Management

Get a range of tools to better manage your ArcGIS item tasks



Free to Use

Simplify your item management process for free



ArcGIS Online & Enterprise

Manage items for both ArcGIS Online and ArcGIS Enterprise

VertiGIS Studio Item Manager

Item Manager is a free, browser-based utility with a familiar, intuitive interface that helps you find, manage, and modify your organization's ArcGIS Online and ArcGIS Enterprise content. That includes web maps, scenes, layers, apps, tools files, and notebooks.

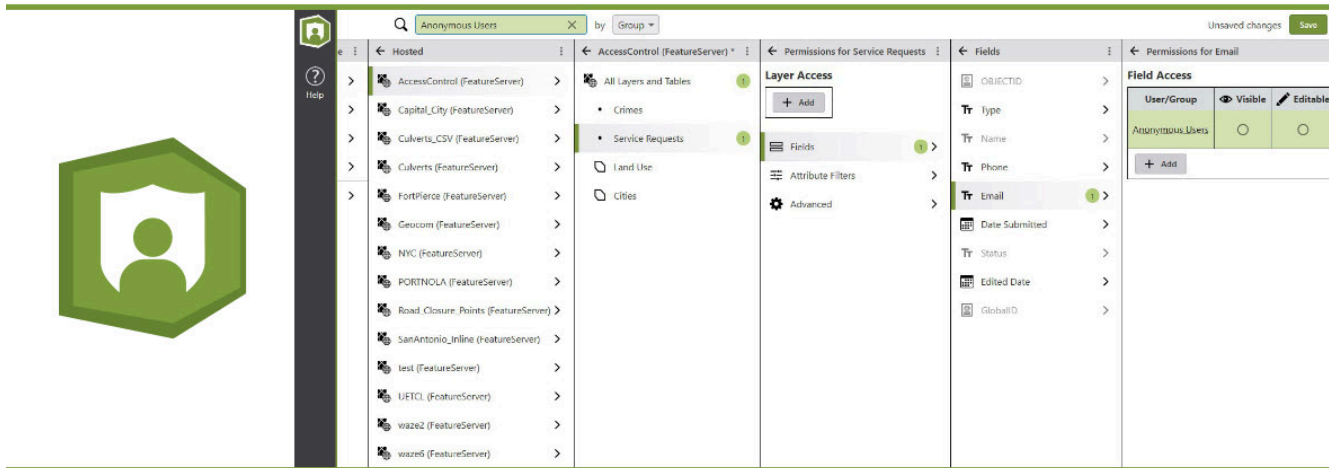
Not only does it work with your existing ArcGIS content, but [Item Manager is designed to easily integrate with your current VertiGIS Studio products](#) like reports, workflows, print templates, and applications.

Tool Management

With Item Manager you can go beyond what's available with traditional ArcGIS tools, offering powerful administrative functionality from a single point of access allowing you to:

- View and edit JSON definitions and text contents
- Compare and spot differences between development and production versions
- Clone items with a single click
- Add or edit item resources within a web interface

VertiGIS Studio Access Control



Customize the Access of your ArcGIS Applications



Control Access

Go beyond the regular permissions control offered by ArcGIS Server



Save Time & Money

Avoid the cost of custom coding your own permissions tool



Manage Permissions

Understands and control who has access to layers, fields, and features

VertiGIS Studio Access Control

[VertiGIS Studio Access Control](#) enables you to control access to layers, fields, and features within any published map or feature services that connects to the ArcGIS REST API. Access Control enables administrators to manage permissions of their GIS apps across different user types.

Easy Edits

Updating visible components to meet the changing needs for your users is a breeze. With Access Control you can configure fine-grained authorization rules for any and all of your resources with a single publishing service.

JavaScript configurations may be used to apply multiple permission rules and filters all at once.

Customizable Access

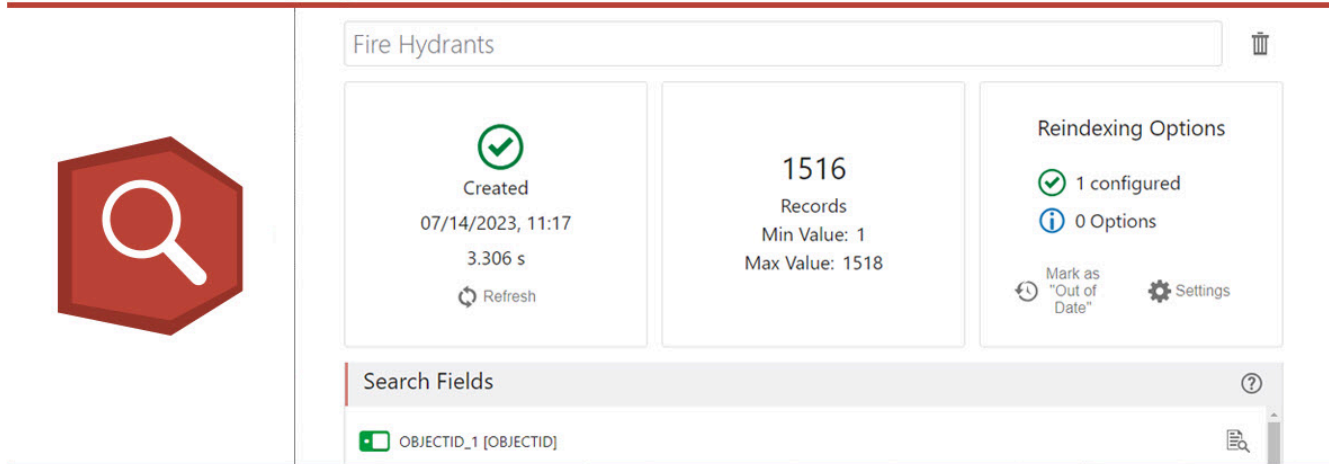
Need to allow access based on roles? No problem! Do you require features to be denied based on a user's location? That's easy. Access Control allows administrators to provide access based on what best suits your organization's needs.

Best yet, Access Control offers fine-grained controls to limit access via geometry, exposing only certain zones or territories.

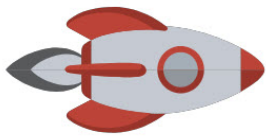
Improve Security

Limiting access can mean keeping users focused on specific features in their geometry but it also means protecting individual geoprocessing tasks without needing to build custom server object extensions or interceptors.

VertiGIS Studio Search



The GIS Search Engine you Always Wanted



Near-instant Search

VertiGIS Studio Search provides a unique, unrivaled search experience



Scan Large Datasets

Index, re-index, and search millions of features with ease



Controlled Configuration

Our search designer lets you configure indexes however you need them

VertiGIS Studio Search

[VertiGIS Studio Search is a GIS search engine](#) that allows administrators to create fast searches and configurable results based on enterprise data. Users can expect a boost to productivity when they quickly receive meaningful search results.

Search is used by organizations that have large data sets and users that need to quickly find the data they require. You can quickly create indexes on enterprise data by using default settings, or dive into advanced settings to customize search results.

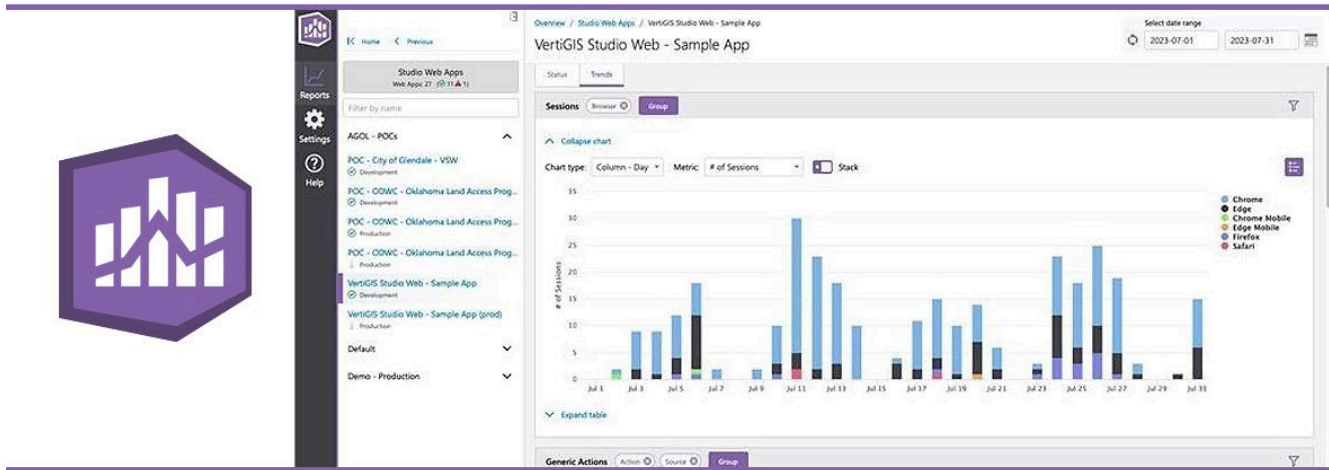
Lightning-fast: Say goodbye to time-consuming searches and enjoy instant access to the data you need.

Configurable Results: Administrators can create customized search indexes and configure results based on your enterprise data.

SaaS or On-Premises: Choose the deployment method that best suits your organization.

Advanced Indexing: Only reindex the necessary delta, based on the configured Change Date Field.

VertiGIS Studio Analytics



Understand How your Systems are Being Used



See Trends

Receive real-time status information about your GIS infrastructure



Keep Users Happy

Be notified of and troubleshoot problems before they impact users



Instant Notifications

Configure response thresholds and receive instant notifications

VertiGIS Studio Analytics

Organizations make significant investments in their web mapping infrastructure but have limited information on how their systems are used. [Analytics lets you understanding use patterns](#) so you can better manage applications.

Dashboard

Bring all of your information into one place with a customizable dashboard interface for summaries, production statuses, reports, and more.

Alarms

With the ability to create custom scenarios, administrators can define service thresholds to monitor and receive instant notifications of anything outside the norm.

Status Reports

With Analytics you can receive relevant, timely information on your entire GIS infrastructure. Symptoms of an application, such as a slow map or missing layer, are often rooted in the underlying system's infrastructure. Status displays what problems are occurring and where to look to troubleshoot them at a glance.

Trends

With the ability to examine and visualize changes over time, such as increases or decreases in usage, performance, and stability, you can inform your purchasing decisions and validate your overall GIS return on investment. Better yet, you can analyze where traffic is coming from and its impact on hardware.

Why VertiGIS Studio Training?

The scope and sophistication of VertiGIS Studio technology can be daunting – where do you start? How long do you want to spend looking through online documentation for the correct way to configure or customize your web GIS applications? But, when you take one of our training courses, you exchange weeks of exploration for days of learning.

VertiGIS Studio Training uses a performance-based learning model. This means you spend your time learning how to create useful work products, that can be re-purposed for your own projects.

Our Training Partner

TeachMeGIS is a leader in GIS training and consulting. Staffed with GIS professionals who have extensive industry experience with Esri and VertiGIS technology, TeachMeGIS' team of instructors enable their students to develop app-building skills and maximize their use of VertiGIS Studio.

Instructor-Led or Self-Directed Training

VertiGIS Studio training has been tailored to be about you. Sometimes what you need is a concentrated, shared learning event that focuses your attention on the job at hand. In that case, our multi-day online workshops (led by experienced instructors) may be a good option for you.

Other times you simply can't get away for two days and need to schedule your learning around other tasks. If this sounds like you, our guided self-directed training includes 2 or 3 consecutive days' access to a VertiGIS Studio training environment, access to an instructor during office hours, and all the associated course materials. All self-directed courses are offered at the same prices as their instructor-led equivalents.

Private Training

Would you like private training for your team? VertiGIS Studio Training can be tailored to the needs and schedule of your specific team.

Training Courses

You can access the VertiGIS Studio Training schedule and course outlines [here](#)! All training courses may be purchased through us or TeachMeGIS directly.

Course Offerings

Introduction to VertiGIS Studio Workflow

This two-day course builds on your knowledge of VertiGIS Studio and teaches you how to configure pre-built activities using VertiGIS Studio Workflow components. You'll use JavaScript expressions, values, and decision logic to build interactive, feature-rich forms for VertiGIS Studio Web, Geocortex Viewer for HTML 5, and Web AppBuilder for ArcGIS® applications.

Introduction to VertiGIS Studio Reporting

Introduction to VertiGIS Studio Reporting course gives you the skills and knowledge to collect and compile spatial, non-spatial, and relational data in a report.

Introduction to VertiGIS Studio Printing

The Introduction to VertiGIS Studio Printing course gives you the skills and knowledge to produce customized print templates, so you can create map prints using VertiGIS Studio Web, Geocortex Viewer for HTML 5 (GVH), and Esri's Web AppBuilder for ArcGIS® (WAB).

Introduction to VertiGIS Studio Web

This two-day, web-based course provides you with the knowledge you need to configure applications with VertiGIS Studio Web. You will learn about app templates and how to configure them; see options and usage for charts and KPI cards; and you will deploy an app to different environment stages. At the end of the course, you will be comfortable building and modifying an app in VertiGIS Studio Web.

Introduction to VertiGIS Studio Mobile

In this course, you will learn how to build VertiGIS Studio Mobile apps that support efficient management of field data. You will build a mobile app using out-of-the-box features and task-specific workflows, refining the app to support field data collection. You will learn to create a custom mobile layout and you will learn to configure and use sideloaded basemaps. Finally, you will learn to deploy mobile apps and create a platform-specific app using a purpose-built self-signed security certificate.

Charting Data Using VertiGIS Studio Reporting

In this course, you will build on your reporting skills and knowledge from the Introduction to VertiGIS Studio Reporting. You will also learn how to efficiently and effectively chart data using the VertiGIS Studio Reporting chart control.

Support & Maintenance

Business Hours and Location

Support personnel are located in Victoria, BC. Operational hours are Monday to Friday, 8:30AM to 5:00PM Pacific Standard Time, excluding statutory holidays.

Logging a Case

Using online submission, email, or telephone, you can log a case with the VertiGIS Technical Support team. When reporting a problem to Technical Support, you will be asked to provide detailed information about the issue you are encountering and the impact on your systems.

Each request or question reported to Technical Support by any method (e.g., web, phone, email) is logged and assigned a case number. This case number allows you and the VertiGIS support analyst to track the case until the problem is resolved. Please note that all requests are placed in the same priority queue.

Technical support requests are processed on a first-come, first-served basis. 'Critical' and 'High' priority requests that require immediate responses or direct help may be promoted within the queue. The problem-solving period depends on the request's priority level, problem complexity, and the potential need to escalate the request to our Development or Professional Services teams.

Technical Support Channels

Online submission

- Using the online submission tool is our preferred method for you to request support. This method allows you to assign a priority to your case.
- When you request support via the web portal, a case will be created for you in our case management system.

Email

- When you email a request for support, a case is automatically created for you in our case management system.
- When requests are filed by email, a priority of 'Level 3 - Medium' is automatically assigned.

Telephone

- Worldwide: 1-250-381-2621.
- Toll-free in North America: 1-888-578-5545.
- Our administrative staff will open a case on your behalf in our case management system.

Response Times

Priority Level	Priority Level Description	Response Target
Level 1 – Critical	<p>This Priority Level is associated with: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all or part of Licensee Data; or, (c) loss or corruption of all or part of Licensee Data.</p> <p>All critical requests received are automatically routed to the Product Support Manager for immediate review.</p>	Within Four (4) Business Hours of receipt of a service request.
Level 2 – High	This Priority Level is associated with significant or ongoing interruption of a critical function of services and for which no acceptable workaround is available.	Within One (1) Business Day of receipt of a service request.
Level 3 – Medium	This Priority Level is associated with: (a) minor or limited interruption of non-critical function of services; or, (b) a major problem for which an acceptable workaround exists.	Within Two (2) Business Days of receipt of a service request.
Level 4 – Low	This Priority Level is associated with: (a) general questions pertaining to services; or, (b) a minor condition or documentation error that has no significant effect on the licensee's operations.	Within Five (5) Business Days of receipt of a service request.

Maintenance is Covered

Annual subscription fees include the cost of maintenance. This fee also contributes to the continuous improvement of VertiGIS Studio products and our ambitious release schedule of new capabilities.

- Maintenance includes basic technical support for VertiGIS software products.
- Maintenance encompasses research and development for product releases, enhancements, and upgrades provided by VertiGIS to clients.
- Maintenance also includes access to the online VertiGIS Studio Communities with discussion forums, knowledgebase articles, and code gallery.
- Clients benefit from the new technology that has been researched, developed, and tested at no additional cost – these new technologies are developed in direct response to our client's business needs and wishes.

Professional Services

By combining innovative software with world-class services, we empower customers to face their GIS challenges with confidence, help them manage risk, and fast-track deployment of world-class web-mapping systems.

Project-based Services

Custom projects are often necessary to meet the needs of your organization, and our team of experts will help you succeed by providing a range of services from business analysis to project management.

Business Analysis

Our 20+ years of experience creating web mapping applications for clients around the world has given us the experience to address and understand the unique requirements of your organization.

Custom Development

For the vast array of intended uses of GIS, building custom functionality or tailoring the platform to meet your specific requirements is a key part of the process.

Upgrade/Migration Services

As technology evolves, you may have to update your server or platform from time to time. Our services team can help you migrate from one system to another. We can either perform the migration ourselves, or our support team can provide you with assistance.

Project Management

Our project managers will partner with you to do more with VertiGIS Studio. They will help you establish a project plan, manage tasks, and arrive at a project's successful completion. Your project manager will also provide you with information throughout the project so you always know where things stand.

General Enterprise Services Package

To ensure customers remain up-to-date with their VertiGIS Studio implementation and that they are able to accomplish all of their planned projects, VertiGIS offers a General Enterprise Services Package (GESP). The GESP is a menu of services, training, and support that provides licensees with the flexibility to select components that best meet their needs.

GESP Usage

The professional services funds available in this GESP can be used in a variety of ways. Possible uses could include:

- Site set-up and configuration
- Portal for ArcGIS configuration
- Workflow development
- Business analysis
- End-user training
- 3rd party system integration
- Security user profile application set-up

Note that this is not a comprehensive list. Your VertiGIS Account Manager will work with you to explore potential projects that could be performed using your GESP.

Cost

VertiGIS Studio SMC ELA & Subscription Services, 3-year Term

Product Description	Price (USD)
VertiGIS Studio SMC ELA, 3-year Term Includes the following products: <ul style="list-style-type: none"> - VertiGIS Studio Web - VertiGIS Studio Workflow, Reporting, and Printing (for use with VertiGIS Studio Web, VertiGIS Studio Mobile, or ArcGIS® Experience Builder) - VertiGIS Studio Mobile (limited to 10 Mobile users) - VertiGIS Studio Item Manager - VertiGIS Studio Access Control - VertiGIS Studio Search - VertiGIS Studio Analytics Includes: <ul style="list-style-type: none"> - Maintenance and basic technical support for the term 	\$15,950 (per year)
One (1) Virtual or Self-Directed Training Course Year 1 of the ELA	Free
Four (4) Hours of App Development Services Year 1 of the ELA	Free
3-year Total	\$47,850

General Enterprise Services Package (GESP), 3-year Term

Product Description	Unit (Hours)	Price
General Enterprise Services Package, 3-year Term	Not to Exceed 25 Hours	\$7,375 (per year)
3-year Total		\$22,125

Expiry

The GESP expires on an annual basis.

Payment

GESP services are payable net 30.

Appendix A – Small Municipal & County Enterprise License Agreement (SMC ELA)

Remainder of this page intentionally left blank. The SMC ELA Agreement begins on the next page.



SMALL MUNICIPAL AND COUNTY ENTERPRISE LICENSE AGREEMENT

VertiGIS North America Ltd., 300 – 1117 Wharf St., Victoria, BC, Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

ELA Agreement No. 2025-03-836

This Small Municipal and County Enterprise License Agreement (hereafter "ELA") is between the licensee printed below ("Licensee") and VertiGIS North America Ltd. ("VERTIGIS NA"), as licensor of the Software, Data, Online Services and Documentation licensed under this Agreement. This ELA grants Licensee certain rights to use specific VERTIGIS NA Software, Data, Online Services, and Documentation and provides maintenance and basic technical support over a limited, fixed period of time from the effective date subject to payment of fees and the terms of this ELA. The Agreement includes (i) this signature page, (ii) the ELA Terms and Conditions, (iii) the Exhibits and (iv) VERTIGIS NA's ordering document, if applicable. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions hereof as applicable to each party.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, and any terms on Licensee's purchase order. Any modification(s) or amendment(s) to this Agreement must be accepted by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

ACCEPTED AND AGREED:

KENAI PENINSULA BOROUGH

(Licensee)

VERTIGIS NORTH AMERICA LTD.

(VERTIGIS NA)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Licensee Contact Information

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, ZIP: _____

E-mail: _____

Exhibit 1: Scope of Use

Exhibit 2: Enterprise Software and Fee Schedule

ELA TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

Definitions. The terms used are defined as follows:

- “Data”, except as otherwise provided herein, means any digital data set(s) owned by VERTIGIS NA or its licensor(s), including, but not limited to, geographic, vector data coordinates, raster data reports, or associated tabular attributes.
- “Deploy,” “Deployed,” or “Deployment” means to redistribute and install or the redistribution and installation of the Enterprise Software or its having been redistributed and installed by Licensee on Licensee's hardware.
- “Documentation” means all of the printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- “ELA Maintenance” means Tier 2 Support, updates, and patches provided by the ELA Maintenance Provider to Licensee for the Enterprise Software as described under Article 11 of the ELA.
- “ELA Fee” means the fee set forth in the ELA Quotation.
- “ELA Maintenance Provider” shall mean the provider of ELA Maintenance for Enterprise Software licensed under the ELA.
- “ELA Quotation” means the Small Local Government ELA sales quote.
- “Enterprise Software” means the Software, Data, Online Services, and Documentation identified in the ELA Quotation as Enterprise Software.
- “Incident” means a failure of the Software to operate according to the Documentation in which such failure substantially impacts operational or functional performance.
- “Licensee Content” means data submitted by Licensee to VERTIGIS NA through the Online Services.
- “Online Services” means the VERTIGIS NA computing and data services, and other software services, that are accessed over the internet and subscribed to by Licensee, including without limitation, third party software services or data components that perform GIS functions, tasks, or data services.
- “Product(s)” means the Software, Data, Online Services, and Documentation.
- “Software” means VERTIGIS NA's proprietary and licensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies permitted hereunder, excluding the Online Services and all related software and technology.
- “Samples” means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Online Services.
- “Technical Support” means a technical assistance process to troubleshoot and attempt to resolve reported Incidents through patches; hot fixes; workarounds; or any other type of Software issue resolution as specified in the most current applicable software maintenance policy of the ELA Maintenance Provider.
- “Tier 1 Help Desk” means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- “Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- “Tier 2 Support” means the Technical Support as described under Article 11 of the ELA which is provided by the ELA Maintenance Provider to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.

ARTICLE 2. INTELLECTUAL PROPERTY RIGHTS AND RESERVATIONS OR OWNERSHIP

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- g. Distribute Product authorization codes or user credentials to third parties, except as provided in this Agreement.
- h. Use Products in violation of VERTIGIS NA's, its licensor(s)', or a third party's rights, including intellectual property rights, privacy rights, non-discrimination laws, or any other applicable law or government regulation.
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- j. Incorporate any portion of Product into any product or service that competes with any Product.
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- l. Use the Online Services to transmit spam, spoof, phish or junk email or messages, transmit offensive or defamatory material, or stalk or make threats of physical harm.
- m. Introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Online Services or the systems of other users of the Online Services.
- n. Attempt to gain unauthorized access to the Online Services or their related systems or networks.
- o. Use the Online Services in any manner that could damage, disable, overburden or impair any part of the Online Services, or interfere with any other user's ability to access or use the Online Services.
- p. Probe, scan or test the vulnerability of the Online Services or breach any security or authentication measures used by the Online Services.
- q. Benchmark the availability, performance, or functionality of the Online Services for competitive purposes.

ARTICLE 5. ONLINE SERVICES

5.1 User Activity. Licensee is responsible for any use of the Online Services through Licensee's account or other means of accessing the Online Services specific to Licensee, whether authorized or unauthorized.

5.2 Unauthorized Access. Licensee will use all reasonable efforts to prevent unauthorized access to or use of the Online Services and will not share any passwords, usernames, access keys or other login credentials for the Online Services. Licensee will promptly notify VERTIGIS NA of any known or suspected unauthorized access to or use of the Online Services or any loss, theft or unauthorized use of login credentials.

5.3 Modification of Online Services. VERTIGIS NA may implement updates to modify the features or functions of the Online Services ("Update") at any time and at its sole discretion. In the event an Update results in the removal of material functionality of the Online Services, VERTIGIS NA shall endeavor to provide Licensee with at least sixty (60) days notice of the Update and Licensee may, within 60 days of receiving such notice, terminate the subscription by providing written notice to VERTIGIS NA and receive a refund of any prepaid subscription fees prorated for the remainder of the subscription term following the termination date.

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5.6 Transmission of Data. Licensee acknowledges that hosting data online involves risks of unauthorized access and disclosure and that such risk is inherent in Licensee's access to and use of the Online Services. Licensee agrees that VERTIGIS NA will not be responsible or liable in any manner for any Licensee Content or other data which is

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ARTICLE 6. PRIVACY

6.1 Privacy Policy. Licensee acknowledges it has been informed about the VERTIGIS NA Privacy Policy located at <https://vertigisstudio.com/legal> (the "Privacy Policy"), which is applicable to the collection, use and disclosure by VERTIGIS NA of personal information relating to Licensee and/or its representative(s) in the context of VERTIGIS NA performing this Agreement and related purposes which is incorporated by reference into this Agreement.

6.2 Personal Data. Licensee acknowledges that Licensee Content may be capable of identifying individual users of the Online Services or other natural persons ("Personal Information"). Personal Information is collected and used by VERTIGIS NA for the purpose of providing the Online Services to Licensee in accordance with this Agreement.

6.3 Legal Compliance. Licensee shall comply with all applicable privacy laws in connection with its use of the Products and this Agreement. Without limiting the generality of the foregoing, Licensee will notify all of its personnel and other individuals using the Online Services about the information handling practices detailed in this Article 6 and the Privacy Policy and will obtain all necessary consents required under applicable privacy law from such individuals with respect to the foregoing. Licensee acknowledges and agrees that: (i) the Online Services are only offered in jurisdictions in which the Online Services are not in violation of applicable privacy laws, including without limitation, any "do not track" legislation, (the "Legal Jurisdictions"); (ii) Licensee is responsible for determining the legality of the Online Services in the Licensee's jurisdiction; and (iii) all licenses and subscriptions granted to Licensee hereunder are not valid outside the Legal Jurisdictions.

ARTICLE 7. TERM AND TERMINATION AND EXPIRATION

7.1 Term. The term of the ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA.

7.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

7.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

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ARTICLE 8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 Limited Warranties. For a period of ninety (90) days from the date of receipt of Software or Online Services authorization or keycode file(s) by Licensee, VERTIGIS NA warrants that (i) the unmodified Software and Online Services will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.

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ARTICLE 11. ELA MAINTENANCE

ELA Maintenance for Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable software maintenance policy of the ELA Maintenance Provider available at <https://vertigisstudio.com/legal> as modified by this Article 11—ELA Maintenance.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support shall include those activities that assist Licensee in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from Licensee. This may include obtaining any customizations, code samples, or Data involved, if applicable, to the Incident. Analysts shall also use any other information and databases they may develop to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, and authorized Tier 1 Help Desk individual may contact Technical Support of the ELA Maintenance Provider. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) The Licensee may assign up to two (2) Tier 1 Help Desk individuals who will be the only individuals authorized to contact the ELA Maintenance Provider directly for Tier 2 Support. The Licensee shall identify such individuals in writing to the ELA Maintenance Provider. Licensee may revise such individuals upon written notice to the ELA Maintenance Provider.

b. Tier 2 Support Provided by the ELA Maintenance Provider

- (1) ELA Maintenance Provider shall log calls received from the Tier 1 Help Desk individuals.
- (2) ELA Maintenance Provider shall attempt to resolve the Incident by assisting the Tier 1 Help Desk individuals.
- (3) When the Incident is resolved, ELA Maintenance Provider shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Licensee.
- (4) Tier 2 Support does not include Technical Support for troubleshooting access to Online Services, including access to Software licensed as software-as-a-service (SaaS). Incidents specific to a SaaS version of the Software are eligible for Tier 2 Support.

VERTIGIS NA may, at VERTIGIS NA's sole discretion, make patches, hot fixes, or updates available for downloading from VERTIGIS NA's Web site or through any other means authorized by VERTIGIS NA.

ARTICLE 12. ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

12.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order payable to VERTIGIS NA or Distributor upon execution of the ELA and annually thereafter in accordance with the payment schedule. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA.
- b. Upon receipt of the initial Purchase Order from Licensee, VERTIGIS NA shall make available for access the Software, Data, and Documentation to Licensee for Deployment activities.
- c. VERTIGIS NA shall provide registration numbers or keycodes, as applicable, to activate the Software.
- d. Licensee shall Deploy, install, configure, and track installation of the Software.

12.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - (1) Licensee name, VERTIGIS NA customer number, if known, and bill-to and ship-to addresses
 - (2) Purchase Order number
 - (3) Applicable annual payment due
 - (4) On the face page of its Purchase Order (or ordering document), Licensee shall insert: THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE SMALL MUNICIPAL AND COUNTY ELA, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY.

ARTICLE 13. GENERAL PROVISIONS

13.1 Future Versions. Updated or new Enterprise Software may require additional or revised terms and conditions. Terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use and Exhibit 1—Scope of Use (L300), or any term as required by law. VERTIGIS NA may provide notice of the revisions to Licensee in writing. The revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Software. Should Licensee reject the revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

13.2 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and conditions and pricing then in effect and based upon Licensee's then current population count.

13.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport or provide the Enterprise Software in whole or in part, to (i) with the exception of Cuba, any country to which Canada or the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any export control laws or regulations including amendments and supplemental additions as they may occur from time to time.

13.3 Taxes and Fees. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

13.4 No Implied Waivers. The failure of a party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

13.5 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

13.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without VERTIGIS NA's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

13.7 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, VERTIGIS NA or Distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

13.8 Force Majeure. Except with respect to payment obligations under this ELA, none of the parties shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this ELA for failure or delay in fulfilling or performing any obligation under this ELA when such failure or delay is caused by or results from, directly or indirectly, causes beyond the reasonable control of the affected party, including but not limited to fire, floods, earthquakes, epidemic, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, cyberattacks, disruptions or outages of third party services, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the affected party shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall resume performance hereunder as commercially reasonable whenever such causes are removed. The affected party shall provide the other parties with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

13.9 Survival of Terms. The provisions of Articles 2, 6, 8, 9, 10 and 13 of this ELA shall survive the expiration or termination of this ELA.

13.10 Governing Law, Arbitration

This ELA shall be governed by and construed in accordance with the laws of the Province of British Columbia without reference to its conflict of laws principles. Any dispute arising out of or relating to this ELA, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the Canadian Commercial Arbitration Centre (in Canada). Judgment on the award rendered by the arbitrator may be entered into a court of competent jurisdiction.

EXHIBIT 1
SCOPE OF USE (SMC)
(L300 04/2023)

The scope of use for each VERTIGIS NA Software identified below is described in the applicable footnotes listed in parentheses.

VertiGIS Studio Enterprise Edition (1, 2, 3, 5, 6, 7, 8)

- VertiGIS Studio Workflow (15, 16, 19)
- VertiGIS Studio Reporting (15, 16, 19, 22)
- VertiGIS Studio Printing (15, 16, 19, 22)
- VertiGIS Studio Workflow Builder Edition (15, 17, 19)
- VertiGIS Studio Reporting Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Printing Builder Edition (15, 17, 19, 22)
- VertiGIS Studio Mobile (GXM) (15, 19, 20, 21)
- VertiGIS Studio Web (GXW) (15, 19, 20)
- VertiGIS Studio Access Control (16, 19)
- VertiGIS Studio Search (19)

VertiGIS Studio Analytics (5, 7, 8, 19)

VertiGIS Studio Item Manager (19, 23)

1. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
2. "Staging Server License." Licensee may use and install the Software for the following purposes; user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data update, and training activities.
3. "Production Server License." Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
4. "Single Application License." Licensee may install and use the Software or Data for one (1) web-GIS application serving multiple users on the same or other computer(s). An application is defined as a discrete web-GIS viewer with a specific URL.
5. "License." Licensee may use the subscription(s), Software, Online Services and Data for a limited time period. When the license term expires Licensee must either stop using the subscription(s), Software, Online Services, and Data, or renew or extend the license upon payment of applicable fees. Licensing is based on the greater of the number of Licensee's activated ArcGIS® Identities (Online and Portal combined) or the number of ArcGIS® Enterprise GIS Server ArcGIS® Server and ArcGIS® Enterprise cores deployed by Licensee.
6. Extensions to Software programs and GEDS Software follow the same scope of use as that granted for the corresponding Software programs.
7. The administrative tools for the Software may be copied and redistributed throughout the Licensee's organization.
8. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant except for system maintenance and updating of databases while the primary site or any other site is operational.
9. Reserved.
10. Reserved.
11. Reserved.
12. Reserved.
13. Reserved.
14. Reserved.
15. For Commercial ASP Licensees, Commercial ASP Use is restricted to on premise deployment.
16. Licensed for use with a VertiGIS Studio or Geocortex Viewer (GVH). Not for use with Esri's ArcGIS® Experience Builder.
17. Licensed for use with Esri's ArcGIS® Experience Builder. Not for use with a VertiGIS Studio or Geocortex Viewer (GVH).
18. Reserved.
19. Active VertiGIS Studio subscription required to use this Product.

20. Value-Added Applications:

- i. Value-Added Applications built with the Product are subject to the terms of use of ArcGIS Runtime Standard Level. Value-Added Application means an application developed by Licensee for use in conjunction with the authorized use of the Products.
- ii. Licensee may use the Product to create Value-Added Applications and distribute and license those Value-Added Applications to its end users in accordance with this Agreement to use anywhere not prohibited under export regulation or in violation of applicable privacy regulations and laws. Licensee is responsible compliance with applicable export control regulations and laws.
- iii. Licensee is responsible for the development, operation, and technical support of Licensee Content and Value-Added Applications.

21. Licensee may not use the Product to develop Internet or server-based Value-Added Applications.

22. Subscription license includes a SaaS consumption limit of 1GB per month. Licensee consumption in excess of 1GB per month may result in additional consumption costs to Licensee.

23. VERTIGIS NA disclaims and makes no representations or warranties whatsoever and provides no indemnities to Licensee for this Product or Licensee's use thereof. The Product is offered as-is and is available for use at Licensee's own risk. There is no maintenance or technical support provided for this Product. VERTIGIS NA reserves the right to discontinue this Product in its sole discretion without providing notice to Licensee.

EXHIBIT 2
ENTERPRISE SOFTWARE AND FEE SCHEDULE

Licensee may Deploy the Software, Data, and Documentation and access Online Services up to the total quantity of licenses indicated below to Licensees. The quantities identified are the cumulative quantities available in any given year for the term of this ELA.

Table A
Enterprise License Software

Product	Total Qty
SMC-ELA includes: <ul style="list-style-type: none"> • VertiGIS Studio Workflow for use with VertiGIS Studio Web, VertiGIS Studio Mobile, or ArcGIS® Experience Builder • VertiGIS Studio Reporting for use with for use with VertiGIS Studio Web, VertiGIS Studio Mobile, or ArcGIS® Experience Builder • VertiGIS Studio Printing for use with for use with VertiGIS Studio Web, VertiGIS Studio Mobile, or ArcGIS® Experience Builder • VertiGIS Studio Item Manager • VertiGIS Studio Access Control • VertiGIS Studio Mobile: limited to ten (10) Mobile users • VertiGIS Studio Web • VertiGIS Studio Search • VertiGIS Studio Analytics • Maintenance and unlimited basic technical support 	Unlimited
Virtual or Self-Directed Training Courses	1 course (Year 1)
VertiGIS Studio Solutions Engineer (Year 1)	4 hours

Table B
Enterprise License Software

The ELA Fee is \$ USD. The ELA Fee is in consideration of the Enterprise License Software, inclusive of the ELA Maintenance and basic technical support for the Term of this ELA.

	Year 1	Year 2	Year 3	ELA Fee
Payments	\$15,950	\$15,950	\$15,950	\$47,850

Appendix B – General Enterprise Services Package Agreement

Remainder of this page intentionally left blank. General Enterprise Services Package Agreement begins on next page.

GENERAL ENTERPRISE SERVICES PACKAGE AGREEMENT

01/2023

VertiGIS NA Contract Number _____

This General Enterprise Services Package Agreement ("GESP Agreement") is between **VertiGIS North America Ltd. ("VERTIGIS NA")**, a British Columbia corporation, at 1117 Wharf Street, Victoria, BC V8W 1T7 and the Customer listed below ("**Customer**") on the ____ day _____ of 2025 ("Effective Date"), each a party ("Party") and collectively the parties ("Parties").

Products, Software, Data, Online Services, and Documentation, as these terms are defined in the Master License Agreement ("MLA" or "License Agreement"), shall continue to be licensed under Master License Agreement ("MLA" or "License Agreement") between Customer and VERTIGIS NA.

This GESP Agreement consists of this signature page and the attached terms and conditions. This GESP Agreement constitutes the sole and entire agreement of the Parties and supersedes any previous agreements, understandings, and arrangements between the Parties relating to the General Enterprise Services Package ("GESP"). Any additional or different terms contained on Customer's purchase order are objected to and shall not apply even if accepted or acknowledged by VERTIGIS NA unless specifically included in a modification to this GESP Agreement. Any modifications or amendments to this GESP Agreement must be in writing and signed by an authorized representative of each Party.

The Parties acknowledge that they have read and understand this GESP Agreement, have the authority to bind their respective organizations, and agree to be bound by its terms and conditions.

(Customer)

VERTIGIS NORTH AMERICA LTD.
(VERTIGIS NA)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ARTICLE 1. DEFINITIONS

Capitalized terms that have not been defined in this GESP Agreement shall have the meaning found in the applicable License Agreement.

"Confidential Information" means any information, including software or hardware configuration and software design and customization, identified or reasonably identifiable as confidential and proprietary information concerning either Party's business interests, that is not generally available to third parties including but not limited to production processes, business plans and other materials or information relating to the business of such Party.

"General Enterprise Services Package or GESP" means a predefined unit of Services provided for a firm fixed price for a non-cancelable Term.

"Services" means technical support, custom training, custom maintenance for Customer's custom application and implementation and development services.

"Service Order" means a quote or proposal for Services or Subscription Services.

"Subscription Services" means any Services for which applicable fixed, non-cancelable subscription services fees have been paid for a specified time period ("Term") on a subscription basis.

"Term" means the term specified in Article 7 of this GESP Agreement.

ARTICLE 2. GENERAL ENTERPRISE SERVICES PACKAGE

The scope of the GESP will be set out in the Service Order and may be subject to additional terms and conditions. Any additional terms and conditions will be set out in the Service Order and agreed upon by the Parties. The GESP funds expire annually.

ARTICLE 3. WARRANTIES AND DISCLAIMERS

3.1 Warranties and Disclaimers

- i. VERTIGIS NA shall provide the Services in a professional manner standard to the software industry.
- ii. VERTIGIS NA warrants that the Services will substantially conform to the specifications set forth in the applicable Service Order for a period of thirty (30) days from the date of final acceptance ("Warranty Period").
- iii. During the Warranty Period, Customer shall promptly give VERTIGIS NA notice of any warranty claim in writing. Upon such notice, VERTIGIS NA shall promptly take all commercially reasonable actions in order to bring the non-conforming condition back into conformance with the specifications set forth in the applicable Service Order. The foregoing warranty shall not apply, and VERTIGIS NA shall have no liability in respect of, any non-conformity resulting from: (i) installation, integration, modification or enhancement of the Services which have not been carried out by VERTIGIS NA; (ii) failure to use the Services in accordance with the documentation or other reasonable instructions provided by VERTIGIS NA; (iii) any use or combination of the Services with any software, equipment or services not supplied or approved by VERTIGIS NA; (iv) user error, or other use of the Services in a manner or in an operating environment for which it was not intended, or other than as agreed in the Service Order; or (v) failure to install an update or fix which has been made available by VERTIGIS NA to remedy a known error or bug.

3.2 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, VERTIGIS NA DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERTIGIS NA DOES NOT WARRANT AND DISCLAIMS THAT THE GENERAL ENTERPRISE SERVICES PACKAGE OR ANY SERVICES, PROVIDED HEREUNDER WILL MEET CUSTOMER'S NEEDS; THAT CUSTOMER'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. ANY SUCH USE SHALL BE AT CUSTOMER'S OWN RISK AND COST.

ARTICLE 4. LIMITATION OF LIABILITY

4.1 Disclaimer of Certain Types of Liability. VERTIGIS NA IS NOT LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS GESP AGREEMENT OR USE OF THE SERVICES, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT VERTIGIS NA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

4.2 General Limitation of Liability. VERTIGIS NA'S TOTAL CUMULATIVE LIABILITY HEREUNDER FOR DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER IN THE APPLICABLE SERVICE ORDER DIRECTLY GIVING RISE TO A CLAIM.

4.3 Applicability of Disclaimers and Limitations. The Parties agree that VERTIGIS NA has set its prices and entered into this GESP Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the Parties, and that the same form an essential basis of the bargain between the Parties. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 5. OWNERSHIP OF INTELLECTUAL PROPERTY

5.1 VERTIGIS NA and its licensors own and retain all right, title, and interest in the Services, unless otherwise specified in the Service Order.

5.2 VERTIGIS NA hereby grants to Customer a nonexclusive, royalty-free license to use the Services, unless otherwise specified in the Service Order.

ARTICLE 6. COMPENSATION

5.1 Upon execution of this GESP Agreement, VERTIGIS NA shall invoice Customer as set out in the Service Order. The General Enterprise Services Package funds expire annually. Customer shall pay VERTIGIS NA within thirty (30) calendar days of receipt of the VertiGIS NA invoice.

ARTICLE 7—TERM AND TERMINATION

7.1 The Term of the GESP is for a three (3) year fixed term from the Effective Date billed annually. The Term is non-cancelable, except as provided for in Article 7.2.

7.2 Customer may terminate this GESP Agreement for VERTIGIS NA's breach of a material term upon thirty (30) days' notice to VERTIGIS NA and reasonable opportunity to cure.

7.3 VERTIGIS NA may terminate this GESP Agreement for Customer's breach of a material term upon thirty (30) days' notice to Customer and reasonable opportunity to cure or terminate this GESP Agreement in the event of termination Customer's License Agreement or expiration of Customer's License subscription or maintenance.

ARTICLE 8. CONFIDENTIALITY

8.1 The Parties and their employees, officer, and directors will maintain the confidentiality of all Confidential Information provided by the Parties or acquired by the Parties under this Agreement, and shall not use it except for the performance of the Services and agree not to disclose same to anyone, except upon the prior express written consent of the affected Party or an order entered by a court of competent jurisdiction.

8.2 Confidential Information shall not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient Party or is rightfully acquired by the recipient Party from a third party without obligations of confidentiality.

8.3 Each Party will promptly give the other Party written notice of any judicial proceeding seeking disclosure of any Confidential Information.

ARTICLE 9. EXPORT CONTROLS

Customer must comply with all applicable laws and regulations, including but not limited to export control laws. Licensee expressly acknowledges and agrees not to export, report, transfer, or release the Services, in whole or in part, to (i) any US or Canadian embargoed country (including a resident of any US or Canadian embargoed country); (ii) any person or entity on the U.S. Treasury Department's List of Specially Designated Nationals; (iii) any person or entity of the U.S. Commerce Departments' Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any U.S. or Canadian export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any subsequent amendments thereof.

ARTICLE 9. GENERAL PROVISIONS

9.1 Independent Contractor. The Services will be furnished by VERTIGIS NA as an independent contractor and not as an agent or employee of Customer. VERTIGIS NA specifically has the right to direct and control VERTIGIS NA's own activities in providing the agreed Services in accordance with the specifications set out in the Service Order. Nothing in this GESP Agreement shall be construed as granting one Party the authority to bind the other except as provided herein.

9.2 Nonsolicitation. Customer shall not solicit for hire any VERTIGIS NA employee who is associated with efforts called for under this GESP Agreement during the Term of this GESP Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Customer shall pay VERTIGIS NA liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision.

9.3 Force Majeure. If the performance of this GESP Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; epidemic; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber-attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

9.4 No Implied Waivers. The failure of either Party to enforce any provision of this GESP Agreement shall not be deemed a waiver of the provisions or of the right of such Party thereafter to enforce that or any other provision.

9.5 Severability. If any provision of this GESP Agreement is determined to be invalid, illegal, or unenforceable, the Parties agree the remaining provisions of this GESP Agreement shall remain in full force if both the economic and legal substance of the transactions contemplated by this GESP Agreement are not affected in any manner that is materially adverse to either Party by severing the provision determined to be invalid, illegal, or unenforceable.

9.6 Assignment and Delegation. Either Party may assign its rights and obligations, in whole or in part, under this GESP Agreement with the prior written consent of the other Party, except VERTIGIS NA may assign this GESP Agreement to a legal successor in the case of a merger, acquisition or other solvent organization, upon notice to, but without prior written consent of Customer.

9.7 Governing Law. This GESP Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada without reference to its conflict of laws principles.