



AGENDA

Call to Order

Additions to the Agenda

Citizen Comments

(A resident may address the Council on subjects that are not on the Agenda. All comments are limited to a maximum of three minutes for each speaker. In accordance with the Open Meeting Act, City Council members may not discuss or take action on any item that is not on the Agenda)

Consent Agenda

(These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.)

1. **Approve Minutes**
 - A. Regular Council Meeting – August 2, 2016.
2. **Appropriation Ordinance**
 - B. Ordinance #08-16-2016 for \$18,282.76.

Committee Reports

1. **Grocery Store Task Force**
 - A. Report
2. **Grant Administrator**
 - A. Grant Update Report

Department Head Reports

1. **Police**
 - A. Report
2. **Fire**
 - A. Report
3. **Administration**
 - A. **City Clerk**
 1. 1% Sales Tax Resolution.
 2. Pitney Bowes Machine.
 - B. **City Superintendent**
 1. House Removal Update
 2. Executive Session- Non-elect personnel performance review.
 - C. **City Attorney**
 1. Report

Recess to Land Bank

1. Executive Session-Attorney client privilege

Old Business

1. GIS System
 - a. Midland GIS Solution
 - b. GIS Workshop Inc.
2. Axman's Land Donation and Sidewalk Project
3. Juliann's Benefit

New Business

1. Report



CITY HALL-12:00 PM
MONDAY, AUGUST 15

CORY TAGTOW

IN HONOR OF

HERNIM

FARREWELL

PLEASE JOIN US FOR A



8/2/2016 7:00 PM | Meeting called to order by Mayor Bobby Stimatze | Alex Robinson recited the opening prayer

Attendance

Council members present;

- | | |
|-------------------------|-------------------------------|
| ⌘ Bobby Stimatze, Mayor | ⌘ Shari Williamson, President |
| ⌘ Troy Hanson | ⌘ Marshal Sanders |
| ⌘ Mark Bryant | ⌘ Kevin Davis |

Additions to the Agenda

- ⌘ Old Business-Extension of CDBG Sidewalk

Bryant moved to approve the additions to the agenda. Seconded by Sanders. No discussion. Motion carried 5-0.

Citizen Comments

- ⌘ No comment

Consent Agenda

- ⌘ Approve Minutes for Special Council Meeting on 07-19-2016.
- ⌘ Approve Minutes for Regular Council Meeting on 07-19-2016.
- ⌘ Approve Minutes for Special Town Hall Meeting on 07-26-2016.
- ⌘ Approve Appropriation Ordinance #08-02-2016 in the amount of \$113,683.97.
General Fund-\$8,397.92; Solid Waste Collection-\$9,093.18; Sewer Utility-\$1,373.90; Water & Light-\$76,927.72; Series 2001 Bond Fund-\$7,185.00; Bond & Interest-\$10,706.25.
- ⌘ Approving Stephanie Smith's recommendation to temporary hire Trish Wade to lifeguard for Cindy Friesen, during the St John School PE Swim activity week.

Bryant moved to approve these items included in the consent agenda. Seconded by Hanson. No discussion. Motion carried 5-0

Mayor Stimatze recessed the regular meeting and opened the Public Hearing on 2017 Budget at 7:07pm.

- ⌘ LaDona Garcia, City Clerk presented the 2017 City Budget for Approval.

Sanders moved to approve the City Budget for 2017 as written. Seconded by Bryant. No Discussion. Motion Carried 5-0.

Mayor Stimatze closed the public hearing and opened the regular meeting at 7:12 pm

Committee Reports

Grocery Store Task Force- Tonya Sanders, President

- ⌘ No Report

Grant Administrator- Lisa Cornwell

- ⌘ Cornwell presented her updates from the last search.
- ⌘ The city will be awarded a grant from Golden Belt Community Foundation Board in the amount of \$1,000.00 term ending 07/01/2017.

Hanson moved to accept the Golden Belt Community Foundation Board Grant for \$1000.00. Second by Williamson. No discussion. Motion Carried 5-0

Department Head Reports

Police Department-Chief Adam Sayler

- ⌘ No Report

Fire Department-Chief Michael Sanders

- ⌘ Chief Sanders was absent - no report

Administration

City Clerk-La Dona Garcia

- ⌘ Garcia present Resolution 2016-09 on authorizing the removal of structures on 213 S Broadway for approval.

Hanson moved to approve Resolution 2016-09. Seconded by Sanders. No Discussion. Motion Carried 5-0.

- ⌘ Garcia presented Resolution 2016-10 abating of junk vehicles on 2nd St.

Hanson moved to approve Resolution 2016-10. Seconded by Sanders. No Discussion. Motion Carried 4-1. Bryant abstained.

- ⌘ Garcia presented the Proposed Zoning Regulation Amendment which would allow flat signage in the city right of way.
- ⌘ Beverlin gave more information and advised on the issue.

The Proposed Zoning Regulation Amendment died due to lack of motion.

City Superintendent-Cory Tagtow

- ⌘ Tagtow inquired about the upcoming Utility Service Group Agreement.

Hanson moved to approve the Utility Service Group Agreement for \$4927.64 from January 1, 2017 thru December 31, 2017. Seconded by Bryant. No discussion. Motion Carried 5-0.

- ⌘ Tagtow informed council on the upcoming rate changes for the Nitrate Plant salt. Due to these changes the purchasing approval will need to be increased.

Williamson moved to increase the purchasing approval of salt for the Nitrate Plant from 4,000.00 to 5,000.00. Seconded by Davis. No discussion. Motion Carried 5-0.

- ⌘ Tagtow gave a status update on the rebuilding of the damaged fountain at Brown Park. He has received a quote from a local contractor for \$3,000.00 to replace the fountain with a bench. Council wants to receive more quotes and verification from the original memorial donors about replacing the fountain with a bench, before making a decision.
- ⌘ Tagtow requested direction on how to proceed with the demolishing of the structures on 213 S Broadway. He has received quotes from two contractors ranging from \$5,600.00 to

\$6,000.00 for them to demolish the structures and level the foundation. The second direction would be for the city crew to accomplish this task.

Hanson moved to accept Stone Waste Management LLC quote of \$5,600.00 to demolish structures, level foundation, and leaving the large front yard tree on 213 S Broadway. Second by Sanders. No discussion. Motion Carried 5-0.

City Attorney-John D Beverlin II

- ⌘ Beverlin updated council on the status of the Dillion's acquisition.

Old Business

- ⌘ Garcia presented Mansel Constructions estimate for extending the sidewalk on 1st both east to Dollar General and west to the Stafford County Annex. This estimate also included installing a privacy fence on Axman's property.
- ⌘ There was discussion between council.
- ⌘ Consensus was for Garcia to move forward and gather additional information and present to council on August 16, 2016.

New Business

- ⌘ Garcia informed council on the upcoming benefit for Juliann
- ⌘ Garcia requested direction on the role the city would play in the benefit.
- ⌘ There was a discussion with council.
- ⌘ Consensus of council would be for Garcia to research other contributor's involvement and bring her findings back to council on August 16, 2016.

With no further business Hanson moved to adjourn the meeting at 8:07 pm. Seconded by Bryant. No Discussion. Motion Carried 4-1. Troy Hanson opposed.

Next regular council meeting will be Tuesday, August 16th, 2016 at 7:00 pm.

Bobby Stimatze, Mayor

LaDona S Garcia, City Clerk

APPROPRIATION ORD. #08-16-2016

My Report Subtitle

Friday, August 12, 2016

Check	Vendor	Invoice ID	Invoice Description	Invoice Amount
-881	DIR OF TAX-SALES TAX	07/2016	July Sales Tax Return -filing pre-paid monthly which includes the 1st 1	\$3,973.04
109287	American Public Power Association	283627	APPA Dues	\$550.00
109288	Assurant Employee Benefits	08/2016	August Premium	\$84.80
109289	Bob's Hauling Service Inc.	23014	hauling fluid from lifter station to ponds	\$525.00
109290	BTI	213250	printed circ, wheel, starter motor reman	\$591.99
109291	Davis Electrical, Inc.	0042989	Replace Edith Sanders Water Line	\$620.90
109292	Defensive Edge Training & Consulting, Inc	1616	Course Registration Fee - AR15/M16/M4 Armorer and Instructor Cour	\$550.00
109293	EMG	4383	Key account and energy consulting agreement, additional hours for Jul	\$1,857.20
109294	First Group Insurance	48450	Notary bond renewal fee - Adam Sayler	\$75.00
109295	FISHER SERVICE CENTER	4491	1998 Ford Truck E350 - removed and replaced both batteries and ter	\$871.06
109296	GOLDEN BELT TELEPHONE ASSN.	10518914	August Internet Service	\$127.95
109297	Hampel Oil	90808112	Police Department Fuel	\$590.44
109298	HARTER AUTO	07/2016	July Statement	\$445.32
109299	HD Supply Waterworks, Br. 226	F951283	PVC meter tile, flat ring only, lid only	\$78.11
109300	Hulsing Hotels	18661	Reuben Martin - Lodging while at water schooling in Lawrence 8/1/16 -	\$293.37
109301	KANSAS ONE-CALL SYSTEM, INC.,	6070467	7 locates @ 1.00 each	\$7.00
109302	KANZA CO-OPERATIVE ASSOCIATION	07/2016	July Statement	\$1,290.39
109303	LEAGUE OF KS MUNICIPALITIES	16-2003	Lineman Ad and City Superintendent Ad	\$200.00
109304	Personnel Concepts	07/2016	2 - 2016 all in one KS and Fed labor law posters (laminated)	\$35.85
109305	Reuben Martin	08/02/16-08/04/1	Reimb, meals and miles for travels to Lawrence for water schooling	\$315.50
109305	Reuben Martin	08/09/19-08/10/1	reimbursement for fuel and meals for travels to Hoisington for water sc	\$80.28
109306	S & S Tire Inc.	2089	Tire disposal fee - Bucket Truck	\$748.00
109306	S & S Tire Inc.	2107	Tire repair for the Police Truck	\$17.50
109307	Sallee Tree Service	165	remove tree on 1st in front of Sanders house	\$1,500.00
109308	SCHULZ CLEANING SERVICE	08/2016	City Hall & Witt Center Cleaning Agreement	\$500.00
109309	ST. JOHN LUMBER CO., INC.	07/2016 - Police	Police Dept. - July Statement - Keyed 2126 Master Pad	\$27.98
109309	ST. JOHN LUMBER CO., INC.	07/2016 - Pool	Pool - July Statement	\$47.77

My Application

This software is registered to My Report Subtitle

8/12/2016 2:31:09 PM

Page 1 of 2

Check	Vendor	Invoice ID	Invoice Description	Invoice Amount
109309	ST. JOHN LUMBER CO., INC.	07/2016 - Power	Power Plant - July Statement	\$221.05
109309	ST. JOHN LUMBER CO., INC.	07/2016 - Sewer	Sewer - July Statement	\$2.78
109309	ST. JOHN LUMBER CO., INC.	07/2016 - Shop	Shop - July Statement	\$37.92
109309	ST. JOHN LUMBER CO., INC.	07/2016 - Water	Water Dept. - July Statement	\$14.02
109309	ST. JOHN LUMBER CO., INC.	07/2016 - Witt C	Witt Center - July Statement	\$3.98
109309	ST. JOHN LUMBER CO., INC.	07/2016-Electric	Electrical - July Statement	\$20.90
109309	ST. JOHN LUMBER CO., INC.	07/31/16 - Parks	July Statement - Parks	\$59.81
109310	Stafford County Clerk	2016/001	Sales Tax Question Publication	\$90.00
109311	STAFFORD COUNTY WEED DEPT.	2015/1474	Chemical used for spraying; equipment use; labor	\$180.47
109312	STANION WHOLESALE ELE CO	4126880-00	line materials	\$51.60
109312	STANION WHOLESALE ELE CO	4126880-01	blades replacement	\$44.20
109312	STANION WHOLESALE ELE CO	4134533-00	meter blank	\$52.89
109313	SUNFLOWER TRAILER SALES	24478	rec tube, rubrail, stick	\$71.00
109314	TAYLOR PRINTING INC.	28974	Meter Reading Sheets	\$128.00
109315	THE ST JOHN NEWS	07/31/2016	Resolution 2016-08, Charter Ord. #17, Budget Hearing, Ord. #1037 &	\$394.50
109316	Unifirst Corporation	240 0639686	Laundry Supplies	\$36.83
109316	Unifirst Corporation	240 0645782	Electric Dept. Uniforms	\$40.40
109316	Unifirst Corporation	240 0647219	Electric Dept. Uniforms	\$40.40
109316	Unifirst Corporation	240 0648704	Reuben, Chris, Champ Uniforms	\$28.00
109317	VERIZON WIRELESS	3443750499	Mobil Hot Spot for Electric Dept.	\$73.61
109318	VISA	07/31/16 - #0695	Card #0695 - Storage Container & Shot Gun Case	\$70.20
109318	VISA	07/31/16 - Card	Card #0687 - Excel Basics & Beyond Basics	\$128.00
109318	VISA	07/31/16 - Card	Card #0711 - Fuel, union with o-ring, coupling, elbow, Grease	\$144.66
109318	VISA	07/31/16-Card #	Card #0679 - Back up Camera System with 7" replacement mirror mo	\$283.09
109319	Vonfeldt, Bauer & Vonfeldt, Chtd.	08/2016	Review 2017 Budget	\$60.00
				\$18,282.76

CITY OF ST JOHN

City Council Meeting

August 16, 2016

TO: Mayor and City Council
SUBJECT: Pitney Bowes Mail Machine
INITIATED BY: City Clerk, LaDona S Garcia

Background:

On August 3, 2016, the City received a proposal to lease a Pitney Bowes Mail Machine to make the office more efficient.

Analysis:

Pitney Bowes is the leading company for mail machines. At present time, the City sends out over 800 pieces of mail a month. This includes water supplies, certified mail, documents for municipal court, and utility billing. Leasing the machine for Pitney Bowes will help with efficiency and security. The current procedure is for staff to place the stamps on the envelopes, for shipping packages and certified staff is given a signed blank check to take with them to the post office. This is a liability for the City. The postage will be about 1 cents cheaper, we would also eliminate the \$2.60 charge for return receipts. Current business who use Pitney Bowes mailing machines are SJN Bank of Kansas, Stafford County, and Adam, Brown, Beran, and Ball.

Financial:

The machine lease payment can be split between all departments. Each department will have their own account to track their postage cost.

Attachments: Exhibit A-Pitney Bowes Proposal and information sheet on the machine.

Sales Information

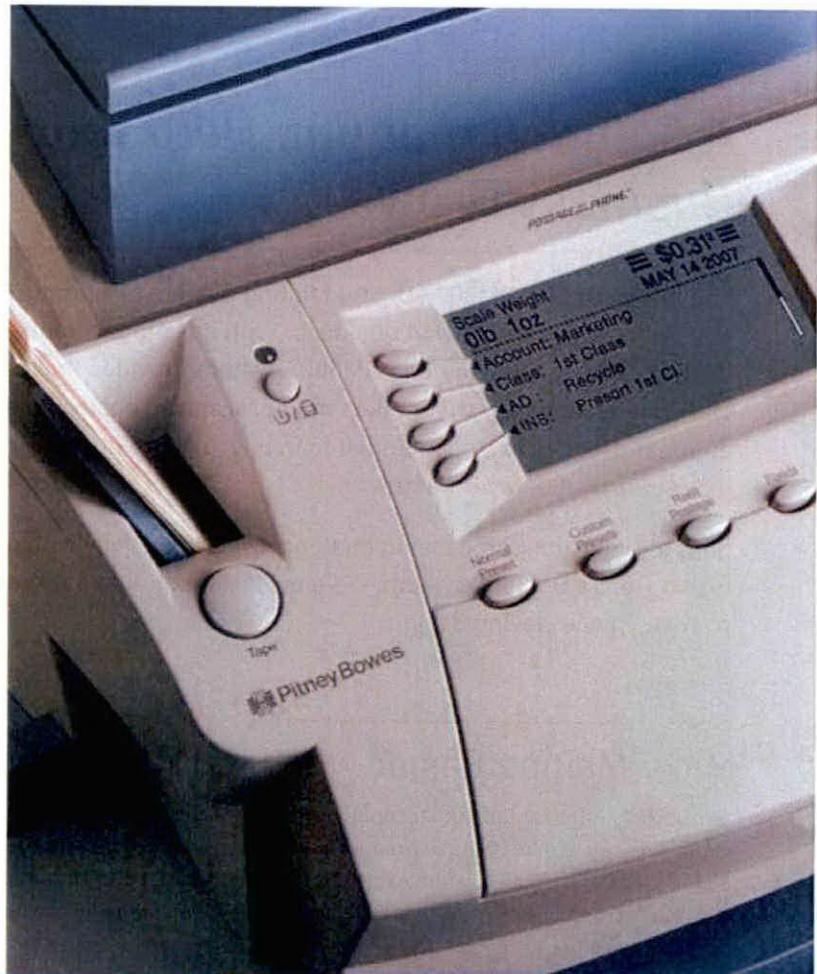
Account Rep Name 1	Split	Sales Rep ID	District Office
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Account Rep Name 2	Split	Sales Rep ID	District Office
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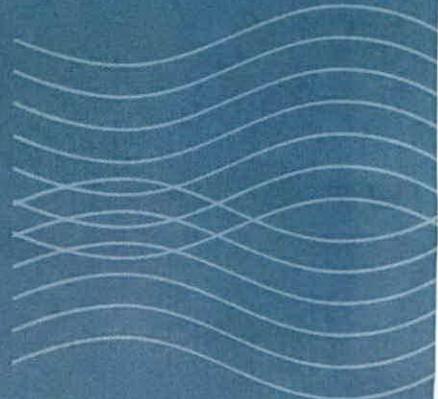


- maybe 1 penny cheaper

Bring Your Mail Mailing Processing Up to Speed



Digital Mailing System with IntelliLink® Technology DM300™ Digital Mailing Series



A Solution that Can Help Your Business Grow

The Pitney Bowes DM300™ Digital Mailing System is a practical tool that helps speed the flow of business. With its compact footprint and leading-edge technology, the DM300™ system provides the kind of big-system capability that makes mail processing easier. A semi-automatic feeder is also included to help you complete daily mailings more quickly than ever before.

Simplify your mail processing and improve productivity with our leading-edge DM300™ system. It's a powerful solution packed into a small, space-saving design.

Make Mailing Easier with IntelliLink® Technology

Our Cutting-Edge IntelliLink® technology is the gateway to new levels of productivity and makes the DM300™ system easier to use and more efficient. Plus, you can gain access to a suite of services that includes downloadable features, ad graphics, postal rate and software upgrades. This ensures that your system stays current and operates at maximum efficiency.

Our IntelliLink® technology is a powerful digital gateway that makes the DM300™ system simple and efficient and can take your business to new levels of productivity. The IntelliLink® Control Center – with its expanded 8-line graphic display – leads even the most inexperienced operators

through system setup and processing functions. The system's memory can store up to 10 routine jobs for quick handling and greater productivity.

Now – via IntelliLink® – your business can have easy access to a full range of cost-saving USPS® Confirmation Services and electronic Return Receipt as well as superior tools for mail management. Through the IntelliLink® Control Center, you can receive postal rate updates, software upgrades, postal inscriptions and graphics. Your system remains current and operates at maximum efficiency.

Value-Added Services

IntelliLink® technology gives you access to the following:

- > **USPS® and other carrier payment solutions** – Pre-pay for postage, get a postage advance, or earn interest on the balance of your Reserve Account.
- > **My Account** – Online access to your account information enables you to order supplies, request service, pay bills online, and more.

Use Your Mail to Advertise

The DM300™ system comes with 10 standard envelope ads and 10 postal inscriptions. You can download additional ads and inscriptions directly into the IntelliLink® Control Center.



Add USPS® Special Services, including Delivery Confirmation™ and Signature Confirmation™, e-Certified and e-Return Receipt to bring value-added services to your office.

Convenient Features

The DM300™ Digital Mailing System has been designed with easy-to-use features to make it simple to streamline your mail processing.

- > **Efficient Processing** – Semi-automatic feeding, sealing and imprinting postage on up to 65 letters per minute helps to get mailings out fast and trouble free.
- > **Flexible Feeding** – Handles material up to 3/8" thick, with sizes ranging from postcards up to 13" x 15" flats.
- > **Internal Rating Function** – USPS domestic and international rates help you select the most effective and economical rate.
- > **Integrated Weighing** – Save space and easily process individual, oversized pieces by determining the correct postage.

- > **Digital Meter Indicia** – Satisfies all current postal regulations.
- > **Auto-dating** – Reduces returned mail caused by misdating; operators can advance the date to get a jump on processing the next day's mail.
- > **Easy Updates** – Obtain postage 24/7 and handle postal rate changes easily with automatic updates; no need to scramble to replace a PROM chip.
- > **Accounting Capability** – Tracks up to 50 accounts – with options to expand up to 300; data can also be printed or exported to a PC.
- > **Expanded Accounting Option** – Increase your tracking and reporting capabilities with Pitney Bowes Budget Manager; expansions available up to 1,500 accounts.

*Simple,
Postage-By-Phone®
resetting*

*Built-in
strip tape
dispenser*

*Feeds envelopes
up to 3/8" thick*

*Seals envelopes
tightly and securely*

The Value of a Constant Connection

Standard functionality requires a telephone line to access postage and software downloads.

With Constant Connection:

- > 24/7 access via Internet connection
- > Download software upgrades and postage at a touch of a button
- > Upload Confirmation Services™ transactions for convenient mailpiece tracking

No Need to move mailing system or to install a phone line.



Dedicated functions, labeled keys and a QWERTY keyboard ensure fast processing.

*Integrated
weighing options
up to 10 lbs.*

*User-friendly Control Center,
powered by IntelliLink®
Technology*

*Crisp images and
quiet operation*



DM300™C System Specifications

- > Size: W 19" x D 17.5" x H 12.3"
(dimensions exclude stacking tray)
- > Weight: 20.7 lbs.
- > Electrical: 100-240 VAC, 50/60 Hz, .65-3A
- > Max. Speed: Up to 65 letters per minute
- > Media Sizes: Min.: 3.5" x 5"
Max.: 13" x 15"
- > Media Thickness: Min.: .007" Max.: .325"
- > Tape: Built-in strip tape
- > Job Presets: 10
- > Optional Weighing: 2 lb., 5 lb., 10 lb., 15 lb., 30 lb. or 70 lb.
- > Approvals: UL-approved, FCC-compliant,
Energy Star®-compliant
- > Connectivity Requirements:
 - Connects to a standard analog phone line
 - Supplied installation kit includes a six-foot cord
 - Optional: Constant Connection – High-Speed Internet Connectivity
- > Postal Compliance: Digital IBIP

Standard Operating Features

- > Auto-dating
- > Multiple Tapes (1-50)
- > Low-postage Alert
- > High Value Protection
- > Original Value Resetting
- > Sealant Level Indicator
- > Seal-only and No-seal Modes
- > Low-ink Alert
- > Password Security
- > Standard Envelope Advertisements
- > Standard Postal Inscriptions
- > Dual Language Support – English/Spanish

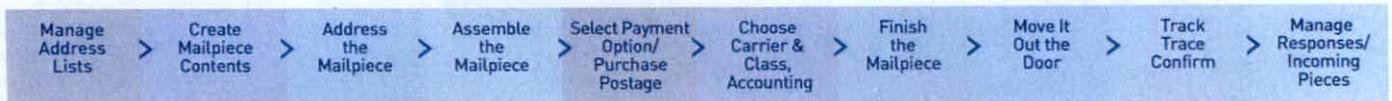
Options

- > Enhanced Accounting
- > PC Interface
- > Report Printer
- > Differential Weighing
- > Barcode Scanner

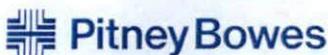
Protect the Environment

The DM300™ mailing system can help you with your "green" initiatives. Not only is it EnergyStar®-compliant, it also uses water-based inks – not acetone- or alcohol-based inks – making it more environmentally friendly.

How Effective Is Your Mailstream?



Pitney Bowes has the software, services, and hardware for end-to-end mailstream solutions that integrate and optimize the flow of mail, documents, and packages across a range of business operations.



Pitney Bowes Inc.
World Headquarters
Stamford, CT 06926-0700

For more information call:
1-800-322-8000
www.pb.com



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LaDona

From: City of St John City of St John <sjsuper@gbta.net>
Sent: Wednesday, August 03, 2016 11:42 AM
To: La Dona Garcia

Mayor and Council,

Thank you for the opportunity to serve your city as superintendent. Please consider this notice to vacate the superintendent role. My final day with the organization will be August 16th 2016.

Once again thank you and good luck in your endeavors.

Cory Tagtow

CITY OF ST JOHN

City Council Meeting

August 16, 2016

TO: Mayor and City Council
SUBJECT: GIS Workshop
INITIATED BY: Electrical Supervisor, Jeff Williamson &
City Superintendent, Cory Tagtow

Background:

On May 3, 2016, the City received a proposal and presentation from Geneie Andrews with GIS workshop. The proposal was for the city to development a WebGIS Site and implement a Simple Signs Inventory Management Software. The initial set-up cost was \$10,100.00 and an annual cost of \$3,900.00. There were questions regarding the data collection, cost, and this program verses the current Pictometry program. The issue was tabled until June 7, 2016 to allow Geneie to develop a proposal for her company to collect the initial data and to allow the City Superintendent time to research the current Pictometry program.

On June 7, 2016, Geneie Andrews with GIS Workshop presented her proposal for \$27,400.00 for company to collect the initial data. The issue was tabled until August 16, 2016 pending the outcome of the 1% sales tax increase.

Analysis:

The WebGIS site would allow the City to St. John to map/plot all there assets onto a web base program. They will be able to maintenance and track issues going on with the city. There is another company Midland GIS Solutions. They will be making a presentation on the 16, to give council some comparison. Currently, the City has Pictometry. This is a low maintenance program from the County. It can build layers and track information as well. It is not the most user friendly, and the City does not have full access to it. Since having the program, the City has not used it as often as planned.

Financial:

GIS program should be funded by dividing the cost by all departments involved: sewer, water, light, and streets. The City could use fund 42 which is Water Capital Improvement. This fund is for water infrastructure. The City could uses a portion of this fund to pay for the water meter replacement and then use the Capital Improvement line item under water to pay for the program.

Attachments: Exhibit A-GIS Workshop Proposal-05/03/2016 and Statement of Work-June 7, 2016. Exhibit B-Pictometry Agreement and Quick Reference Guide. }

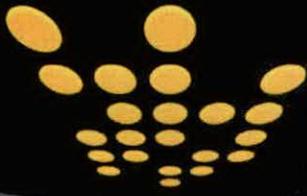


EXHIBIT A

**Proposal
For
St. John, KS**

Project Name:

1. Development of a *City WebGIS* Site
2. Implementation of SimpleSigns™ Sign Inventory Management Software

Prepared for the City of St. John

Project No. 0906-001

May 3, 2016

EXECUTIVE SUMMARY

This Statement of Work outlines the Services to be performed and/or the Deliverables to be developed (the "Project") by GIS Workshop LLC ("GISW") pursuant to and governed by that certain Master Services Agreement dated **May 3, 2016** (the "Services Agreement"), by and between GIS Workshop, LLC and the City of St. John, KS ("Client"). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

TERMS AND CONDITIONS

The terms of this SOW are governed by the Master Services Agreement, Project Number 0906-001, dated May 3, 2016.

PROJECT OVERVIEW

The City of St. John, KS would like to contract with GIS Workshop for GISW's *City WebGIS*, a mobile-friendly WebGIS site consisting of private data layers and tools designed to aid in utility asset management. The City of St. John's *City WebGIS* site will initially contain seven (7) user modes that will house various data layers of interest to St. John Utilities Department staff: Water, Sanitary Sewer, Storm Sewer, Electric, Streets, Zoning, and Management modes. The user modes, tools, and functionality of the City of St. John WebGIS site are described in greater detail in the sections below.

In addition to *City WebGIS*, the City of St. John would also like to implement GISW's SimpleSigns™ Sign Inventory Management Software. This sign inventory software integrates seamlessly with *City WebGIS* and will allow the City of St. John to actively collect, manage, and report their sign inventory within the City. The functionality and cost of implementing the SimpleSigns™ software for the City of St. John is also described in greater detail in the sections below.

CITY WEBGIS

The GISW *City WebGIS* product is a template application that will be configured to contain all appropriate data layers and tools required by the City of St. John. GISW will supply the template as-is and configure it for the Client; requested changes to the interface and associated features can only be made in coordination with other clients and may involve additional costs.

USER MODES AND DATA LAYERS

The *City WebGIS* will have different available user modes and data layers. The St. John, KS *City WebGIS* site will initially be populated with the following utility user modes and data layers, provided the data is delivered to GISW in the proper GIS-compatible format (shapefile, geodatabase, or Excel spreadsheet with (x,y) coordinates):

1. Water Mode
 - a. Parcels*
 - b. Basemaps
 - c. Hydrants
 - d. Hydrant Valves
 - e. Lateral Lines
 - f. Main Lines
 - g. Curb Stops
 - h. Valves
 - i. Manholes
 - j. Wells
 - k. Water Treatment Facilities
 - l. Air Releases
 - m. Water Towers

2. Sanitary Sewer Mode
 - a. Parcels*
 - b. Basemaps
 - c. Sewer Cleanouts
 - d. Sewer Manholes
 - e. Sanitary Mains
 - f. Pressure Mains
3. Storm Sewer Mode
 - a. Parcels*
 - b. Basemaps
 - c. Manholes
 - d. Main Lines
 - e. Inlets
 - f. Outlets
 - g. Levees
 - h. Storm Culverts
 - i. Storm Ditches
 - j. Floodplains
 - k. Substations
4. Electric Mode
 - a. Parcels*
 - b. Basemaps
 - c. Cabinets
 - d. Capacitors
 - e. Guy Poles
 - f. Guys
 - g. Power Poles
 - h. Switches
 - i. Transformers
 - j. Powerlines
 - k. Substations
5. Streets Mode
 - a. Parcels*
 - b. Basemaps
 - c. Signs
6. Zoning Mode
 - a. Parcels*
 - b. Basemaps
 - c. Comprehensive Zoning
 - d. City Zoning
 - e. Floodplains
7. Management Mode
 - a. Management mode will include all layers from all modes

*Client must obtain the written permission of Stafford County, KS to display parcel information on the *City WebGIS* site.

With the exception of the basemaps which are supplied by GISW, the City of St. John will supply GISW with the above layers in shapefile, geodatabase, or (x,y) coordinate format to be featured in the *City WebGIS*, as well as any layers that the City wishes to add to the WebGIS in the future (ie. parks, bike trails, snow routes, emergency evacuation routes, etc.). Any layers not initially provided by the City of St. John will be omitted upon setup of the WebGIS and may be added to the website at a later date for no additional cost, so long as they are in the proper GIS format.

Note: Client does not have GIS compatible data collected for the layers listed above. GISW will setup the WebGIS site with the data GISW provides and the GIS compatible data currently available from the Client. As the Client collects the GIS compatible data, GISW will add these data layers to the WebGIS site.

Data layers that are not in the proper GIS format and require new digitization and creation by GISW's GIS technicians is considered a separate project and is not covered under the set-up or the annual subscription fees.

LOGIN PROTECTION

The WebGIS application protects sensitive information by requiring login credentials for all user modes. If in the future, the City chooses to keep the public informed of City operations through the *City WebGIS* site, a Public Mode can be created that will house public data layers of interest (ie. bike routes, city parks, zoning information, etc.); this Public Mode would not require a login.

TOOLS & FUNCTIONALITY

The eCity WebGIS site will include the following tools:

1. Full-text Search Bar
2. Map Navigation Tools: Zoom In, Zoom Out, Pan, Full Extent, Next Extent, Previous Extent, Bookmark
3. Identify Tool (on by default)
4. Measurement Tool
5. Drawing Tool
6. Print Tool
7. Clear Tool
8. Buffer Tool
9. Work Order Tool
10. Editor Tool

SEARCH BAR

The Search Bar is a full-text, "Google-style" search engine that allows the user to search for an asset or property by name, type, or key word and bring up complete asset attribute information within seconds. For example, a user might search for "Smith" in the search bar and the WebGIS site will show the results (and highlight them all on the map) for all assets with the manufacturer of "Smith," all properties owned by a "Smith," as well as all properties located on a street named "Smith." Please note, this search assumes the City has access to the County's parcel layer. After selecting a feature from the search results list, the user has the option of zooming to the feature on the map (map will highlight and zoom to the feature in question), viewing more detailed results that will include all attributes currently contained in the GIS for that feature such as material, condition, depth, width, etc. The search will work similarly for features such as Hydrants or Manholes by displaying all matching results from which the user can select to see detailed information about that feature.

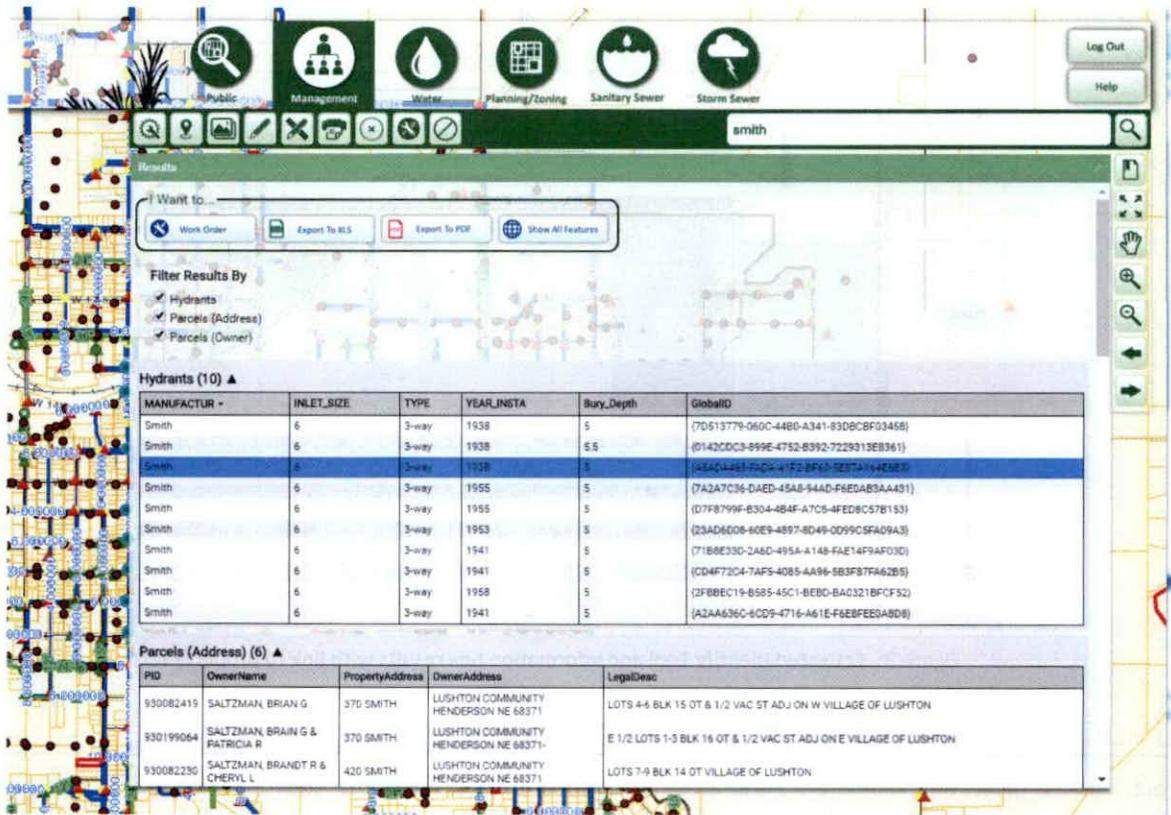


Figure 1: Search results for "Smith." Once a manhole with the manufacturer of "Smith" has been selected in the results window, the user has the option to upload media for that feature, start a work order for that feature, or zoom to the asset on the map.

MAP NAVIGATION

The Map Navigation Tool allows the user to zoom to a specific section/township/range, address, or exact latitude and longitude. The navigational tools below the search bar on the right side of the map allow the user to create a Bookmark and save a specific map extent, zoom out to the full extent, pan to move the map around, zoom in, zoom out, and zoom to the previous or next extent.

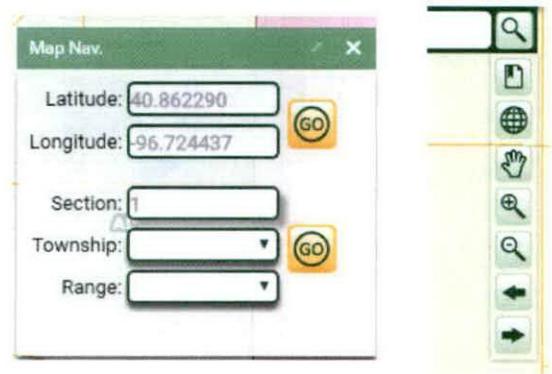


Figure 2: Map Navigation Tool allows for quick search options.

IDENTIFY TOOL

The Identify Tool is always activated. When a user clicks on any feature on the map, an adjustable pop-up window will appear displaying the feature or features selected. If only one feature is selected, the attributes for that feature will display. If multiple features were selected, the user may select the correct feature from the results to display the attributes for a specific feature.

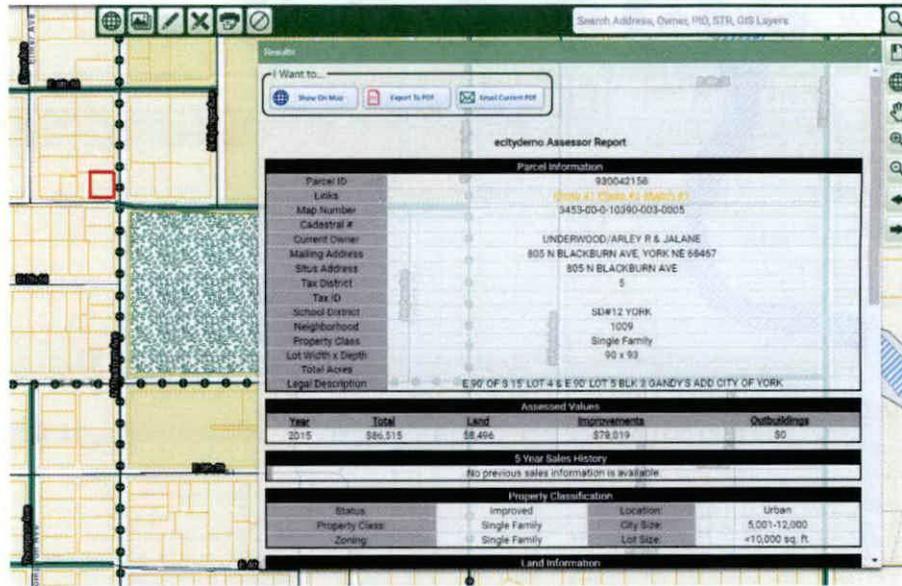


Figure 3: Activated Identify Tool and information box results with link to property card.

MEASUREMENT TOOL

Length (feet, meters, miles, and kilometers) and area (acres, square miles, hectares, square yards, square feet, and square meters) measurements can be easily performed via the Measurement Tool. Using this tool, simply click at the starting point and double click at the ending point to measure a length or draw a polygon by clicking at each vertex location to measure the area.

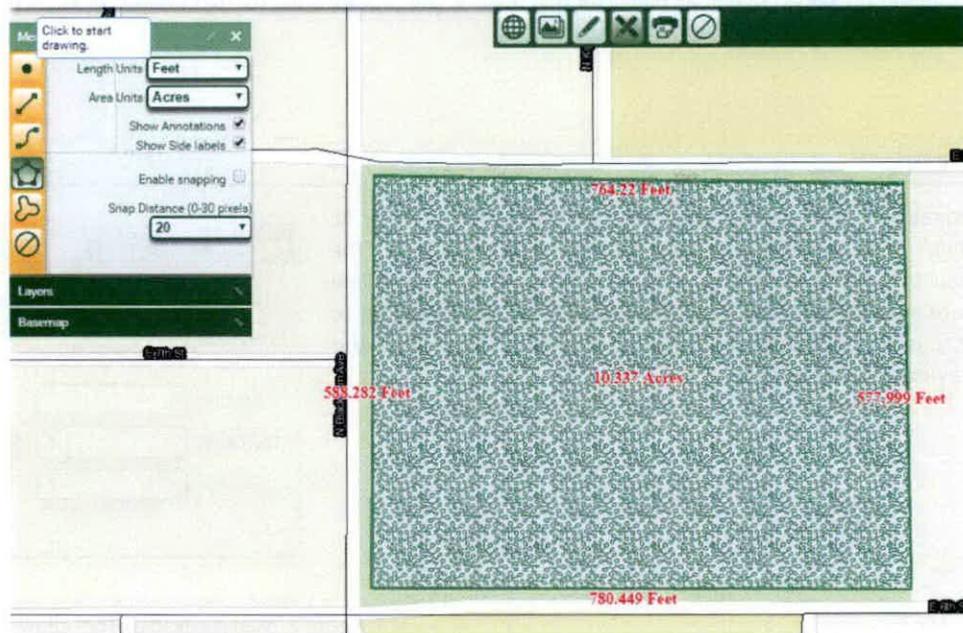


Figure 4: Measurement Tool showing total perimeter and by segment (in miles) of the user-drawn line segments within a parcel.

DRAWING TOOL

The Drawing Tool offers a wide range of options to mark up the map. The Drawing Tool offers options for point, line, polygon and text size, color and transparency. The Drawing Tool, combined with the print-to-email tool, allows clients to provide immediate feedback to GISW technicians.



Figure 5: Drawing Tool

PRINT TOOL

The Print Tool allows anyone to save a screenshot of the map image on their screen (including all modifications made using the drawing tool) and save the image as a PDF or email the image directly to any email address. Additionally, users may create a customized map complete with an optional Title, Legend, and North Arrow.

You may click the checkboxes in the dropdown next to the Title (and enter the desired title in the provided box), Legend, or North Arrow to integrate these into the map that will be generated. Please note, both the map and the legend will display ONLY the features that are currently turned on within the Layers Menu. You may also select from a variety of preset page sizes as well as determine landscape or portrait. If you have access to a plotter or oversized printer, you may select from one of the pre-existing large page sizes to poster-sized maps.

Select the email icon to email the image directly by entering in an email address(es), your name, and a custom message. Select the print icon to create a PDF of the map with all the options you have selected, which you may then email or print.

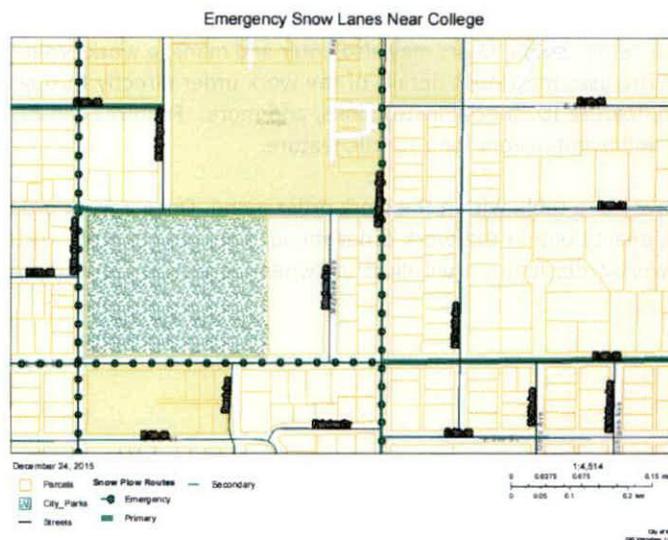


Figure 6: Map PDF with title and legend turned on.

BUFFER TOOL

The Buffer Tool identifies features within a user-defined radius (feet or meters) of a selected parcel or user-defined line, point or polygon. The Buffer Tool will find and report all features that are turned "on" in the layers menu. This information is available as a report that can be printed to a PDF document or exported to Microsoft Excel.

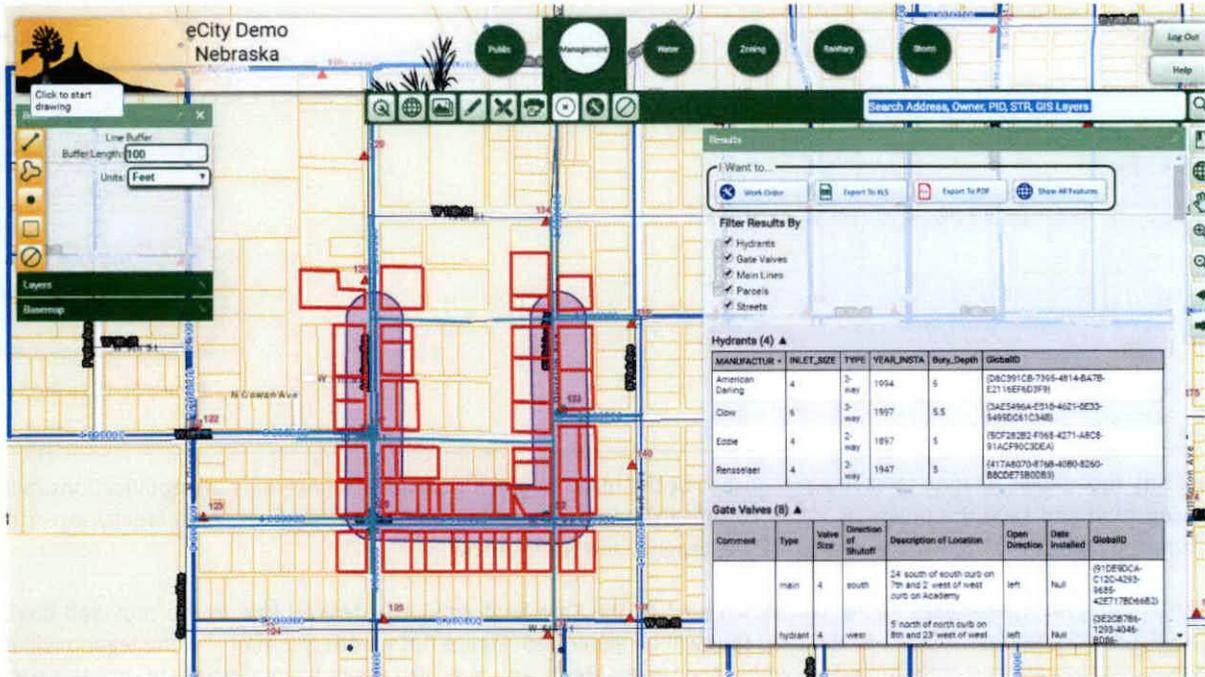


Figure 7. Property owner search results from the buffer analysis.

WORK ORDER TOOL

The Work Order Tool helps coordinate efforts between City personnel. For example, if a phone call comes in regarding low water pressure or sewage backup, the logged in user can use the Work Order Tool to create a new work order and assign the correct utility department and personnel. The user may enter a work order directly from the feature once it has been selected by clicking on 'Create Work Order' in the details menu. Users may also enter and manage work orders directly through the Work Order Tool available in the tools menu. The user may input details of the work order directly through the website, including priority level, status, due date, description, feature ID, special instructions, and more. Features can be added to the work order so that the system can track work order and event history for a specific feature.

All work orders will be displayed in a table within the work order menu. Once a work order is created, it may be accessed using the work order search functionality within the work order menu, selected from the sortable table, or found using a series of available filters. Over time, work order features will illustrate where potential capital improvements need to be scheduled.

The screenshot displays the eCity Demo Nebraska Work Order Tool interface. At the top, there is a navigation bar with icons for Home, Management, Water, Planning/Zoning, Sanitary Sewer, and Storm Sewer. Below the navigation bar is a search bar for address, owner, PID, STR, and GIS Layers. The main area is a map showing a street grid with several work order markers (red dots) and highlighted features. Below the map is a 'Work Orders' section with a table listing work orders and a 'Details' panel for a selected work order.

Status	Date Created	Work Order #	Priority	Assigned To	Department	Due Date
Processed	3/7/2016		High	Person 2	Department 1	03072016
Planned	4/8/2016	123	Medium	Person 1	Department 2	04152016
Processed	4/7/2016		High	Person 1	Department 2	04152016
Planned	3/8/2016					
Planned	3/7/2016		High	Person 1	Department 1	03112016
Planned	3/7/2016			Person 1	Department 1	
In Progress	3/7/2016			Person 1	Department 1	03142016

The 'Details' panel for the selected work order (123) shows the following information:

- Date Created:** 4/8/2016 8:25:18 AM
- Last Updated:** 4/8/2016 8:25:18 AM
- Status:** Planned
- Work Order #:** 123
- Priority:** Medium
- Assigned To:** Person 1
- Department:** Department 1
- Due Date:** 4/15/2016
- Title:** Sample Work Order
- Description:** (empty field)
- Feature ID:** (empty field)
- Special Instructions:** (empty field)
- History:** (empty field)
- Notes:**
 - 4/8/2016 8:24 AM (Central Daylight Time)
 - Take care of this....

Figure 8: Work Order Tool enabled showing tabular list of all work orders, details of a selected work order, and the work order in question highlighted on the map.

EDITOR TOOL

The Editor Tool allows users to edit features directly from the site. This editing functionality will be activated for the administrative/management user and will apply to all departments available within the management mode. The user may select a feature and view all attributes associated with that feature. Upon viewing attributes, the user may choose to edit any attribute information from the portal, including location. When the updates are saved, all changes will be reflected both on the website and in the database.

This feature is an add-on to the core functionality of the website and is associated with an additional charge. The Public Works Director will have access to the administrative editing component associated with the respective management login. Additional mode-specific editing functionality may be added for an additional \$190 per mode (paid annually), and will extend only to the features specific to that mode.



Figure 9: Edit features directly on the website using the Editing Tool.

CITY WEBGIS MAINTENANCE

GISW will host the City's *City WebGIS* site on our triple redundant servers. Subscription fees will be payable annually each year. Subscription fees include hosting, website technical support, software maintenance, and planned upgrades as they are developed by GISW (does not include custom development which is a separate cost and project). GISW will notify the City of new features or enhancements when they are published to the production server.

WEBSITE UPDATES

GISW will upload new data layers supplied by the City on an 'as-needed' basis. The City will supply updates in a readily GIS-compatible format (shapefile, geodatabase or Excel with x,y coordinates).

MEDIA DATA MANAGEMENT

The first 5 GB of media data storage (photos, documents, PDFs, spreadsheets, etc.) are included in the *City WebGIS* free of charge. Additional data storage packages are available for purchase for users who require more than 5 GB of media data storage. Additional costs will be calculated as-needed, and the total amount will be included with the annual invoice.

Total Data Usage	Cost
0 GB - 5 GB	\$0
5 GB - 500 GB	\$300 annually
500 GB - 1 TB	\$600 annually

SIMPLESIGNS™ SIGN INVENTORY MANAGEMENT SYSTEM

SimpleSigns™ is simple, easy-to-use sign inventory management software that meets the federal requirements to properly manage traffic signs. This software houses your sign inventory data, allows you to track and log activities related to your signs,

and produces reports about your sign data for regulatory compliance, maintenance, and management. The inventory software captures all the relevant features of the sign and periodic activities, such as installations, inspections, and repairs that accumulate for each sign over the years.

The screenshot displays the SimpleSigns 5.2.8 software interface for Louisa County, IA. The window is titled "SimpleSigns 5.2.8 - Louisa County IA" and has three modes: "View Mode" (selected), "Edit Mode", and "View Mode w/GPS Tracking".

Sign ID: 1, **Tag No:** 1692, **Retired:**

Sign Location:

- Road: UNKNOWN
- Cross Road: (empty)
- Meter Reading: (empty)
- Offset: (empty)
- Orientation: (empty)
- Position: (empty)
- Longitude: 91 11.80980 W
- Latitude: 41 9.21480 N

Sign Properties:

- MUTCD: R1-1:: Stop:: STOP
- Backing: Aluminum
- Sheeting: High Intensity
- No. of Posts: (empty)
- Post Type: Telespar
- Vendor: (empty)
- Legend: STOP
- Width: 24
- Height: 30
- Owner: (empty)
- Back Color: Red
- 3rd Color: (empty)
- Legend Color: White
- Check2: Check1:
- Comment: (empty)
- Custom1: (empty)
- Custom2: (empty)
- Custom3: (empty)

Sign Properties last updated by: Unknown on 5/19/2015 1:59:46 PM

1/3178 Pictures & Documents

Activities:

- Date/Time: 3/28/2013
- Initials: Don
- Reflect: (empty)
- Condition: Excellent
- Reason: Damaged
- Comment: (empty)
- Custom1: (empty)
- Custom2: Excellent
- Custom3: (empty)
- Check1: Check2: Check3: Check4: Check5: ChJobs:
- Filter on most recent activity: N Y
- 5/5
- Background: Legend: Contrast:

Buttons: Reports, Go to Map, Run SignBuilder, Help, Exit

Figure 10. SimpleSigns™ easy-to-use interface.

COLLECT DATA

The software allows you to collect inventory data for signs including sign location, sign details, sign properties, and log activities for the signs. To collect sign inventory management data, simply use the Edit Mode and enter in the pertinent details about the sign using a series of text boxes and dropdown menus. Data collected may include an identifier or unique sign ID, Location information, Sign description, and Actions. Record all inventory data using editable dropdown menus containing a wide variety of item choices. In addition, we can configure additional textboxes, dropdown boxes, and checkboxes to meet all your data collection needs. Once data is collected, it will be housed in a signs database and can be accessed to view, edit, or add additional sign detail. Filters may be applied to each data field to sort for specific signs or a specific subset of signs. The software will record the time and initials of the person collecting the data for future reference.

Note: Each license permits 2 installations - one editing installation and one read-only installation. Only the computer with the editing license may edit data.

GPS INTEGRATION

The SimpleSigns™ software features the direct connection of a GPS receiver to a laptop for accurate sign coordinates. When collecting data, the GPS location may be imported automatically.

Any GPS unit should work with SimpleSigns™, provided it meets the following requirements:

- Output format of NMEA 0183
- Coordinate Datum of WGS 1984

- Connects via one of the options below:
 - Serial port
 - USB or Bluetooth, creating a virtual serial port. Virtual serial ports are listed in the Device Manager and are assigned a COM number.

Once the GPS unit is connected and all necessary software is installed on the machine, the software can import the spatial data for each sign. Any GPS unit using a USB or Bluetooth connection will require the installation of GpsGate Client for Windows, free software available from Windows (available at <http://www.gpsgate.com/download>). We will provide a step-by-step guide for installing and configuring GpsGate and using a GPS unit with the software.

The accuracy of the data will depend on the device being used. If no direct connect option is used, all locational information may be input manually by entering the appropriate lat/long for each sign.

CITY WEBGIS INTEGRATION

SimpleSigns™ Desktop software integrates seamlessly with GISW's *City WebGIS* as long as there is a GPS coordinate for the sign. Every time the 'SignBuilder' is run on the SimpleSigns software, all the sign locations and details will be automatically updated and reflected on the *City WebGIS* site. Once the sign information is uploaded to the WebGIS site, you will be able to view the sign location on the map, select signs to view the associated data housed in SimpleSigns™, and select signs or a subset of signs in SimpleSigns™ to see where they are located on the map. This spatial integration enhances the SimpleSigns™ application by providing an essential visual component for effectively viewing, tracking, and managing signs.

RETROREFLECTOMETER INTEGRATION

SimpleSigns™ Desktop software includes the capability for direct connection of Delta GR3 or RoadVista 922 retroreflectometer data for collection of sign reflectivity measurements. The software supports the barcode reader used in conjunction with either of these devices and allows for automatic calculation of contrast between legend and background measurements. Integrating with the retroreflectometer ensures all the data captured is recorded and stored properly with the rest of the sign inventory details.

REPORTS

SimpleSigns™ software is equipped with eleven standard reports including:

- Sign Inventory (with or without sign history)
- Sign Count by MUTCD and Condition
- Signs to Replace (based on sign age)
- Many more

Reporting allows users to make the most of their inventory and take an active role in asset management. Each report is viewable within the software or may be exported and saved.

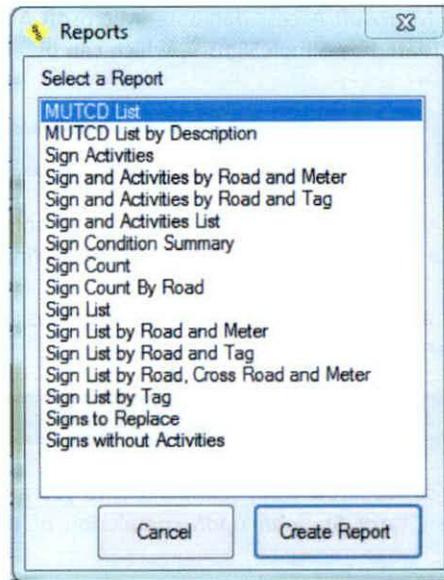


Figure 11. A variety of reports are available.

SIMPLESIGNS SYSTEM REQUIREMENTS

The following are system requirements for the installation and use of SimpleSigns™ (or other SimpleApps) software.

OPERATING SYSTEM

- Full version of Windows Vista, 7 or higher (either 32-bit or 64-bit), not including Windows RT. SimpleSigns™ will run on WindowsXP, but it is not recommended because Microsoft no longer supports WindowsXP and, therefore, no longer releases security updates.
- At least 1 GB of RAM

MICROSOFT SOFTWARE

All standard updates for Microsoft Windows can be downloaded from <http://www.microsoft.com/downloads>

- Microsoft NET Framework 3.5
- Microsoft Internet Explorer 5.01 or later
- Data Access Components
 - Windows Data Access Components, which is included in Windows starting with Windows Vista, or
 - Microsoft Data Access Components (MDAC) 2.8 (if operating system is WindowsXP)
- Approximately 500 MB of disk space for software files, sign database and map files.
- Additional disk space if you plan to store pictures of signs. The amount needed depends on the number of pictures, but can be many gigabytes.

REQUIRED TO USE A RETROFLECTOMETER WITH SIMPLESIGNS

- Bluetooth technology is used to send retroreflectivity measurements from a retroreflectometer directly to SimpleSigns™.
- Bluetooth must output to a virtual serial port.

SimpleSigns™ stores the sign data in a Microsoft Access database; Microsoft Access does **NOT** need to be installed in order to use SimpleSigns™. A sign shapefile is created by SimpleSigns™, which can be accessed by GIS software such as ArcGIS to view signs and their related data.

LICENSING AND ANNUAL MAINTENANCE/SUPPORT

Each SimpleSigns™ license includes one (1) editing seat and one (1) read-only seat. The current version of this software is desktop-based and may be installed on a desktop or laptop computer with a Windows Operating System.

Annual Maintenance/Support includes all software installation and upgrades, unlimited technical phone support, web-based training, and one custom report per year.

TRAINING AND SUPPORT

GISW supports clients on a daily basis, so we know what is important to you and how to make the GIS data useful. GISW will provide the following training for the City of St. John upon completion of the *City WebGIS* set-up and installation of the SimpleSigns™ software:

- One-hour online training session on the use of the WebGIS and the process flow for providing scheduled updates of GIS layers provided by the City of St. John.
- One-hour online training session on the implementation of SimpleSigns™.

All training must be completed within six (6) weeks of project completion and delivery.

CLIENT RESPONSIBILITIES

GISW expects the City to provide and/or be responsible for the following items:

- Provide all necessary GIS layer data in GIS (shapefile, CAD/AutoCAD, or (x,y) coordinate) format
 - a. If a layer isn't provided in the proper GIS format by the City, it will be omitted
- Provide any other data as required
- Timely assistance in the clarification of any questions that may occur
- Provision of any GIS or data updates for regular maintenance of GIS
- Client makes themselves available within six (6) weeks of project completion for web-based training. If the Client does not complete the training within this period, the project is considered delivered and accepted.

PROJECT TIMELINE

Upon signature of the Master Service Agreement and the Statement of Work, the GISW team will begin the project. We anticipate project completion within ten (10) weeks of contract execution. Because of our reliance on various City offices to perform certain steps in the project, we cannot be held liable for any delays in delivering the final product.

PROJECT COSTS

Variations and/or additions to those tasks/features/services stated within are subject to additional costs. Once a contract is signed, any change orders must be documented and added as an addendum to the contract, with the additional costs for said change order added to the following costs and agreed upon in writing with the City. Please note the subscription pricing below is for 3-years, which locks in maintenance and subscription pricing during that timeframe with a signed contract.

Set-up Deliverables	Cost
City WebGIS Site Development & SimpleSigns Set-up	\$9,500
First Year of City WebGIS Subscription	\$ included
First Year of SimpleSigns Maintenance & Support	\$ included
Web-based Training	\$ included
Editing Tool	\$600
Total Set-up Cost*	\$10,100

Ongoing Annual Subscription Costs	Cost
Annual WebGIS Subscription**	\$3,000
Annual Editing Tool Subscription	\$600
Annual SimpleSigns Maintenance & Support	\$300
Additional Data Uploaded Exceeding 5 GB	\$TBD
Total Annual Costs***	\$3,900

* 75% of the total set-up cost to be invoiced upon completion of the project (\$7,575). The remaining 25% will be invoiced upon training and delivery acceptance of the Set-up Deliverables (\$2,525). Client has six (6) weeks upon project completion to receive web-based training. If this does not occur, the project is considered delivered and accepted, and the final invoice will be sent. Both invoices are Net-30 terms.

** Subscription price includes website technical support, hosting, software maintenance & upgrades, and data layer updates. Subscription, maintenance, and support begin upon completion of the WebGIS. Annual invoices are Net-30 terms.

***Annual costs are due on January 1st of each year. The first twelve (12) months of the subscription are included in the WebGIS set-up. Subscription fees will then be pro-rated from the end of this 12-month period through the end of the first billing cycle. Regular annual billing occurs thereafter.

CHANGE ORDERS

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from GISW will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Client and GISW agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the GISW fee structure in effect at the time of the issuance of the Change Order.

TERMINATION

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, Client shall pay GIS Workshop for all Services performed and Deliverables delivered up to and including the date of termination. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0906-001) as of the date first above written.

Agreed to and Accepted by:

GIS Workshop, LLC



Sign: _____

By: Janelle Heuton

Its: Chief Operating Officer

Date: 5/3/2016

The City of St. John, KS

Sign: _____

By: _____

Its: _____

Date: _____

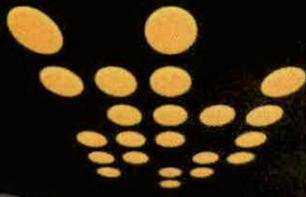
Client Point of Contact for GISW Project Manager for data requests:

Name: _____

Title: _____

Phone: _____

Email: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective **May 3, 2016**, (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and the City of St. John, KS ("Client").

ARTICLE 1 DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article I:

1.1 "Change Order" shall mean a written change order signed by authorized representatives of GIS Workshop and the Client. A Change Order sets forth modifications and amendments to an existing SOW, and when executed, shall be deemed to be part of the SOW for all purposes.

1.2 "Client Materials" shall mean all information, content, data, functionalities or any other materials disclosed or provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to the terms and conditions of this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations under this Agreement.

1.3 "Deliverables" shall mean any item that GIS Workshop develops, prepares for or provides to or for the benefit of Client in the course of providing Services, including any hardware, software or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services. For purposes of this Agreement, the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" shall mean all or any of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs and documentation, algorithms, program code, the Specifications, reports and designs), mask works and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Normal Business Hours" shall mean 8:00 a.m. (CST) through 5:00 p.m. (CST) Monday through Friday, excluding all national holidays (as recognized by the United States Federal Government).

1.6 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as further defined in a SOW. Services specifically include any of the Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.7 "Specifications" shall mean those particular specifications and functionalities identified by the parties in a SOW and to which the Deliverables shall be developed by GIS Workshop.

1.8 "Statement of Work" or "SOW" shall mean any and all documents substantially in the form of Exhibit A, to include any addendums, signed by the parties, that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties and other relevant information pertaining to the performance of Services and development of Deliverables by GIS Workshop.

1.9 "Web-based Services" or "WebGIS" shall mean any internet-based geospatial system or application that is hosted by GIS Workshop for storing, managing, publishing and using maps, data, and other information.

1.10 "Spider" shall mean a software program that automatically searches web pages to create entries for a search engine.

1.11 "Scrape" shall mean a software program that automatically copies content from a specific website.

1.12 "Subscription Fee" shall mean the set annual compensation amount for Web-based Services.

ARTICLE 2 GIS WORKSHOP'S OBLIGATIONS

2.1 All Services shall be performed by qualified personnel in a professional and workmanlike manner. GIS Workshop shall have sole discretion regarding the selection of the personnel to render the Services.

2.2 GIS Workshop will establish working hours for its personnel, and may, at its sole discretion, use the resources and materials it deems necessary to perform the Services. GIS Workshop shall, within the specifications set forth in a SOW, determine the method, details and means of performing the Services.

2.3 Client agrees that GIS Workshop may suspend the performance of Services to Client without notice and without liability if: (a) Client

fails to pay any amount due and owing to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop in accordance with Section 4.2 below; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or government agency has requested such suspension. If GIS Workshop suspends work based on Section 2.3(b), and such suspension lasts for longer than 15 business days, then Client may terminate this Agreement or any SOW forthwith.

2.4 To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit B.

2.5 GISW acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GISW guarantees compliance with the Nebraska Fair Employment Practices Act, and breach of this provision shall be regarded as a material breach of the contract. GISW shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

2.6 GISW certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

ARTICLE 3 CLIENT OBLIGATIONS

3.1 Client shall provide GIS Workshop with reasonable and necessary access to Client's personnel, facilities, computers, equipment and Client Materials during Normal Business Hours and otherwise as reasonably requested by GIS Workshop, in order to enable GIS Workshop to provide Services.

3.2 Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client is responsible for taking such actions as may be reasonably necessary to protect the security of said facilities and technology.

3.3 GIS Workshop shall have no liability for loss of any Client Materials that GIS Workshop stores for Client. Accordingly, Client shall be solely responsible for (a) creating and maintaining current copies of all Client Materials stored by or on behalf of GIS Workshop or otherwise provided to GIS Workshop, and (b) storing such copies in a reasonably secure location.

3.4 Client hereby represents and warrants that Client has obtained all necessary authorizations, permissions or licenses to provide the Client Materials to GIS Workshop. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce and/or modify the Client Materials to the extent necessary to enable GIS Workshop to provide Services and to otherwise develop the Deliverables.

3.5 Client shall be responsible for compliance with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall not have any responsibility

therefore including, without limitation, any responsibility to advise Client of such laws or regulations.

3.6 Client is solely responsible for ensuring that any hardware, applications or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services provided or supported by GIS Workshop under this Agreement. The failure of Client's hardware, applications or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.7 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except and only to the extent that (a) the parties expressly agree in the applicable SOW that Client owns all right, title and interest in and to the software and the Intellectual Property embodied therein, or (b) such activity is expressly permitted by applicable law.

3.8 Notwithstanding the above Sections in this Article (Article 3, Client obligations), GIS Workshop is subject to Article 10 of this Agreement.

ARTICLE 4 FEES AND EXPENSES

4.1 Client shall pay GIS Workshop for all Services and Deliverables, at the times and in the manner as set forth on each SOW. Client agrees to pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on, or measured by, GIS Workshop's income) which result from, or are related to the rendition of the Services or the providing of the Deliverables. If a SOW requires Client to reimburse GIS Workshop for reasonable out-of-pocket expenses incurred by GIS Workshop in the rendition of the Services (collectively the "Out-of-Pocket Expenses"), upon Client's written request, GIS Workshop shall furnish documentation verifying the Out-of-Pocket Expenses for which GIS Workshop seeks reimbursement. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client shall pay all amounts due and owing upon the due dates set forth in the applicable SOW. Any payment that is past due to GIS Workshop by more than 30 days shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.2 Client's failure to make any payment owing and due to GIS Workshop shall be considered a material breach of this Agreement. As such, GIS Workshop may issue a non-payment notice to Client, which, if not satisfied within 30 days after the receipt thereof, shall constitute grounds for GIS Workshop to terminate this Agreement or the SOW(s) applicable to the Services or Deliverables for which payment has not been timely made, in its sole discretion.

ARTICLE 5 DELIVERABLES AND SERVICES

5.1 GIS Workshop shall develop the Deliverables and perform the Services in accordance with the Specifications and terms set forth in the applicable SOW.

5.2 GIS Workshop shall be under no obligation to develop any Deliverables or provide any Services except in accordance with the requirements set forth in each applicable SOW or the Terms of Service (if applicable). Notwithstanding the foregoing, in the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to any of the Services or the Deliverables or to the Specifications, such changes shall be documented in a written Change Order.

5.3 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, code and programming language, in a timely manner, in accordance with the milestones and delivery dates further specified in the applicable SOWs. The parties will agree on any testing and acceptance procedures in the applicable SOW.

5.4 Upon final payment by Client under the applicable SOW for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property contained or embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable and conditioned upon Client's compliance with its obligations in this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement. Each SOW shall also have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement. However, the termination of this Agreement shall terminate all unterminated SOWs and the Terms of Service, if applicable.

6.2 GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the intellectual property rights of any third parties. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; (b) at any time when there are no currently effective SOWs; (c) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

6.3 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all amounts outstanding and due to GIS Workshop under this Agreement and all outstanding SOWs for Services provided and for Deliverables developed hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove or otherwise block Client's access to any Services to which Client had access; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation,

Specifications, Client Materials, programming language and any other materials related thereto in GIS Workshop's possession, regardless of its stage of completion. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 The parties agree that all Intellectual Property that has been or is developed by GIS Workshop in developing the Deliverables or performing the Services hereunder belongs exclusively to GIS Workshop, including all Intellectual Property contained or embodied in the Deliverables, the Services, the Specifications and anything else provided to Client by GIS Workshop in connection with this Agreement, as well as any modifications, enhancements, improvements or derivative works therein or thereto. Client will refrain from taking any action that weakens, deters or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own the Deliverables themselves (including any Site Deliverables under Exhibit B), notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement.

7.2 Unless otherwise set forth in the applicable SOW, and except as expressly set forth in Section 8.1, GIS Workshop (or the third party information or service providers of GIS Workshop, as applicable) shall be the exclusive owner of all right, title, and interest in and to any and all Intellectual Property embodied in any Deliverable provided to Client hereunder, including all data and data compilations. Notwithstanding the foregoing, Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials.

7.3 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology.

7.4 GIS Workshop may from time to time arrange for Client's purchase, lease or license of third party hardware, equipment, software, services, data or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect to

to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

7.5 To the extent Client requests that GIS Workshop use, reproduce or modify any Client Materials, Client hereby represents and warrants to GIS Workshop that GIS Workshop has the right, power and authority to do so, without liability to Client or any third party.

7.6 Except as expressly set forth in this Agreement, each party acknowledges and agrees that nothing in this Agreement shall transfer any right, title or interest in any of either party's Intellectual Property.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Each party hereby represents warrants the following:

(a) It is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party;

(b) It has all necessary corporate power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(c) This Agreement is and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(d) The execution, delivery and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 9 WARRANTY DISCLAIMER

9.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT AGREES THAT ITS USE OF ANY DELIVERABLE PROVIDED BY GIS WORKSHOP PURSUANT TO THIS AGREEMENT IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. GIS WORKSHOP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

ARTICLE 10 LIMITATION OF LIABILITY

CLIENT AGREES THAT GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, IS SOLELY LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO ARTICLE 11, INDEMNIFICATION, OF THIS MASTER SERVICES AGREEMENT, CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

ARTICLE 11 INDEMNIFICATION

11.1 Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the Indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the Indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

ARTICLE 12 CONFIDENTIALITY

12.1 During the term of this Agreement, each party (the "Disclosing Party") may provide the other party hereto (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes all research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" or "proprietary" (or will

words of similar import), any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 12 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the term of this Agreement and for a period of 2 years thereafter; provided, however, that the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 13 MISCELLANEOUS

13.1 Any notice, consent or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

13.2 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

13.3 This Agreement shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in or closest to Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the Chair of the panel) selected by the two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final, binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdictions of the state and federal courts of the State of Nebraska for any litigation arising out of this Agreement, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial in respect of any litigation arising out of, under, or in connection with, this Agreement.

13.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

13.5 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state and local law (except for those taxes attributable to Client's income). Client shall not withhold or pay any federal, state or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

13.6 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the delivery or performance of the Deliverables and the Services, or any of its other obligations hereunder, in whole or in part, to any of GIS Workshop's subcontractors or other third parties selected by GIS Workshop.

without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

13.7 This Agreement, including all applicable SOWs, Change Orders and scope documents, the Terms of Service (if applicable) and other addenda (if any) (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. In the event of any conflict between the provisions of this Master Services Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Master Services Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

13.8 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.9 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

13.10 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

13.11 The provisions of Articles 1, 4, 7, 9-12, along with Sections 2.3, 3.2, 6.3, 13.2, 13.3, 13.5, 13.6, 13.8 and this Section 13.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:



By: _____

Name: Janelle Heuton

Its: Chief Operating Officer

Date: 5/3/2016

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

EXHIBIT A

See Statement of Work (Project No. 0906-001) and/or additional SOWs attached separately

EXHIBIT B

Terms of Service

GIS WORKSHOP TERMS OF SERVICE

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outlines the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1. SERVICE. Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

2. THIRD PARTY PRODUCTS. Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

3. SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

4. FEES AND PAYMENT TERMS.

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card

information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not:

(a) Rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service;

(b) Use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever;

(c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever;

(d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables;

(e) Access the Service by any means other than through the Site;

(f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or

(g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no

proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) Effect of Termination. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY

(a) CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 5.1 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. CONFIDENTIALITY. During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 12.3 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC
Janelle Bartels
Chief Operating Officer
4949 NW 1st St., Ste 1, Lincoln, NE 68521
jbartels@gisworkshop.com
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12.(c), 15, 16, 17, 20.(b) and this Section 20.(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.

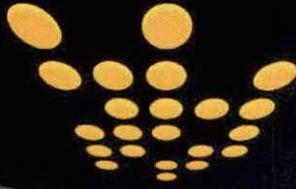


Exhibit A

**Statement of Work
for
City of St. John, KS**

Project Name:
GPS Data Collection for Utilities

Prepared for: Ladona Garcia, City Clerk

Project Number 0906-002

June 7, 2016

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EXECUTIVE SUMMARY

This Statement of Work outlines the Services to be performed and/or the Deliverables to be developed (the "Project") by GIS Workshop LLC ("GISW") pursuant to and governed by that certain Master Services Agreement dated **June 7, 2016** (the "Services Agreement"), by and between GIS Workshop, LLC and **the City of St. John, Kansas** ("Client"). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

TERMS AND CONDITIONS

The terms of this SOW are governed by the Master Services Agreement, Project Number 0906-002, dated June 7, 2016. **Additional Terms and Conditions:** GISW's Trimble MX7 collects data-enriched imagery from which GISW can extract GPS locations and GIS data layers. GISW owns the data-enriched imagery. The GIS data layers the GISW creates from this data-enriched imagery are owned by the Client.

OVERVIEW

The Client has requested a Statement of Work from GIS Workshop, LLC (GISW) for the collection of GPS points for the following feature types:

1. Street signs
2. Light Poles
3. Water
 - a. Fire hydrants
 - b. Water tower(s)
 - c. Valves
4. Sewer manholes
5. Storm
 - a. Drains
 - b. manholes
6. Electric
 - a. Cabinets
 - b. Power poles
 - c. Transformers
 - d. Substations

These feature types will be collected within city limits. Following collection and post-processing of the GPS data points and creation of GIS data layers, GISW will provide a geodatabase (or shapefiles) of the GIS data layers to the Client, and GISW will upload the GIS data layers to the Client's *City WebGIS* (note: a subscription to GISW's WebGIS is required).

Following is a description of the GPS field data collection process, the Client's responsibilities, project schedule, and project cost.

SCOPE OF WORK: GPS FIELD DATA COLLECTION

PROJECTION

GISW will utilize the Kansas' State Plane Coordinate System (South Zone) for all datasets to ensure that the data is in a common coordinate system with other databases covering the same geographic area.

DATABASE DEVELOPMENT

GISW will create a File Geodatabase for ArcGIS Desktop to house all the GPS collected features. Each feature will contain ten (10) attribute fields. The following attributes will be provided by GISW:

1. ObjectID
2. GlobalID
3. Location Lat/Long
4. Height (if applicable and not obscured)

The remaining attribute fields will be left blank and can be filled in by the Client with the City WebGIS's Editor Tool. GISW will coordinate with the Client on what to name the remaining attribute fields based on feature type.

Examples of attribute field names include:

1. Condition
2. Comments
3. Date Installed
4. Date Last Inspected
5. ID Number (Client's designation)
6. Flow direction
7. Size
8. Type
9. And so on

FIELD DATA COLLECTION

GISW will coordinate with Client staff to perform field data collection of the features types as listed below. GISW will use a Trimble MX7 and if need be, the Trimble Geo 7x series GPS unit to collect GPS points and height for the feature types listed below. This latest Trimble technology improves accuracy in urban and wooded environments. These units are capable of collecting GIS mapping-grade data with sub-foot to sub-meter accuracy after post-processing.

Based on our experience with collecting GPS data for city assets, it may be necessary to team GISW staff with a knowledgeable City staff member in the field. The City staff member will help locate features and provide local knowledge while answering any questions that may arise. The process results in more accurate data collection and increases the efficiency of the project. Data collection can only occur during good weather conditions—sunny with no precipitation.

DATA COLLECTION PROCESS

GISW will collect the following feature types within the city limits:

1. Street signs
2. Light Poles
3. Water

- a. Fire hydrants
- b. Water tower(s)
- c. Valves
- 4. Sewer manholes
- 5. Storm
 - a. Drains
 - b. manholes
- 6. Electric
 - a. Cabinets
 - b. Power poles
 - c. Transformers
 - d. Substations

GISW will utilize the following process to identify and collect these feature classes:

1. Collect any hardcopy or scanned maps from the Client for the purpose of planning data collection route, identifying assistance areas from City staff, and rectifying water, storm, and sewer lines into a GIS data layer.
 - a. Maps of water, storm, and sewer lines
 - b. Any other maps that may be of use
2. If necessary, team up with City staff and utilize mapping grade Trimble GPS equipment to collect location data for all features described herein
3. Post-process the GPS data in GISW's headquarter office located in Lincoln, NE
4. After collection and processing, GISW will provide the Client with a WebGIS map identifying the location of all collected features
5. The Client will have four (4) weeks to identify any missing features described herein
6. GISW will collect those identified missing features as identified and located in the field by the Client and integrate them into the Geodatabase
7. Send geodatabase or shapefile to Client with GIS data layers. If the Client has GISW's City WebGIS, GISW will upload the data layers to the WebGIS and associate a photo taken by GISW with each feature.

The line work will require additional office time by GISW to connect the water lines to the hydrants and valves and the sewer system lines to the manholes and mains. GISW anticipates some discrepancies with some of the line work and will coordinate with the Client to clear up any line work issues.

The City may be responsible for providing a staff member to manage the paper maps in the field.

The costs outlined in the SOW only include the features collected during the initial data collection event. If additional features are identified and further data collection is needed beyond the initial data collection event, the Client will be billed for additional costs captured in a Change Order or new SOW. This project includes only the features and attributes outlined above. Any additional attribute information not outlined above may be added at a later date for an additional cost.

POST PROCESSING

GISW will post-process the GPS data in the office to improve horizontal (GPS location) and vertical (height) accuracy of the feature.

DATA DELIVERY

GISW will provide the City of St. John with a Geodatabase where City staff will be able to upload the information to ArcGIS or ArcReader. GISW will also upload all of the data to the City's eCity WebGIS site, where the data will be updated and maintained according the original eCity contract between GISW and the City of Chadron (project number 0479-001).

CLIENT'S RESPONSIBILITIES

GISW expects the Client to provide and/or be responsible for the following items:

- Provide all necessary maps
- Provide a staff person to assist GISW while collecting data, as described above
- Timely assistance in the clarification of any questions that may occur

PROJECT SCHEDULE

The GISW team is ready to execute this project after acceptance and receipt of a signed contract according to the tasks described in this SOW. We anticipate collection to occur in late July 2016 and early August 2016 with project completion within twelve (12) weeks of starting collection based on the above outlined steps (weather permitting). Because of our reliance on various City offices to perform certain steps in the project, we cannot be held liable for any delays in delivering the final product. GISW estimates actual data collection to be completed within two weeks or less of actual field time. Estimates are subject to change based on weather and expected availability.

PROJECT COSTS

The following provides the total and detailed costs for the services and deliverables described in this proposal.

Services and Deliverables	Cost (\$)
Task 1: Data Collection of Feature Types in 0906-002 SOW	\$27,400
Post-processing and Data Delivery	<i>Included</i>
Total Costs for above listed Services	\$27,400*

* To be billed upon project completion and Client acceptance.

CHANGE ORDERS

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from GISW will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Client and GISW agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the GISW fee structure in effect at the time of the issuance of the Change Order.

TERMINATION

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, Client shall pay GIS Workshop for all Services performed and Deliverables delivered up to and including the date of termination. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0906-002) as of the date first above written.

Agreed to and Accepted by:

GIS Workshop, LLC

Sign: 

By: Janelle Heuton

Its: Chief Operating Officer

Date: 6/7/16

City of St. John, KS

Sign: _____

By: _____

Its: _____

Date: _____

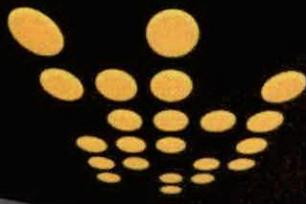
Client Point of Contact for GISW Project Manager for data requests:

Name: _____

Title: _____

Phone: _____

Email: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective **June 7, 2016**, (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and the **City of St. John, KS** ("Client").

ARTICLE 1 DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article I:

1.1 "Change Order" shall mean a written change order signed by authorized representatives of GIS Workshop and the Client. A Change Order sets forth modifications and amendments to an existing SOW, and when executed, shall be deemed to be part of the SOW for all purposes.

1.2 "Client Materials" shall mean all information, content, data, functionalities or any other materials disclosed or provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to the terms and conditions of this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations under this Agreement.

1.3 "Deliverables" shall mean any item that GIS Workshop develops, prepares for or provides to or for the benefit of Client in the course of providing Services, including any hardware, software or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services. For purposes of this Agreement, the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" shall mean all or any of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs and documentation, algorithms, program code, the Specifications, reports and designs), mask works and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Normal Business Hours" shall mean 8:00 a.m. (CST) through 5:00 p.m. (CST) Monday through Friday, excluding all national holidays (as recognized by the United States Federal Government).

1.6 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as further defined in a SOW. Services specifically include any of the Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.7 "Specifications" shall mean those particular specifications and functionalities identified by the parties in a SOW and to which the Deliverables shall be developed by GIS Workshop.

1.8 "Statement of Work" or "SOW" shall mean any and all documents substantially in the form of Exhibit A, to include any addendums, signed by the parties, that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties and other relevant information pertaining to the performance of Services and development of Deliverables by GIS Workshop.

1.9 "Web-based Services" or "WebGIS" shall mean any internet-based geospatial system or application that is hosted by GIS Workshop for storing, managing, publishing and using maps, data, and other information.

1.10 "Spider" shall mean a software program that automatically searches web pages to create entries for a search engine.

1.11 "Scrape" shall mean a software program that automatically copies content from a specific website.

1.12 "Subscription Fee" shall mean the set annual compensation amount for Web-based Services.

ARTICLE 2 GIS WORKSHOP'S OBLIGATIONS

2.1 All Services shall be performed by qualified personnel in a professional and workmanlike manner. GIS Workshop shall have sole discretion regarding the selection of the personnel to render the Services.

2.2 GIS Workshop will establish working hours for its personnel, and may, at its sole discretion, use the resources and materials it deems necessary to perform the Services. GIS Workshop shall, within the specifications set forth in a SOW, determine the method, details and means of performing the Services.

2.3 Client agrees that GIS Workshop may suspend the performance of Services to Client without notice and without liability if: (a) Client

fails to pay any amount due and owing to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop in accordance with Section 4.2 below; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or government agency has requested such suspension. If GIS Workshop suspends work based on Section 2.3(b), and such suspension lasts for longer than 15 business days, then Client may terminate this Agreement or any SOW forthwith.

2.4 To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit B.

2.5 GISW acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GISW guarantees compliance with the Nebraska Fair Employment Practices Act, and breach of this provision shall be regarded as a material breach of the contract. GISW shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

2.6 GISW certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

ARTICLE 3 CLIENT OBLIGATIONS

3.1 Client shall provide GIS Workshop with reasonable and necessary access to Client's personnel, facilities, computers, equipment and Client Materials during Normal Business Hours and otherwise as reasonably requested by GIS Workshop, in order to enable GIS Workshop to provide Services.

3.2 Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client is responsible for taking such actions as may be reasonably necessary to protect the security of said facilities and technology.

3.3 GIS Workshop shall have no liability for loss of any Client Materials that GIS Workshop stores for Client. Accordingly, Client shall be solely responsible for (a) creating and maintaining current copies of all Client Materials stored by or on behalf of GIS Workshop or otherwise provided to GIS Workshop, and (b) storing such copies in a reasonably secure location.

3.4 Client hereby represents and warrants that Client has obtained all necessary authorizations, permissions or licenses to provide the Client Materials to GIS Workshop. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce and/or modify the Client Materials to the extent necessary to enable GIS Workshop to provide Services and to otherwise develop the Deliverables.

3.5 Client shall be responsible for compliance with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall not have any responsibility

therefore including, without limitation, any responsibility to advise Client of such laws or regulations.

3.6 Client is solely responsible for ensuring that any hardware, applications or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services provided or supported by GIS Workshop under this Agreement. The failure of Client's hardware, applications or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.7 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except and only to the extent that (a) the parties expressly agree in the applicable SOW that Client owns all right, title and interest in and to the software and the Intellectual Property embodied therein, or (b) such activity is expressly permitted by applicable law.

3.8 Notwithstanding the above Sections in this Article (Article 3, Client obligations), GIS Workshop is subject to Article 10 of this Agreement.

ARTICLE 4 FEES AND EXPENSES

4.1 Client shall pay GIS Workshop for all Services and Deliverables, at the times and in the manner as set forth on each SOW. Client agrees to pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on, or measured by, GIS Workshop's income) which result from, or are related to the rendition of the Services or the providing of the Deliverables. If a SOW requires Client to reimburse GIS Workshop for reasonable out-of-pocket expenses incurred by GIS Workshop in the rendition of the Services (collectively the "Out-of-Pocket Expenses"), upon Client's written request, GIS Workshop shall furnish documentation verifying the Out-of-Pocket Expenses for which GIS Workshop seeks reimbursement. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client shall pay all amounts due and owing upon the due dates set forth in the applicable SOW. Any payment that is past due to GIS Workshop by more than 30 days shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.2 Client's failure to make any payment owing and due to GIS Workshop shall be considered a material breach of this Agreement. As such, GIS Workshop may issue a non-payment notice to Client, which, if not satisfied within 30 days after the receipt thereof, shall constitute grounds for GIS Workshop to terminate this Agreement or the SOW(s) applicable to the Services or Deliverables for which payment has not been timely made, in its sole discretion.

ARTICLE 5 DELIVERABLES AND SERVICES

5.1 GIS Workshop shall develop the Deliverables and perform the Services in accordance with the Specifications and terms set forth in the applicable SOW.

5.2 GIS Workshop shall be under no obligation to develop any Deliverables or provide any Services except in accordance with the requirements set forth in each applicable SOW or the Terms of Service (if applicable). Notwithstanding the foregoing, in the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to any of the Services or the Deliverables or to the Specifications, such changes shall be documented in a written Change Order.

5.3 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, code and programming language, in a timely manner, in accordance with the milestones and delivery dates further specified in the applicable SOWs. The parties will agree on any testing and acceptance procedures in the applicable SOW.

5.4 Upon final payment by Client under the applicable SOW for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property contained or embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable and conditioned upon Client's compliance with its obligations in this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement. Each SOW shall also have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement. However, the termination of this Agreement shall terminate all unterminated SOWs and the Terms of Service, if applicable.

6.2 GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the intellectual property rights of any third parties. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; (b) at any time when there are no currently effective SOWs; (c) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

6.3 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all amounts outstanding and due to GIS Workshop under this Agreement and all outstanding SOWs for Services provided and for Deliverables developed hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove or otherwise block Client's access to any Services to which Client had access; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation,

Specifications, Client Materials, programming language and any other materials related thereto in GIS Workshop's possession, regardless of its stage of completion. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 The parties agree that all Intellectual Property that has been or is developed by GIS Workshop in developing the Deliverables or performing the Services hereunder belongs exclusively to GIS Workshop, including all Intellectual Property contained or embodied in the Deliverables, the Services, the Specifications and anything else provided to Client by GIS Workshop in connection with this Agreement, as well as any modifications, enhancements, improvements or derivative works therein or thereto. Client will refrain from taking any action that weakens, deters or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own the Deliverables themselves (including any Site Deliverables under Exhibit B), notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement.

7.2 Unless otherwise set forth in the applicable SOW, and except as expressly set forth in Section 8.1, GIS Workshop (or the third party information or service providers of GIS Workshop, as applicable) shall be the exclusive owner of all right, title, and interest in and to any and all Intellectual Property embodied in any Deliverable provided to Client hereunder, including all data and data compilations. Notwithstanding the foregoing, Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials.

7.3 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology.

7.4 GIS Workshop may from time to time arrange for Client's purchase, lease or license of third party hardware, equipment, software, services, data or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect to

to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

7.5 To the extent Client requests that GIS Workshop use, reproduce or modify any Client Materials, Client hereby represents and warrants to GIS Workshop that GIS Workshop has the right, power and authority to do so, without liability to Client or any third party.

7.6 Except as expressly set forth in this Agreement, each party acknowledges and agrees that nothing in this Agreement shall transfer any right, title or interest in any of either party's Intellectual Property.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Each party hereby represents warrants the following:

- (a) It is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party;
- (b) It has all necessary corporate power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;
- (c) This Agreement is and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and
- (d) The execution, delivery and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 9 WARRANTY DISCLAIMER

9.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT AGREES THAT ITS USE OF ANY DELIVERABLE PROVIDED BY GIS WORKSHOP PURSUANT TO THIS AGREEMENT IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. GIS WORKSHOP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

ARTICLE 10 LIMITATION OF LIABILITY

CLIENT AGREES THAT GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, IS SOLELY LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO ARTICLE 11, INDEMNIFICATION, OF THIS MASTER SERVICES AGREEMENT, CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

ARTICLE 11 INDEMNIFICATION

11.1 Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the Indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the Indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

ARTICLE 12 CONFIDENTIALITY

12.1 During the term of this Agreement, each party (the "Disclosing Party") may provide the other party hereto (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes all research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" or "proprietary" (or with

words of similar import), any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 12 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the term of this Agreement and for a period of 2 years thereafter; provided, however, that the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 13 MISCELLANEOUS

13.1 Any notice, consent or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

13.2 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

13.3 This Agreement shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in or closest to Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the Chair of the panel) selected by the two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final, binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdictions of the state and federal courts of the State of Nebraska for any litigation arising out of this Agreement, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial in respect of any litigation arising out of, under, or in connection with, this Agreement.

13.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

13.5 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state and local law (except for those taxes attributable to Client's income). Client shall not withhold or pay any federal, state or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

13.6 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the delivery or performance of the Deliverables and the Services, or any of its other obligations hereunder, in whole or in part, to any of GIS Workshop's subcontractors or other third parties selected by GIS Workshop.

without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

13.7 This Agreement, including all applicable SOWs, Change Orders and scope documents, the Terms of Service (if applicable) and other addenda (if any) (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. In the event of any conflict between the provisions of this Master Services Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Master Services Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

13.8 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.9 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

13.10 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

13.11 The provisions of Articles 1, 4, 7, 9-12, along with Sections 2.3, 3.2, 6.3, 13.2, 13.3, 13.5, 13.6, 13.8 and this Section 13.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:



By: _____

Name: Janelle Heuton

Its: Chief Operating Officer

Date: 6/7/2016

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

EXHIBIT A

See Statement of Work (Project No. 0906-002) attached separately

EXHIBIT B

Terms of Service

GIS WORKSHOP TERMS OF SERVICE

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outlines the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1.SERVICE. Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

2.THIRD PARTY PRODUCTS. Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

3.SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

4.FEES AND PAYMENT TERMS.

(a)In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b)Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c)In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not permitted to store, retain or use Client's billing information except to process Client's credit card

information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not:

(a) Rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service;

(b) Use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever;

(c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever;

(d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables;

(e) Access the Service by any means other than through the Site;

(f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or

(g) Modify, alter, adapt, copy, decompile, disassemble, reverse engineer, reverse assemble or emulate the functionality, reverse compile, attempt to derive the source code of, reduce to human readable form, or create derivative works of the Service, the Site or the underlying software used therein, in whole or in part.

8. REGISTRATION. Prior to Client being able to access the Service, Client may be required to register for the Service on the Site. Alternatively, Client may register for the Service by executing a written agreement (i.e. a Master Agreement or SOW) with GISW in the form provided to Client by GISW. As part of the registration process, Client will be required to provide certain information, and may be awarded a username and password. Client shall remain responsible for maintaining the security of its account, including its username and password, and shall not disclose it to any third party except as authorized herein. GISW will not be responsible or liable for any loss or damage caused by Client's failure to comply with its security obligation. Client remains responsible for all activity occurring under its accounts, and shall notify GISW immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

9. SUPPORT, MAINTENANCE AND UPGRADES.

(a) Provided Client is not in breach of these Terms of Service, and provided these Terms of Service remain in effect, GISW will provide general support services related to the Service during the hours of 8:00 AM through 5:00 PM, CST, Monday through Friday (not including holidays). This schedule may change from time to time, as determined by GISW in its sole discretion. General support services will include email communication during the time frame described above. Any support services beyond those described herein, or any support services provided outside of the time frame described above, may be provided by GISW at GISW's sole and absolute discretion, and upon terms determined by GISW.

(b) Client understands and acknowledges that GISW has the right to modify and update (or refrain from modifying and updating) the Site and Service at any time, provided however, that GISW will notify Client of any material changes in the existing functionality or capabilities of the Service. Updates and improvements provided as part of GISW's general maintenance services shall be made in GISW's sole and absolute discretion. GISW shall be under no obligation to provide any updates, improvements or enhancements. All right, title and interest to upgrades, enhancements, and special programming shall vest in and belong to GISW. Client specifically acknowledges that some additional services or upgrades may be developed for the Service, for which GISW may require the payment of additional fees or other terms and conditions in order for Client to be entitled to use such additional services or upgrades, which services or upgrades shall not be deemed to be Services hereunder absent payment of such fees or compliance with such conditions.

10. BACKUP; DISASTER RECOVERY; SECURITY.

(a) GISW agrees to maintain, through itself or through third party service providers, backup and disaster recovery facilities sufficient to permit it to recover and make available to Client under these Terms of Service the Site, Service, Site Deliverables, and Client Materials within forty eight (48) hours of any system failures or data loss.

(b) GISW shall maintain adequate security precautions to minimize the likelihood of any unauthorized access through the Internet to Client Materials or other data provided by Client to GISW through the Site, including, among other things, the use of a secure server, protective firewalls and encryption.

11. OWNERSHIP OF INTELLECTUAL PROPERTY. Except with respect to the Client Materials, which GISW acknowledges is the property of Client, Client acknowledges that GISW and/or the third party sources of GISW's information are the owners of all right, title and interest in and to all Intellectual Property in the Service, the Site, Site Deliverables, Third Party Products and the underlying software used therein, in any form whatsoever, including: a) the technology available as part of or embodied in the Service; and b) all content, including but not limited to text, software, music, sound, photographs, video, graphics, plots, typeset formulas, tables, general page layouts, juxtapositions of data or other material contained in the Site, the Site Deliverables or otherwise provided as part of the Service. Client acknowledges that the Site, the Service, the Site Deliverables, and any other products or services offered by GISW are protected by United States and international copyrights, patents, trademarks, service marks, trade secrets or other proprietary and intellectual property rights and laws, as applicable. Client acknowledges that it claims no proprietary rights in any Intellectual Property of GISW, the Site, the Site Deliverables, the Service, or Third Party Products, and will be entitled to only such rights as are granted to Client pursuant to any and all agreements between GISW and Client. The Site, the Site Deliverables, and the Service may be used only in accordance with the terms and conditions of these Terms of Service. All pending and/or registered trademarks and service marks, and other graphics, logos, and trade names used by GISW in connection with the Site, the Site Deliverables, and the Service, and any other products or services offered by GISW (collectively the "GISW Trademarks") are the trademarks of GISW or its content providers. GISW and Client acknowledge that, in the event of any third party claim that the Site, the Site Deliverables, or the Service infringes such third party's Intellectual Property Rights, GISW will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim, subject to these Terms of Service. For purposes of clarification, upon payment in full by Client of all applicable Subscription Fees, Client shall own the Site Deliverables themselves, notwithstanding the fact that no

proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Site Deliverables as it sees fit, subject to Client's full and continued compliance with the terms of conditions of these Terms of Service.

12. CANCELLATION, TERM AND TERMINATION.

(a) Term. These Terms of Service shall become effective as of the Effective Date and shall continue in effect for the period of time set forth in the SOW, unless and until terminated in accordance with these Terms of Service or upon termination of the Master Agreement entered into between the parties (collectively, the "Term"). Termination of these Terms of Service will not terminate the Master Agreement between the parties, but termination of the Master Agreement will automatically terminate these Terms of Service.

(b) Termination. These Terms of Service may be immediately terminated, in writing, by either Party as follows: (a) if the other Party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching Party; (b) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other Party.

(c) Effect of Termination. Upon termination of these Terms of Service for any reason, Client shall immediately cease any use of the Service, any Site Deliverables that have not been personally delivered to Client, and the Site. All fees otherwise due and payable shall be immediately paid.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants as follows:

(a) It has all necessary power and authority to enter into these Terms of Service, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(b) The Terms of Service are and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(c) The execution, delivery and performance of these Terms of Service does not conflict with or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its property is bound.

14. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AND EVEN IF ANY OF THE LIMITED REMEDIES OF THESE TERMS OF SERVICE FAIL TO FULFILL ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, GISW SHALL NOT BE LIABLE TO CLIENT FOR ANY BREACH OF SECURITY ON THE SITE, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THESE TERMS OF SERVICE FAILS ITS ESSENTIAL PURPOSE. SUBJECT TO "16 INDEMNITY" OF THESE TERMS OF SERVICE, IN NO EVENT SHALL GISW'S AGGREGATE LIABILITY FOR DAMAGES UNDER THESE TERMS OF SERVICE CLAIMED BY CLIENT OR ANY THIRD PARTY ARISING FROM CLIENT'S USE OR RELIANCE ON THE SITE, SERVICE OR SITE DELIVERABLES EXCEED PAYMENTS MADE BY CLIENT TO GISW DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

15. NO WARRANTY

(a) CLIENT AGREES TO USE THE SERVICE, THE SITE DELIVERABLES AND THE SITE AT ITS SOLE RISK, AND GISW SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ITS USE OR ACCESS OF OR RELIANCE ON THE SERVICE, THE SITE, OR THE SITE DELIVERABLES. CLIENT RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF GISW. CLIENT ALSO ACKNOWLEDGES THAT COMPUTER SYSTEMS ARE INHERENTLY UNSTABLE AND MAY MALFUNCTION OR CEASE TO FUNCTION AT ANY TIME WITHOUT WARNING. MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET MAY MAKE THE SERVICE OR SITE TEMPORARILY OR PERMANENTLY UNAVAILABLE. THE SERVICE, THIRD PARTY PRODUCTS, SITE DELIVERABLES, SITE, INTELLECTUAL PROPERTY AND ANY RELATED PRODUCTS AND SERVICES ARE SUPPLIED TO CLIENT "AS IS." NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED THERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. GISW DISCLAIMS, AND CLIENT EXPRESSLY WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.1 AND 5.1 OF THE MASTER SERVICES AGREEMENT, NEITHER GISW NOR ANY THIRD PARTY INFORMATION OR SERVICE PROVIDER OF GISW MAKES

ANY WARRANTIES THAT (A) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS, (B) THE SERVICE OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, SITE DELIVERABLES OR SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SITE DELIVERABLES, INFORMATION OR OTHER MATERIAL RECEIVED OR OBTAINED BY CLIENT THROUGH THE SERVICE, SITE DELIVERABLES OR SITE WILL MEET CLIENT'S EXPECTATIONS, OR (E) ANY ERRORS IN THE SOFTWARE USED TO OPERATE THE SERVICE AND SITE WILL BE CORRECTED. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE OR SITE, INCLUDING THE SITE DELIVERABLES, ARE ACCESSED AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, THE SERVICE, THE SITE AND DATA MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GISW IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNITY. Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

17. CONFIDENTIALITY. During the Term of these Terms of Service, GISW may provide the Client with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the Site Deliverables, all code, inventions, techniques, algorithms, know-how and ideas, all business, financial and technical trade secrets, any written information which is marked "Confidential," any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within thirty (30) days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. However, "Confidential Information" will not include information that (a) is publicly known at the time of its disclosure or becomes publicly known thereafter through no fault of the Client; (b) is lawfully received by the Client from a third party not under an obligation of confidentiality to the GISW, (c) is published or otherwise made known to the public by the GISW, or (d) was generated independently by the Client before disclosure by the GISW. The Client will refrain from using the GISW's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under these Terms of Service. The Client will likewise restrict its disclosure of the GISW's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Client to perform its obligations and enjoy its rights under these Terms of Service. Such persons will be informed of and will agree to the provisions of this Section 17 and the Client will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them.

18. FORCE MAJEURE. Neither Party shall be liable for damages hereunder for a delay or failure in its performance of any obligation under these Terms of Service as a result of causes beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism, labor disputes, lockouts, embargoes, insurrection, riots, inability to obtain materials or labor due to governmental acts, rules, regulations or directives, utility or communication interruptions, transportation delays, power failure, computer failure, breakdown of machinery, accidents, fires, floods or other natural disasters (each a "Force Majeure Event"). Upon the giving of prompt written notice to the other Party of a Force Majeure Event, the time of performance by the Party so affected shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause.

19. LINKS TO THIRD PARTY SITES. The Site and Services may include links that will take Client to other sites outside of the Site ("Linked Sites"). The Linked Sites are provided by GISW to Client as a convenience and the inclusion of the links do not imply any endorsement by GISW of any Linked Site. GISW has no control of the Linked Sites and Client therefore acknowledges and agrees that GISW is not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. Client further acknowledges and agrees that GISW is not responsible for any form of transmission (e.g. webcasting) received from any Linked Site.

20. GENERAL INFORMATION.

(a) Client will be responsible for providing any hardware, devices or applications necessary to access the Site, Service, Site Deliverables and Client Materials and to otherwise make the Client Materials available to GISW in order to permit it to provide the Service or access the Site.

(b) These Terms of Service shall be governed by Section 12.3 of the Master Services Agreement when the parties have a dispute.

(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC
Janelle Bartels
Chief Operating Officer
4949 NW 1st St., Ste 1, Lincoln, NE 68521
jbartels@gisworkshop.com
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12.(c), 15, 16, 17, 20.(b) and this Section 20.(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.

**Pictometry Agreement between Stafford County and City of St. John
INVOICE**

Imagery Neighborhood (9 inch) per sector

9 Sectors	\$2,440.00
Pictometry Connect / Mosaic - 9" Mpsid Format	\$1,108.00
Media Drive Capacity	\$50.00
Total	\$3,598.00

Installment Plan Details

1st Installment - July 2015	PAID 5-19-2015 #108180	\$1,199.33
2nd Installment - March 2016	DUE	\$1,199.33
3rd Installment - March 2017		\$1,199.34
Total		\$3,598.00

Yearly Fee Due in March - Starting March 2018 \$700.00

Included: Pictometry Imagery, Property Lines, Centerlines, City Limits, Streets, Assistance with 1 Layer Annually, Reasonable Plotter Usage-4 Large Aerial Maps annually, after that will be a small per map charge.

Failure with a timely payment: Password will be disabled and all data requested by city will have a cost involved, cost will vary depending complexity of request.

4-5-16

Date

Jadma S. Lopez
City Clerk
City of St. John

3-30-2016

Date

Calvin Miller
Stafford County

40-01-2140 - 399.78
 41-42-2140 - 399.78
 41-43-2140 - 399.77
\$1,199.33

Pictometry Agreement between SFCo & City

DOCUMENT PURPOSE

The CONNECTExplorer interface provides web based access to Pictometry imagery and analytical tools via a web browser. The CONNECTExplorer interface is available for customers using a Pictometry Connect account.

While the specific tools and GIS datasets available to users may vary depending on the nature of your Pictometry implementation, the general usage will be consistent. This guide will provide users with an overview of the CONNECTExplorer interface, commonly used terminology, and tool usage, along with tips for common user preferences.

LOGGING IN

In an Internet browser, go to: <https://pol.pictometry.com/explorer> to log in. Provide your email and password (same as your Connect credentials). Click 'Login' to enter the CONNECTExplorer interface.

PICTOMETRY IMAGE TYPES

Pictometry captures every location multiple times, with multiple views. There are two image types and two image levels. The image types and levels available will vary, depending upon the coverage for the location you are viewing.

IMAGE TYPES

Orthogonal - Images taken from a straight down perspective. The traditional 'ortho' view.

Oblique - Images taken from approximately a 45-degree perspective, producing an angled view.

IMAGE LEVELS

Neighborhood - Lower altitude images containing the highest level of detail.

Community - Higher altitude images providing a lower level of detail, but a larger ground footprint.

VIEWING IMAGE TYPES

You can select the direction you want to see by clicking the directional arrows at the edges of the image window, or by using the rotator on the Navigator.

Rotate your view clockwise or counter clockwise

Select to view your focal point from a different direction



-  **View from South** - Displays an image that is facing North if available.
-  **View from North** - Displays an image that is facing South if available.
-  **View from West** - Displays an image that is facing East if available.
-  **View from East** - Displays an image that is facing West if available.
-  **View Ortho** - Displays an orthogonal image (straight down) if available.

NOTE: The directional arrows will change their purpose to reflect the direction of the current image. By placing your mouse over an arrow, a view direction will be displayed.

NAVIGATING IMAGES

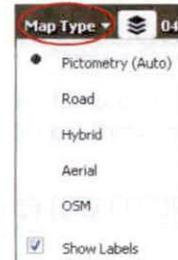


The Navigator Bar is used to rotate the image, zoom in and out, see the image date and select a map type. This example shows N at the top of the Navigator, indicating that you are viewing a north facing image (view from the south). This is Pictometry's default view.

Below the Navigator Bar is a zoom slider to adjust the zoom level. You can also zoom using the plus/minus buttons or the scroll wheel on your mouse. As you zoom in or out, the image will automatically switch between Neighborhood and Community images, if available.

The Map Type allows you to select Pictometry images or specific types of Maps. These alternate Maps may include: Bing Maps, Satellite imagery, Open Street Maps (OSM) or your own area wide mosaic if available. Use the Map Type pull down to see and select these options.

The 'Shows Labels' selection, within the Map Type drop-down menu, will display the road name when roads are visible.



The Navigator Bar displays the date of the current image. To the right of that date are two numbers, indicating which image you are currently viewing of how many images are available in that location with the same directional view and image level. Use the Next or Previous arrows to scroll through the images.

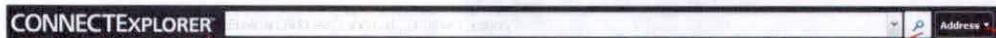
If you select the dropdown arrow, it will provide a list of all image capture years available. By default All Imagery is selected. By selecting Only Latest you will see only the newest imagery, as shown in the screenshot. You can choose to only see a specific year by selecting the year.



PAN TOOL - Use to pan (move across images) by clicking on the image or map and dragging your mouse. When you get to the edge of the current image, the next image will automatically be displayed.

FINDING IMAGES

You can search for a location based on GIS data that has been configured as a search profile. Common profiles include Address, Parcel, and Road. The searches available will vary depending upon your entity's GIS data, account type, and Administrative preferences. In some instances, third party partners may have provided search data for your use, such as Address (Bing) and Match Point.



Enter search criteria here

Click to search

Use the drop-down arrow to select a search profile

The information you use to search is dependent on the layer you choose. National data sources, such as Address and Match Point, require full addresses, including City and State or Zip.

When using a search based on your entity's GIS data, you can typically enter partial information and get multiple results. By entering partial information, the odds of returning multiple hits will increase dramatically.

All search results are displayed in the search results pane on the left side of the screen. When you select one of the results the image will go to that location.

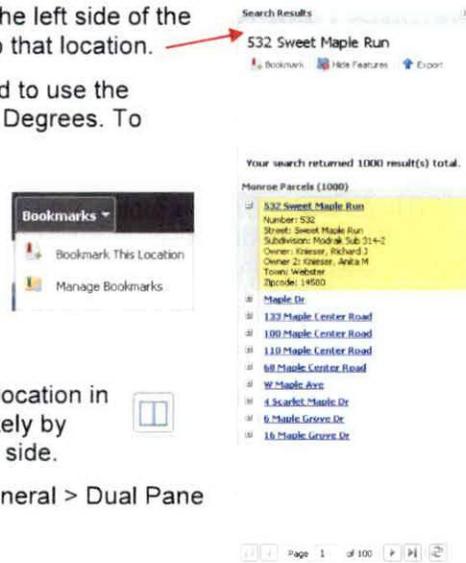
When searching for a location using a coordinate, you will need to use the Address search. The coordinate should be entered in Decimal Degrees. To change this go to Preferences > Tools > Location Tool.

BOOKMARKS – You can bookmark an image and return to it at any time. Bookmarks save the current view, including the zoom level and direction.

To bookmark a location, select Bookmarks, located above the toolbar or within the Search Results pane.

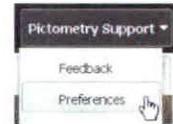
DUAL PANE – Dual Pane mode allows you to view the same location in two side-by-side windows. You can modify each pane separately by selecting the image year, directional views and layers for each side.

To set your preferences for Dual Pane, go to Preferences > General > Dual Pane



MEASUREMENT TOOLS

To change the units of measure for any of the measurement tools, go to Preferences > Tools and select the tool you want to change.



 **DISTANCE** – Click each point of the line you want to measure. Double-click to add the final point and to display the measurement.

 **AREA** – Click each corner of the area that you want to measure. Double-click to add the final corner and to display the measurement.

 **HEIGHT** – Click the lowest point of the object to start the measurement. Then click the highest point to complete the measurement and display the result.

 **ELEVATION** - Click on the image to display the elevation above sea level at that point.

 **LOCATION** – Click on the image to find the latitude/longitude of that point.

 **BEARING/ANGLE** – To measure bearing, click once at the starting point then double-click on a point in the desired direction. This will give you the bearing of a straight line in relation to true north. To measure an angle, click on the pivot point (vertex) of the angle. Click on a second point along one line (ray) then click on the third point along the second line (ray). The angle between the two lines is displayed.

 **TEXT** – Click on the image to add a text annotation at that point.

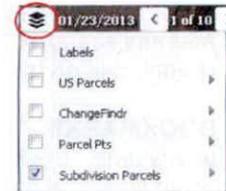
PERMANENT ANNOTATIONS – By default, all measurements are temporary and will erase when a new measurement is made. To save your measurement for the duration of the current session, click the pin in the measurement result box. To erase a single permanent measurement click on the pin again.

Distance: 121.8 Feet 

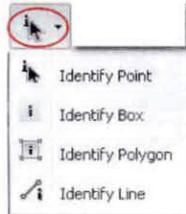
 Or to remove all of your permanent measurements select the Unpin All in the top right corner of the interface.

VIEWING LAYERS & IDENTIFYING DATA

GIS Layers are listed under the Layers icon on the Navigator Bar. Available layers will vary depending on the data that is available for your Connect organization. Place a check next to any layer to view it on the image or map.



IDENTIFY TOOL - Use this tool to display GIS layer information for a point or over a specified area. The data displayed will vary depending on the data available for your Connect organization.



Select the identify tool and choose the type of identifying you wish to use.

Point will identify data for all layers underneath the point clicked.

Box will display data for all layers that the box touches.

Polygon will display data for all layers that the polygon touches.

Line will display data for all layers that the line touches.



Results will be shown in the search results pane.

To view the data associated with a specific layer, select the layer in the Results By Layer box at the top of the results pane.

To view the specific data for one of the line items expand the selection. Any selected point, polygon or line selected to display the data in this pane will also be highlighted in the image window as well.



Box drawn with Identify Tool

Parcels included with Identify Results

PRINTING & EXPORTING IMAGES



EXPORT IMAGE – Use to export the current image to a specified file type. By default, Explorer will crop the exported image to the current view on your screen (vs. the entire image) as a JPEG and include any visible overlays (layers, measurements, annotations). To change these options, go to Preferences > Export Image.



PRINT FROM PDF – Print the current image as a PDF using your browser's print settings. Explorer will crop the image to the current view, and include any visible overlays. The PDF will open in your chosen viewer and you can save or print it from there.