



City of Ocala, Florida - Renewal - 1 Year 2026-2027

City of Ocala, Florida

110 SE Watula Ave, Ocala, FL 34471, USA
Ocala, FL 34471
United States

Quote created: October 13, 2025

Quote expires: November 28, 2025

Quote created by: Jason Klanac

Enterprise Account Manager

jason.klanac@urbansdk.com

+17705610056

Noel Cooper

ncooper@ocalafl.gov
352-351-6708

Comments from Jason Klanac

Urban SDK will provide **Ocala, FL** with comprehensive Speed, Delay, and Volume data for every roadway.

This includes:

- **Speed Data:** 13 month data backfill derived from connected vehicle data, Urban SDK provides average, 85th percentile, and 95th percentile speeds on each road segment, enabling high-resolution analysis by hour or daily period across functional classes 1–5.
- **Volume Data:** Modeled AADT, AAHT, and VMT data for all functional road classes using machine learning and ground-truth traffic counts to provide daily, hourly, and annual vehicle movement insights across the full road network.
- **Historical Data:** Any historical data supplied will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.
- **Customer Support:** Live chat and email assistance, self-serve knowledge base with how-to articles and videos, and ongoing online training webinars.
- **User Seats:** 5 Administrative Seats

Contract Start Date 01/28/2026

Contract End Date 01/28/2027

Products & Services

Item & Description	Quantity	Unit Price	Total
Insights Plan Base plan for Urban SDK with 13 Months of Historical Data Archive.	1	\$24,500.00 / year / year	\$24,500.00 / year for 1 year
License includes: - Insights Analytics & Reporting - Workspace Data Storage - Studio Map Builder - Public Portfolio to Share Reports			
Monthly Traffic Conditions Data for Functional Road Classes 1-5 - Minimum Speed - Maximum Speed - Average Speed - 50th Percentile Speed - 85th Percentile Speed - 95th Percentile Speed - Speed Difference - Average Speed - Speed Difference - 85th Percentile - Speed Difference - 95th Percentile - Speed Limits			
Traffic Volumes Traffic Volume Data for Functional Road Classes 1-5: - Average Annual Daily Traffic Data (AADT) - Average Annual Hourly Traffic Data (AAHT) - Vehicle Miles Travelled Data (VMT) - Updated Annually - 1 Year Data Archive	1	\$9,365.00 / year for 1 year	\$9,365.00 / year for 1 year
Customer Support - Live Chat & Email Support - Knowledge Base How To Articles and Videos - Online Training Webinars	1	\$0.00 / year	\$0.00 / year for 1 year
Urban SDK User Seat Urban SDK Administrative Access	1	\$1,250.00	\$0.00 after 100% discount

Annual subtotal	\$33,865.00
One-time subtotal	\$0.00
after \$1,250.00 discount	
Q4 Purchase Discount - Florida Promotion (\$13,000.00)	
Total	\$20,865.00

Terms and Conditions

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 100 Ste 100 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions ~~attached~~ available at [Terms and Conditions](#), all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Signature

DocuSigned by:

Ken Whitehead

5677F71E38874F4...
Signature

12/18/2025

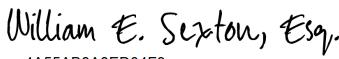
Date

Ken Whitehead

Printed name

Approved as to form and legality:

Signed by:

William E. Sexton, Esq.

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City of Ocala, Florida - Urban SDK License

City of Ocala, Florida

110 SE Watula Ave.

Ocala, FL 34471

United States

Noel Cooper

ncooper@ocalafl.org

352-351-6733

Quote created: November 5, 2024

Quote expires: February 15, 2025

Quote created by: Ross Loehr

Senior Account Executive

ross.loehr@urbansdk.com

+19046545230

Comments from Ross Loehr

Urban SDK will provide the City of Ocala with comprehensive Speed and Volume data for every roadway. This includes:

1. Speed Data: A 12-month data backfill starting from the month before the contract signing, with ongoing monthly reports.
2. Volume Data: Refreshed annually to reflect updated traffic conditions.
3. Historical Data: Any historical data supplied by the City of Ocala will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.

Renewal in year 2 would be subject to a 6% CPI adjustment for a price in year 2 of \$20,670. This CPI adjustment applies annually unless a multi-year agreement is signed in which case the City would be eligible for the Urban SDK "Price Lock" for the term of the contract.

Discounted Pricing Options:**1. 2-Year Agreement:**

A 5% discount on the total contract value for committing to a 2-year agreement paid up front.

This locks in consistent data reporting and analysis over two years, ensuring long-term access to Speed and Volume data at a reduced rate.

2. 3-Year Agreement:

A 10% discount on the total contract value for committing to a 3-year agreement paid up front.

This option provides even greater value with long-term planning and budgeting security, along with continuous data updates and access to historical data integration.

Products & Services

Item & Description	Quantity	Unit Price	Total
Insights Plan Base plan for Urban SDK with 13 Months of Historical Data Archive.	1	\$24,000.00 / year	\$24,000.00 / year for 1 year
License includes:			
- Insights Analytics & Reporting			
- Workspace Data Storage			
- Studio Map Builder			
- Dashboard Builder			
- Public Portfolio to Share Dashboards and Maps			
Monthly Traffic Conditions Data for Functional Road Classes 1-5			
- Average Speed			
- 85% Speed			
- 95% Speed			
Traffic Volumes - AADT Range Estimates Functional Road Classes 1-5	1	\$8,500.00 / year	\$8,500.00 / year for 1 year
- Updated Annually			
- 1 Year Data Archive			
Urban SDK User Seat Urban SDK Administrative Access	5	\$1,250.00 / year	\$0.00 / year after 100% discount for 1 year
Customer Support - Live Chat & Email Support	1	\$0.00 / year	\$0.00 / year for 1 year
- Knowledge Base How To Articles and Videos			
- Online Training Webinars			
		Annual subtotal	\$32,500.00
			after \$6,250.00 discount
		Q1 Purchase Discount- Florida Promo	(\$13,000.00)
		Total	\$19,500.00

Terms and Conditions

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 100 N Laura St, Ste 602, Jacksonville, FL 32202 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

Signature

DocuSigned by:
Ken Whitehead
5677F71E38874F4...
Signature

2/4/2025
Date

Ken Whitehead

Printed name

Modifications to Terms and Conditions approved by Urban SDK Company

Signature:  Micah Dickman

Printed Name: Micah Dickman

Title: VP of Revenue

Date: 1/29/2025

Approved as to form and Legality:

DocuSigned by:
William E. Sexton
570DC1CA8E6E2C9...

William E. Sexton
City Attorney

Terms and Conditions

This website, www.urbansdk.com (the "**site**"), is owned and operated by UrbanSDK, Inc. and our affiliates ("**Urban SDK**", "**we**" or "**us**"). By using the site, services provided on the site, our proprietary software made available to you via the site, or content we make available to you through the services (collectively, "**Services**"), you agree to be bound by the following Terms and Conditions, as updated from time to time (collectively, the "**Terms**").

1. General

GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as "Ordering Document(s)."

2. Services

2.1 General. All services provided by Urban SDK under this Agreement ("Services"), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

2.2 Third-Party Services. As set forth in an Ordering Document, the Services may include Customer's utilization of certain third-party software and data developed and owned by Urban SDK's third party licensors. This software and data is neither sold nor distributed to Customer, and Customer may use it solely as part of the Services and for no other purpose. Customer may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an Ordering Document, Urban SDK and Urban SDK's third-party software and data licensors are not responsible for providing any support in connection with the Services or the third-party software. Customer's use of any such third-party software and data is governed by the third-party software or data licensor's terms as may be referenced and incorporated into an applicable Ordering Document. Customer covenants to comply with the terms of such third-party licensor's terms as if Customer were the licensee.

2.3 Change Orders. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Urban SDK shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

3. Software Services

3.1 Software Services. Urban SDK will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer ("End Users") with access to the software products and related services provided by Urban SDK via a web browser (or mobile application) and identified on the applicable Ordering Document ("Software Services"). During the Term and subject to Customer's compliance with this Agreement, Urban SDK grants Customer the non-exclusive, non transferable, non-assignable, and limited right to allow End Users to remotely access the Software Services for

Customer's internal business purposes in accordance with the terms of this Agreement.

3.2 Restrictions. Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and End Users. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party's Marks, except in Urban SDK's performance of the Services. All use of such Marks by either party will insure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. Professional Services

4.1 Professional Services. Urban SDK may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, "Professional Services") and Deliverables to Customer as set forth in a Statement of Work. "Deliverables" means all Creations that are delivered to Customer by or on behalf of Urban SDK as a part of the Professional Services, together with any items identified as such in a Statement of Work. "Creations" means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers,

records, text, sound recordings, videos, pictures, photographs, audiovisual works, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.

4.2 Acceptance. Any software constituting a Deliverable (each a "Software Deliverable") shall be subject to acceptance by Customer to ensure that it meets the specifications of this Agreement and the applicable Statement of Work. If Customer does not reject any final Software Deliverable within 10 days of delivery, such Software Deliverable shall be deemed accepted. If any final Software Deliverable does not materially meet the applicable specifications, Customer shall notify Urban SDK of such nonconformities in reasonable detail, and Urban SDK will, at no additional cost, use commercially reasonable efforts to promptly correct such Software Deliverable so that it conforms to the applicable specifications. If within 30 days of such Customer notification, any final Software Deliverable still does not meet the specifications, Customer may at any time thereafter, as its sole remedy, terminate the applicable Statement of Work, return the Software Deliverable and all copies thereof to Urban SDK, and receive a refund of any fees or expenses paid in connection with such Software Deliverable.

4.3 Urban SDK Personnel. Urban SDK shall appoint an Urban SDK employee to serve as a primary contact with respect to any Professional Services (the "Urban SDK Contract Manager"). Urban SDK shall also appoint Urban SDK Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, Urban SDK may subcontract parts of the Professional Services to affiliated companies or third parties, provided that Urban SDK shall remain responsible for the performance of the Professional Services. In the event that any Urban SDK's Personnel does not perform to Customer's reasonable satisfaction, Urban SDK shall remove such Urban SDK's Personnel and replace him or her with a similarly qualified Urban SDK Personnel. Urban SDK is responsible for all Urban SDK Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

4.4 License and Consents. Urban SDK shall maintain all necessary licenses and consents and comply with all laws applicable to the provision of the

Professional Services.

4.5 Tools, Labor, Materials and Supplies. Unless otherwise provided in a Statement of Work, Urban SDK shall provide, at its expense, all tools, materials, supplies, labor, and equipment necessary to perform the Professional Services.

5. Rights Reserved

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the "Customer Materials" (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Urban SDK shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services. Deliverables, and all Urban SDK service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Urban SDK. Customer acknowledges that the Software Services in source code form is the Confidential Information of Urban SDK and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Urban SDK. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. Fees and Payment Terms

6.1 Services Fees. For the Services provided under this Agreement, Customer will pay Urban SDK the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in

advance and payable (i) immediately upon invoice if Customer's payment method is on file with Urban SDK, or (ii) if no payment method has been provided to Urban SDK, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. In the event of early termination of this Agreement other than due to Urban SDK's breach, all amounts outstanding that would have otherwise been due through the end of the then-current Term shall automatically be due and payable by Customer upon termination.

6.2 Fee Changes. After the Initial Term, and at the beginning of each Renewal Term thereafter, Urban SDK may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency. Urban SDK may increase pricing and fees on an annual basis by the greater of: (a) six percent (6%) per annum, or (b) the percentage by which the then most-recently published Consumer Price Index in the United States for all Urban Consumers (Index base: 1982/1984 = 100; Index Components: All Items) ("CPI") exceeds the CPI as of the Effective Date or, if later, the immediately preceding change in pricing. Additionally, Upon written notice to Customer at least thirty (30) days prior to effectiveness, Urban SDK may increase the amount of the fees in an Ordering Document relating to, if applicable: (a) data storage and/or relational databases if the applicable cloud data provider has increased the prices paid by Urban SDK for such data storage and/or relational databases, and any such increase shall be proportionate to the increase imposed upon Urban SDK by the applicable utility provider; and (b) the cost of third party Services or services (including software and datasets) performed or provided by a third party that comprise all or some part of the Services including any increases to such costs.

6.3 Late Fees. Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Urban SDK, at its option, may suspend the Services, in whole or in part, if Urban SDK does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

6.4 Taxes. The fees and expenses due to Urban SDK as set forth in this Agreement are net amounts to be received by Urban SDK, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties

incurred by Customer or imposed on Urban SDK in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Urban SDK'S income.

6.5 Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7. Customer Acknowledgements.

7.1 Customer Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Urban SDK neither represents nor warrants that the Software Services will be accessible through all web browser releases. Customer shall take all steps necessary for Urban SDK to perform the Services effectively, including with respect to (a) providing access to Customer's resources or staff as needed to perform the Services; (b) maintaining, testing, configuring, operating, and upgrading Customer's data, applications, server hardware, operating system, environment, and facilities, as applicable, related to the Services.

7.2 Use of Software Services. Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Urban SDK; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Urban SDK; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging,

destroying, disrupting or otherwise impairing Urban SDK', or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Urban SDK systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Urban SDK customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Urban SDK has no obligation to monitor Customer's use of the Software Services. However, Urban SDK may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3 Compliance with Law. Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occur as a direct or indirect result of any act or omission of Customer. Customer will notify Urban SDK immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7.4 Professional Services. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 7.4.

a. Customer Contract Manager. Customer shall cooperate with Urban SDK in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").

b. Access and Assistance; Customer Materials. Customer shall provide such

access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by Urban SDK for the purposes of performing the Professional Services. Customer shall respond promptly to any Urban SDK request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Urban SDK to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Urban SDK may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. Delay in Performance. If Urban SDK's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Urban SDK shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and Urban SDK's obligation to perform will be extended based on Urban SDK's reasonable ability to reallocate resources to performing and such delay may result in reasonable additional fees to the extent Urban SDK incurs additional costs due to the delay.

8. Non-disclosure and confidentiality.

8.1 Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

8.2 Requirement of Confidentiality. The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to

any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by non disclosure obligations at least as restrictive as those set forth in this Section 8; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Urban SDK. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

8.3 Compelled Disclosure. If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

8.4 Customer Data; Data Use. "Customer Data" means information, data and

other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Urban SDK a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Urban SDK's obligations and the exercise of Urban SDK's rights under this Agreement. Customer warrants to Urban SDK that Customer has the right to provide such Customer Data to Urban SDK in accordance with this Agreement. Additionally, Customer agrees that data derived by Urban SDK from Urban SDK's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Urban SDK for any lawful purpose both during and following the Term. De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person or Customer.

8.5 * PUBLIC RECORDS. Urban SDK shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Urban SDK shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Urban SDK does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Urban SDK or keep and maintain public records required by the public agency to perform the service. If Urban SDK transfers all public records to the public agency upon completion of the contract, Urban SDK shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Urban SDK keeps and maintains public records upon completion of the contract, Urban SDK shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon

request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. Limited Warranty; Disclaimers.

Urban SDK represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Urban SDK. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY

ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT URBAN SDK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD-PARTY HARDWARE, SOFTWARE, PRODUCT OR SERVICE INCLUDED WITH ANY OF THE SERVICES.

10. Limitation of Liability

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES,

INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Urban SDK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 11 (Indemnification).

11. Indemnification

11.1 Urban SDK Indemnification. Urban SDK shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriate any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Urban SDK shall have no obligations under this Section 11.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Urban SDK; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Urban SDK in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Urban SDK. If the Services, or any part thereof, become, or in the opinion of Urban SDK may become, the subject of a claim of infringement or misappropriation, Urban SDK may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

11.2 Customer Indemnification. Customer shall defend Urban SDK and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or Urban SDK's receipt or use thereof, infringes any intellectual property right or misappropriate any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Urban SDK to the extent based on such an Action.

11.3 Indemnification Procedures. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner

that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.1 shall not relieve the indemnifying party of its obligations under this Section 11.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

***NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

12. TERM AND TERMINATION.

12.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated as provided for below. Upon the expiration of the Initial Term, the Agreement may be renewed for an additional one (1) year periods (each "Renewal Term"), subject to mutual written agreement of the parties.

12.2 Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

- a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Urban SDK; or
- b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

12.3 Termination of Statement of Work. Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the

other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

12.4 Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Urban SDK hereunder to Customer will immediately cease. Customer must retrieve all of its data from the Software Services within thirty (30) days of the termination or expiration of this Agreement, at which time Urban SDK reserves the right to delete all data.

12.5 Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Urban SDK's or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Urban SDK's liability, or any other terms which by their nature should survive, which provisions will survive such termination.

12.6 TERMINATION FOR NON-FUNDING. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Urban SDK without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

13. GENERAL

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Jurisdiction and venue for purposes of any litigation in connection with this Agreement will be in the relevant federal or state court located in Jacksonville, Florida.

13.2 Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.3 Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 13.3.

13.4 Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.5 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

13.6 Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13.7 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

13.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

13.9 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as

otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 Force Majeure. Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

13.11 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.2 (Restrictions) or Section 8 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.12 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.13 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

13.14 Publicity. While this Agreement is in effect, Customer grants Urban

SDK the right to use Customer's logo and name on Urban SDK's website and promotional materials. Customer shall have the right to require Urban SDK to terminate any such uses at any time by written notice to Urban SDK.

13.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

Support Services Schedule

Support Service Responsibilities

Urban SDK shall provide support services (collectively, "Support Services") for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Urban SDK shall not assess any additional fees, costs or charges for such Support Services.

Urban SDK shall use commercially reasonable efforts to:

1. correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement ("Service Errors") in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
2. provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. Eastern Time on business days;
3. provide unlimited online ticket support outside business hours and on weekends;
4. Provide online access to technical support bulletins and other user support information and forums, to the full extent Urban SDK makes

such resources available to its other customers; and

5. Respond to and resolve Support Requests.

Service Monitoring and Management

Urban SDK shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Urban SDK shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

1. all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Urban SDK provides at no additional charge to its other similarly situated customers; and
2. all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer's or its End Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Requests

Customer shall submit their requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a "Support Request"). Customer shall notify Urban SDK of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification

Description:

Any Service Error Comprising or Causing any of the Following Events or Effects

Critical Service Error

- Issue affecting entire system or single critical production function;

- System down or operating in materially degraded state; or •
- Widespread access interruptions.

High Service Error

- Primary component failure that materially impairs its performance; or
- Data entry or access is materially impaired on a limited basis.

Medium Service Error

- Software Services are operating with minor issues that can be addressed with a work around.

Low Service Error

- Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

Escalation

With respect to any Critical Service Error Support Request, until such Support Request is resolved, Urban SDK shall escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Urban SDK support personnel.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Urban SDK does or is required to perform any Software Services, Urban SDK shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Urban SDK's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the

Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Urban SDK's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

Termination Rights

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Urban SDK with no liability, obligation or penalty to Customer by reason of such termination.

Changelog

- Revision published September 9, 2022

September 1, 2024

Urban SDK, Inc.
100 North Laura St, Ste 602
Jacksonville, FL, 32202

Subject: Sole Source Procurement Justification for Urban SDK's Speed, Volumes, and Traffic Calming Solution

To whom this may concern:

I am writing to provide a comprehensive justification for the selection of Urban SDK as the sole source provider for the implementation of a Speed, Volumes, and Traffic Calming Solution.

This procurement document underscores the exceptional qualities and capabilities of Urban SDK's solution, with a specific emphasis on the exclusive nature of our offering. The data and software can only be accessed and purchased directly from Urban SDK. This is done to ensure our customers receive the highest level of support and service in conjunction with our program.

Uniqueness of Product & Services:

Urban SDK offers a proprietary data analysis, visualization, and aggregation platform that is unparalleled in the industry. The system enables organizations to consolidate all data sources onto a single platform, including premium data provided by the contractor at no additional cost to the client. The data is presented through dynamic dashboards, geospatial maps, and can also be downloaded in CSV format. Crucially, all data sets provided in the Urban SDK Platform feature automated federal

performance measures, used for meeting reporting requirements. Urban SDK's platform is the sole solution on the market to provide near real-time data sets, speeds on all roadways, volumes on all roadways, automated performance measures, GIS visualization, custom dashboarding, geospatial data management, and data shareability features. Furthermore, Urban SDK proactively updates the platform to align with client needs, delivering these updates free of charge to all existing clients every two weeks. The platform supplies all essential datasets to MPOs, counties, and cities for their traffic calming initiatives, safety plans, LRTP, TDM, CMP, TIP, and corridor analysis. In addition, it equips these agencies with invaluable tools, including Studio (GIS mapping), Dashboard Builder (performance measures), sharing links (community outreach), Workspace (data storage and management), and Route Builder (corridor studies). Urban SDK complements these offerings with a dedicated team of GIS Analysts, Engineers, Data Scientists, and Planners, ensuring comprehensive support throughout the entire contract.

Research:

Urban SDK's unmatched data and analytics planning capabilities are the result of extensive research spanning the last five (5) years. Urban SDK has identified a critical gap in the market, making our solution the sole true "turnkey" offering for traffic and transportation planning organizations. Notably, our pricing structure, rapid enhancement pace, diverse dashboards and maps, multi-data streams, developer API, and safety forecasting algorithm represent innovations that are unmatched in the industry.

Benefit:

Urban SDK's platform is tailored to address a multitude of challenges faced by MPOs, Counties, and Cities in traffic management and transportation planning. It streamlines tasks such as traffic calming, validation of speeding complaints, safety planning, LRTPs, CMPs, federal reporting, corridor analysis, data management and collection, meeting federal deadlines, data visualizations, data organization, onboarding of new staff, fostering transparency across organizations and teams,

and community outreach. The platform is designed not merely as a staff tool but also as a means to enhance community planning.

Firm Expertise:

Urban SDK was developed by transportation planners and traffic engineers, in collaboration with personnel from MPOs, Counties, Cities, and engineering firms. Our extensive clientele includes a wide array of organizations in the transportation sector, including the Kentucky Transportation Cabinet, Florida Department of Transportation, Santa Fe MPO, Miami-Dade TPO, North Florida TPO, Broward County, Hillsborough County, City of Longboat Key, City of Germantown, and numerous others. Every facet of the Urban SDK Platform has been refined based on customer feedback to amplify efficiency across the traffic and transportation planning landscape throughout the United States.

In conclusion, Urban SDK's Speed, Volume, and Traffic Calming Solution is characterized by its unique data and software capability, accessible exclusively through Urban SDK. We hereby request the necessary approvals to proceed with the sole source procurement of Urban SDK's solution, confident that it will significantly elevate your traffic management and planning capabilities.

Should you require any further information or have inquiries, please do not hesitate to contact me.

Sincerely,

Mica Dickma

Micah Dickman
Director of Procurement and Revenue
Urban SDK, Inc.
Micah.Dickman@urbansdk.com
678-793-1627

Urban SDK II Security Questionnaire			
addresses many of these frequently asked questions (FAQs). We will gladly answer/elaborate on any inquiries not listed in this document, should your team need further clarification.			
	Vendor Name:	Urban SDK	
	Vendor Contact:	Micah Dickman	
	Vendor Phone:	(904) 337-9836	
	Vendor Email:	sales@urbansdk.com	
	Last Updated:	August, 2023	
Question	Urban SDK Respons	Elaboration	
Document Requests and Information Security Policies			
Does Urban SDK have an Information Security Code of Conduct or Charter?	Yes		
Does Urban SDK have individual(s) that are responsible for their IT Security Program?	Yes		
Does Urban SDK have a Risk Management Program that includes IT related risks?	Yes		
Please attach a copy of your latest penetration test and/or vulnerability assessment report			
Does Urban SDK regularly engage third parties to perform security evaluations of their systems? (e.g., CJI, PII, PHI, PFI, CHD, research and development data)?	Yes	AWS managed services	
protected criminal justice information (CJI)? Has an FDLE Cloud Implementation Plan been	No		
protected health information (PHI)? Has a Business Associate Agreement been signed?	No		
Is the solution designed to comply with PCI, HIPPA, CJIS and other requirements?	Yes		
Does Urban SDK outsource management or support of the solution?	No	CJIS	
Does Urban SDK have processes to monitor changes to regulations, and to implement applicable changes in a timely manner?	Yes	Yes	
Is the solution hosted vendor-hosted or SaaS, IaaS, or PaaS based?	SaaS		
If yes to 1.9, does the security design of the solutions infrastructure allow for segregation of each customer's application environment and data?	Yes		
Asset Management			
Do you maintain an inventory of all hardware and software assets, including ownership?	Yes		
Do you have an information classification scheme and process designed to ensure that information is protected according to its confidentiality requirements?	Yes		
Do you maintain an inventory or map of data flows between both internal and external information systems?	Yes		
Governance			
Do you have an information security policy that has been approved by management and communicated to all applicable parties?	Yes		
Do you have an information security policy exception process that includes formal acceptance of risk by the risk owner?	Yes		
Do you have a process for reviewing your information security policy at least biennially?	Yes		
Do you regularly perform security threat and risk assessments on critical information systems using an industry-standard risk assessment methodology?	Yes		
Have you designated an individual, who is at least at a manager level, who is responsible for information security activities?	Yes		

Do you have a process designed to monitor changes to regulations and ensure compliance with relevant security requirements?	Yes		
Supply Chain Risk Management			
Do you perform security assessments on potential suppliers prior to entering into agreements with them?	Yes		
Do your agreements with suppliers include appropriate measures designed to meet security requirements?	Yes		
Do you regularly evaluate suppliers to ensure that they are meeting their security obligations?	No		
Identity Management, Authentication, and Access Control			
Is all access to information systems formally approved by the appropriate asset owner?	Yes		
Can all access to information systems be traced to unique individuals?	Yes		
Are all access rights to information systems regularly reviewed for appropriateness by the asset owners?	Yes		
Are all access rights to information systems immediately revoked upon employee/contractor termination or change of role?	Yes		
Do you restrict and control the use of privileged accounts through the use of a Privileged Account Management system or equivalent controls?	Yes		
Do you manage access permissions and authorizations, incorporating the principles of least privilege (or "need to know") and separation of duties?	Yes		
Does the solution operate on the premise that "access that is not explicitly authorized is forbidden"?	Yes		
Do you require the use of multi-factor authentication for all remote access to organizational data, including email?	No		
Do you require the use of multi-factor authentication for all administrative access to cloud-based information systems?	No		
Does the solution allow the use of generic ID's & logins for access?	No		
Does the solution support role based access control	Yes		
Does the solution have a configurable, automatic logoff feature after a period of inactivity?	Yes		
Does the solution require secure methods of access (SSH, etc.) for technical support or 3rd party access?	NA		
Does the solution have functionality to identify inactive accounts?	Yes		
Does the solution integrate with Active Directory (Azure) AD for user authentication?	No		
Does the solution support the use of mobile devices?	Yes		
Does the solution provide various levels of security based on the classification of data?	NA		
Does the solution allow for restriction of access based on source IP address?	No		
Does the solution require unique user IDs for each user?	Yes		
Does the solution require both a unique user ID & password for authentication?	Yes		
Does the solution support the use of complex passwords?	Yes		
Does the solution avoid the use of "default" passwords?	Yes		
Does the solution have configurable settings for password history & change requirements?	No		
Does the solution include configurable account lockout settings?	No		
Are the Passwords unreadable during login?	Yes		
Are the Passwords always encrypted in storage?	Yes		

Are all "default" passwords changed during system installation?	Yes		
Human Resource Security & Unauthorized Access to Data			
Do you have an information security awareness program designed to ensure that all employees and contractors receive security education as relevant to their job function?	Yes		
Do you conduct regular phishing simulation tests of your employees?	Yes		
Do you conduct appropriate background checks on all new employees based on the sensitivity of the role that they are being hired for?	No		
Do you require all new employees and contractors to sign confidentiality agreements?	Yes		
Does Urban SDK's workforce understand their responsibilities regarding the copying and disclosing of sensitive information?	Yes		
Data Security			
Do you require that all removable media, which may contain organizational data, is encrypted?	Yes		
Do you require that all media, including hardcopies, containing organizational data is disposed of securely when no longer required?	Yes		
Have you implemented data loss prevention tools?	Yes		
Do you employ full disk encryption on all laptops?	No		
Do you encrypt databases?	Yes		
Does Urban SDK have methods to identify data leaving the organization in an unauthorized manner?	Yes		
System & Software Acquisition, Development, & Change Control			
Are information security requirements defined for all new information systems, whether acquired or developed?	Yes		
Are development and testing environments separate from the production environment?	Yes		
Is data used for development and testing protected through anonymization?	Yes		
Are information security requirements tested to ensure that they function as designed?	Yes		
Are your applications developed with secure coding practices, including the OWASP Top 10 Most Critical Web Application Security Risks?	Yes		
Are your web applications protected by an application layer firewall?	Yes		
Do you incorporate threat modeling into application design?	Yes		
Is application source code tested for vulnerabilities using source code reviews or static application security testing?	Yes		
Are new information systems scanned for vulnerabilities prior to deployment?	Yes		
Do you monitor and restrict the installation of unauthorized software?	Yes		
Does Urban SDK closely manage outsourced software development processes?	NA		
Does Urban SDK have separate development, test & production environments for programming?	Yes		
Is a detailed security testing of the application, including peer review, part of the software development process?	Yes		
Do change management procedures include testing & approval of code changes prior to implementation?	Yes		
Does Urban SDK conduct continuous testing to ensure that code changes to the application do not introduce vulnerabilities?	Yes		
Does Urban SDK provide information regarding 3rd party applications that solution utilizes?	NA		

Does Urban SDK use the minimum information or data necessary for solution setup & ongoing processing?	Yes		
Does Urban SDK solution include de-identifying confidential data (if applicable) used for testing?	NA		
Does Urban SDK environment utilize methods to detect & block application level software attacks?	Yes		
Physical and Environmental Security			
Are physical security perimeter controls implemented around sensitive locations such as data centers?	NA	Amazon AWS compliance covers this section	
Are all visitors appropriately identified, logged, and escorted while in sensitive locations?	NA	Amazon AWS compliance covers this section	
Has an ISO, SSAE16 or SOC II audit of data center controls been performed?	NA	Amazon AWS compliance covers this section	
As per question 1.3, Is a current SOC II Type II or other like kind report available for review?	NA	Amazon AWS compliance covers this section	
Does the physical controls for the data center facilities, include controls such as locks, keys, video surveillance and related physical security access controls?	NA	Amazon AWS compliance covers this section	
Does the physical controls for the data center facilities, include controls such as backup power supplies, generators, etc.?	NA	Amazon AWS compliance covers this section	
Does Urban SDK have policies & processes in place for the secure disposal and reuse of IT equipment?	NA	Amazon AWS compliance covers this section	
Information Protection Processes and Procedures			
Are security configuration baselines defined and implemented for all endpoints and network devices?	Yes		
Do you use automated tools to verify that endpoints and network devices comply with their baselines?	Yes		
Do you segregate your network into zones based on trust levels, and control the flow of traffic between zones?	Yes		
Do you control the transfer of information to external parties through authentication and encryption?	Yes		
Are all changes to information systems recorded, planned, and tested?	Yes		
Are all information systems that are susceptible to malware protected by up-to-date anti-malware software?	Yes		
Do you have a backup and recovery process designed to ensure that data can be recovered in the event of unexpected loss?	Yes		
Do you segregate wireless network access for BYOD and guest access from your production network?	Yes		
Do you enforce containerization on all mobile devices that may contain organizational data, including email, whether those devices are owned by the organization or by employees?	No		
Do you have the capability of deleting all organizational data from mobile devices, whether owned by the organization or by employees, in the event that the device is lost or stolen?	Yes		
Do you monitor external sources, such as vendor bulletins, for newly identified vulnerabilities and patches?	Yes		
Do you evaluate, test, and apply information system patches in a timely fashion according to their risk?	Yes		
Data Protection & Protective Technology			
Have security event logging requirements been defined, and are all information systems configured to meet logging requirements?	Yes		

Are security event logs protected and retained per defined logging requirements?	Yes		
Have you deployed intrusion detection or prevention systems at the network perimeter?	Yes		
Have you deployed tools to limit web browsing activity based on URL categories?	No		
Have you deployed controls to detect and mitigate denial of service attacks?	Yes		
Does the solution provide encryption of data at rest?	Yes		
Is data at rest encrypted using at least a 256 bit encryption key?	Yes		
Does the solution use known secure encryption algorithms with strong keys?	Yes		
Are there management policies & procedures in place to protect the use & storage of cryptographic keys (PKI)?	Yes		
Are data encryption policies enforced for all workstations & laptops that store confidential information?	Yes		
Is any data housed, stored or located outside of the continental United States?	No		
Does the solution securely transmit data over public networks?	No		
Does the solutions use HTTPS/TLSv1.2 256 bit or better protection for data in transit?	Yes		
Does the solution transmit bulk data in flight via secure methods (e.g., secure VPN, SFTP, SCP, FTPS, etc.)?	No		
Does the solution support the use of email encryption if confidential data is emailed (e.g., TLS, PGP, etc.)?	Yes		
Security Continuous Monitoring & Login Auditing			
Have you deployed automated tools to collect, correlate, and analyze security event logs from multiple sources for anomalies?	Yes		
Do you monitor privileged user activity to detect potential security events?	Yes		
Do you monitor user activity to detect potential security events?	Yes		
Are security alerts monitored 24x7?	Yes		
Do you employ automated tools to scan information systems for vulnerabilities on a regular basis?	Yes		
Do you perform penetration tests on all web applications and services, in accordance with standard penetration testing methodologies?	Yes		
Does the solution record all exceptions & security relevant events in application & system logs?	Yes		
Are all audit logs secure from modifications?	Yes		
Are the application audit logs recorded?	Yes		
Are the logs regularly reviewed to examine user ID's, dates & times of log on & log off, login failure events, etc.?	Yes		
Are the system logs reviewed at a defined frequency & retained for as long as required?	Yes		
Information Security Incident Management & Disclosure of Security Breaches			
Do you have a formal, documented security incident response plan?	Yes		
Do you conduct regular tests of your security incident response plan?	Yes		
Are all security incidents recorded, classified, and tracked?	Yes		
Are forensic investigations conducted as part of incident response?	No		
Does Urban SDK have procedures to notify the Client following the discovery of a breach without reasonable delay?	Yes		

Does the disclosure notification include the identification of data & each individual whose private data has been, or is reasonably believed to have been accessed, acquired, or disclosed during the breach?	Yes		
When a breach is discovered, does Urban SDK assign ownership of a breach for reporting purposes?	Yes		
Privacy			
Do you have a data retention policy and process that is designed to meet relevant privacy regulations?	Yes		
Do you maintain an inventory and mapping of where all personal data is stored that includes cross-border data flows?	No		
Disaster Recovery, Business Continuity & System Availability			
Does Urban SDK have a developed & documented Disaster Recovery and Business Continuity Plans?	Yes		
Has the Disaster Recovery Plan been tested within the last year? If not, when?	Yes		
Does the solution have a disaster recovery plan and procedures?	Yes		
Are the backups encrypted using 256 bit AES encryption or better?	Yes		
Does Urban SDK have measures in place to assure system availability (Either Cloud-based &/or on premise including data mirroring, redundant systems,etc.)	Yes		
Does the system availability solution meet the business owner's system availability requirements?	Yes		
Does the system availability solution support the use of third-party backups?	Yes		
Does Urban SDK actively manage services that are contracted/outsourced to third parties (such as in the Cloud - SaaS, IaaS or PaaS), that can impact availability?	Yes		
Anti-malware and Vulnerability Management			
Does the solution support the use of anti-malware protection?	Yes		
Does Urban SDK have processes to monitor & manage system vulnerabilities to mitigate malware?	Yes		
Does Urban SDK have a comprehensive patch & vulnerability management program to include internal systems as well as external services, software & products along with reliable customer notifications?	Yes		
Does Urban SDK scan for system vulnerabilities on a continuous or regular basis?	Yes		
Does Urban SDK have procedures in place to determine if assets have been compromised?	Yes		
Does Urban SDK have a patch management program that includes testing patches prior to implementation?	Yes		
Does Urban SDK have a configuration management program?	Yes		
Data Life Cycle Controls			
Does Urban SDK agree to end of contract separation provisions related to data?	Yes		
Does Urban SDK have a defined process for secure disposal of customer's data?	Yes		

6 1 U20L4

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PRODUCER Sihle Insurance Group 1021 Douglas Avenue Altamonte Springs FL 32714	2:1 CT Certificate Team PAJHcoNNEo Ext: 407-869-0962 =AJ=c=N=FAX=	
	MDA J=ss: Info sihle.com	
INSURED Urban SOK, Inc. 100 N. Laura Street Suite 602 Jacksonville FL 32202	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Ohio Security Insurance Company	24082
	INSURER B: Clear Blue Specialty Insurance Company	37745
	INSURER C: Technology Insurance Company	42376
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 533514861		REVISION NUMBER:				
INSR LTR	TYPE OF INSURANCE	ADDL INSD	UBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR			BZS63328978	6/1/2024	6/1/2025	EACH OCCURRENCE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO R OWNED AUTOS ONLY SCHEDULED AUTOS AUTOS ONLY HIRED NON-OWNED AUTOS ONLY AUTOS ONLY			BZS63328978	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE OED RETENTION\$						BODILY INJURY (Per person)	\$
C	WORKERS COMPENSATION ANY PROPRIETOR/PARTNER/EXECUTIVE AND EMPLOYERS LIABILITY OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC4269732	6/1/2024	6/1/2025	EACH OCCURRENCE	\$
	PER STATUTE OTHER							
B	Professional Liability Cyber Liability			AX01307503 BZS63328978	7/27/2023 6/1/2024	7/27/2024 6/1/2025	E.L. EACH ACCIDENT	\$1,000,000
	E.L. DISEASE - EA EMPLOYEE						\$1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
						Each Claim	\$2,000,000	
						Each Claim	\$2,000,000	
						Annual Aggregate	\$2,000,000	

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
FOR INFORMATION ONLY		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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Envelope Id: C07B6195-7937-4089-BC04-8CF44717F92B

Status: Completed

Subject: FOR SIGNATURE - Traffic Data Software License Agreement (ENG/250371)

Source Envelope:

Document Pages: 36

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

EnvelopeD Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

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1/29/2025 4:13:34 PM

Holder: Porsha Ullrich

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pullrich@ocalafl.gov

Storage Appliance Status: Connected

Pool: StateLocal

Location: Docusign

Pool: City of Ocala - Procurement & Contracting

Signer Events

Signature

Micah Dickman

micah.dickman@urbansdk.com

VP of Revenue

Security Level: Email, Account Authentication
(None)

Signed by:



B046159187FB431...

Signature Adoption: Pre-selected Style

Using IP Address: 173.12.130.86

Timestamp

Sent: 1/29/2025 4:18:11 PM

Viewed: 1/29/2025 4:18:36 PM

Signed: 1/29/2025 4:18:56 PM

Electronic Record and Signature Disclosure:

Accepted: 1/29/2025 4:18:36 PM

ID: 7660ed99-030e-449a-888f-39ccca105890

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



B07DCFC4E86E429...

Sent: 1/29/2025 4:18:57 PM

Viewed: 2/4/2025 1:55:08 PM

Signed: 2/4/2025 2:21:40 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:



5677F71E38874F...

Sent: 2/4/2025 2:21:42 PM

Viewed: 2/4/2025 2:22:16 PM

Signed: 2/4/2025 2:25:10 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/29/2025 4:18:11 PM
Certified Delivered	Security Checked	2/4/2025 2:22:16 PM
Signing Complete	Security Checked	2/4/2025 2:25:10 PM
Completed	Security Checked	2/4/2025 2:25:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Certificate Of Completion

Envelope Id: 5380CA72-9167-4A8B-B551-30355C5C0B26 Status: Delivered

Subject: FOR SIGNATURE - 2026-27 Renewal - UrbanSDK Software License (ENG/250371)

Source Envelope:

Document Pages: 44

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

EnvelopeD Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

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12/12/2025 9:05:15 AM

Holder: Patricia Lewis

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Pool: StateLocal

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Signer Events

Signature

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

Security Level: Email, Account Authentication
(None)


Signed by:
William E. Sexton, Esq.
4A55AB8A8ED04F3...

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

Sent: 12/12/2025 9:07:30 AM

Viewed: 12/12/2025 10:26:49 AM

Signed: 12/12/2025 10:28:17 AM

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 9:02:35 AM

ID: 313dc6f2-e1d0-44c3-8305-6c087d6cdf0b

Ken Whitehead

kwhitehead@ocalafl.org

Assistant City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)


DocuSigned by:
Ken Whitehead
5677F71E38874F4...

Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 12/12/2025 10:28:18 AM

Viewed: 12/12/2025 4:12:02 PM

Signed: 12/18/2025 3:57:42 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jason Klanac

jason.klanac@urbansdk.com

Security Level: Email, Account Authentication
(None)


Signed by:
Jason Klanac
5677F71E38874F4...

Electronic Record and Signature Disclosure:

Accepted: 12/18/2025 4:05:30 PM

ID: b5713297-deb2-4762-aa2c-a07424553292

Sent: 12/18/2025 3:57:44 PM

Viewed: 12/18/2025 4:05:30 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/12/2025 9:07:30 AM
Certified Delivered	Security Checked	12/18/2025 4:05:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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