

MASTER IMPLEMENTATION SERVICES AGREEMENT

This Master Implementation Services Agreement ("**Agreement**") is dated as of this \_\_\_\_\_ ("**Effective Date**") and entered into between **Spatial Business Systems LLC ("SBS")**, a Delaware limited liability company, and **City of Ocala** ("**Customer**"), a Florida municipal corporation. This Agreement governs SBS's provision of Implementation Services with respect to SBS's proprietary Software (each as defined below). The parties agree as follows:

**1. DEFINITIONS.**

**1.1 "Affiliate"** means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

**1.2 "Customer Materials"** means the software, content, data, and information submitted by or for Customer, in any format, pursuant to this Agreement.

**1.3 "Custom Deliverables"** means any software, hardware, information, materials, concepts, systems, procedures, designs, works of authorship, inventions, algorithms, tools or other technology Made by SBS for Customer under this Agreement and expressly designated in a Statement of Work as "Custom Deliverable Owned by Customer".

**1.4 "Deliverables"** means the customized documentation, training materials, reports, schedules, test summaries, and other documentation Made by SBS for Customer pursuant to a Statement of Work.

**1.5 "Fees"** means any fees outlined in a Statement of Work, including without limitation, fees for the Implementation Services.

**1.6 "Implementation Services"** means implementation services, customization services, data migration services, consultant services, and other related services, to the extent identified in a Statement of Work.

**1.7 "Improvements"** means all modifications, revisions, enhancements, improvements, updates, upgrades, new versions, adaptations, or derivatives (including derivative works).

**1.8 "Intellectual Property Rights"** means all trade secrets, copyrights, trademarks, trade names, service marks and other Intellectual Property Rights throughout the world.

**1.9 "Made"** means made, authored, created, derived, developed, written, invented, conceived, reduced to practice or otherwise generated.

**1.10 "SBS Technology"** means development tools, know-how, methodologies, processes, technologies, or algorithms used in or developed during the provision of the Implementation Services and all intellectual property and data created as during the Implementation Services.

**1.11 "SBS Background IP"** means the Software, SBS Technology, and any other software, hardware, information, materials, concepts, systems, procedures, designs, works of authorship, inventions, algorithms, tools or other technology (a) owned, licensed, or controlled by SBS as of the Effective Date, (b) acquired, developed, created, licensed outside of this Agreement at any time, and (c) any Improvements Made to, on, or of either (a) or (b) by either party either acting alone or jointly with the other party or any third party.

**1.12 “Statement of Work”** means any order document or form executed by SBS and Customer identifying the Implementation Services to be provided and Fees to be paid under this Agreement.

**1.13 “Software”** means any software products provided under an SBS end user license agreement, including any add-in modules to the software, any Improvements thereto.

## **2. IMPLEMENTATION SERVICES.**

**2.1 Provision of Services.** Subject to the terms and conditions of this Agreement, SBS shall provide the Implementation Services ordered by Customer in the applicable Statement of Work pursuant to the terms of such Statement of Work and this Agreement. The initial Statement of Work is attached to this Agreement as **Exhibit A**. Each Statement of Work shall be incorporated by reference into this Agreement. If Customer requires a separate purchase order, no terms and conditions set forth in a Customer purchase order shall be binding on SBS unless accepted in writing by SBS, and SBS hereby objects to and rejects all terms and conditions not so accepted. If a Statement of Work indicates that any Customer Affiliates or Customer’s third-party contractors will be receiving Services hereunder, Customer shall remain responsible for compliance by each of its Affiliates and/or third-party contractors (as applicable) receiving any Services with all applicable terms and conditions of this Agreement unless each Customer Affiliate becomes a party to this Agreement. At the start of the deployment planning, Customer and SBS may develop a mutually agreed upon deployment plan that shall be detailed in the applicable Statement of Work. Each party shall designate a project lead with the qualifications, expertise, and knowledge who is authorized by that party to act as a liaison between Customer and SBS and assume the responsibilities detailed in Section 2.4 below (“**Project Lead**”).

**2.2 SBS Responsibilities.** Performance of the Implementation Services includes SBS’s undertaking of the responsibilities set forth in this Section 2 as reasonably applicable to the Implementation Services being performed. SBS reserves the right to subcontract any or all portions of the Implementation Services that SBS is obligated to perform. SBS shall remain responsible for for all of its subcontractors.

**2.3 Customer Responsibilities.** Completion of the Implementation Services by SBS is contingent upon Customer fulfilling the responsibilities set forth in this Section 2. Customer shall complete all necessary arrangements set forth in the Statement of Work or the applicable Statement of Work prior to the commencement of the Implementation Services. Customer shall make knowledgeable staff available to SBS promptly upon a request to provide background information and clarification of information required to perform the Implementation Services. Documentation and information provided to SBS staff by Customer must be accurate, complete and up-to-date. Customer shall assign system administrators and operators available by phone for the duration of the provision of Implementation Services. Should the project plan rely on electronic/network transfer of data, Customer shall provision and enable any network components or Implementation Services required to facilitate the data transfer. Where applicable, Customer shall provide security passes to allow SBS access, and the ability to enter and leave Customer facilities, with laptop personal computers and any other materials related to the Implementation Services. If required by SBS, Customer shall participate in testing as directed by SBS.

**2.4 Joint Project Management Responsibilities and Tasks.** Both SBS and Customer Project Leads shall ensure the responsibilities and tasks set forth in this Section are met as are reasonably applicable to the Implementation Services being performed. Each Project Lead shall ensure that an authorized representative of its respective party shall approve documents and specifications in accordance with this Agreement. The Project Leads shall work together to:

- (a) coordinate, schedule and monitor all resources and activities related to the Implementation Services;
- (b) coordinate and monitor all project change process activities related to the Implementation Services;

- (c) act as the focal points for communications between Customer and SBS during the provision of all Implementation Services;
- (d) attend SBS and Customer status meetings, as applicable; and
- (e) upon becoming aware of a situation which may delay, or threatens to delay, the timely performance of the Implementation Services, promptly initiate the project change process as described in this Agreement, to address the potential delay.

**2.5 Project Change Process.** Either party may initiate change requests. Any change to the scope of the Implementation Services shall be coordinated with the parties Project Leads and agreed to by the parties. The reasons for a change may include: Customer requests; regulatory changes; changes in technical scope; or other detail program issues or requirements. The Project Lead of the party initiating a change shall submit each change request to the other party's Project Lead, and then both Project Leads shall review such request for validation.

**3. ADDITIONAL AGREEMENTS.** This Agreement only provides for SBS's Implementation Services and does not provide a license to the Software. Customer's license to the Software is set forth in the applicable end user license agreement, each of which are available at <https://www.spatialbiz.com/eula/> and [URL] (the "EULA"). If for any reason Customer has not entered into the EULA at the time Customer enters into this Agreement, then by entering into this Agreement, Customer agrees to enter into and be bound by the terms of the EULA. The EULA forms a separate and direct agreement between Customer and SBS and exclusively governs Customer's license to and use of the Software. The terms of the EULA will apply to the Software provided under the EULA but will not otherwise apply to Customer's access to or use of the Deliverables or Custom Products provided under this Agreement.

#### **4. FEES AND PAYMENT TERMS.**

**4.1 Price.** SBS shall invoice and Customer shall pay the Fees for the Implementation Services set forth in the applicable Statement of Work in accordance with terms and milestones set forth in the applicable Statement of Work. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to SBS under this Agreement (excluding any taxes arising from SBS income or any employment taxes). Fees for any Implementation Services requested by Customer that are not set forth in a Statement of Work will be charged as mutually agreed to by the parties in writing. All payments received by SBS are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States Dollars.

**4.2 Expenses.** Customer shall pay all expenses incurred by SBS in relation to the performance of the Implementation Services, including travel, lodging, and related expenses, as further set forth in the applicable Statement of Work. SBS shall comply with Customer's expense reimbursement policies, if any, provided the same are provided to SBS in writing prior to the commencement of any Implementation Services.

**4.3 Payment.** Unless the applicable Statement of Work provides otherwise, Customer shall pay the Fees within thirty (30) days following Customer's receipt of each invoice. All past due invoices will accrue interest at a rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is lower. SBS may suspend the provision of all Implementation Services until such time as Customer pays all past due amounts. If Customer is habitually delinquent in its payments, SBS may, upon written notice to Customer, (a) terminate this Agreement for breach without an opportunity to cure, or (b) the payment terms shall be modified to require full payment before the provision or continued use of all Implementation Services (both currently contracted and scheduled future provisioned) or require other assurances to secure Customer's payment obligations hereunder.

## 5. PROPRIETARY RIGHTS.

**5.1 Customer Materials.** Customer shall provide SBS all Customer Materials necessary for SBS to perform the Implementation Services. As between the parties, Customer owns all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Customer grants SBS a royalty free, non-exclusive, non-transferable (except as permitted by Section 11.2), right and license to use the Customer Materials as necessary to perform its obligations under this Agreement. Customer further authorizes SBS to (a) access and use Customer Materials that do not include personal information following the completion of the Implementation Services identified in a Statement of Work as necessary to provide Customer with mutually agreed upon support and maintenance services and (b) aggregate a de-identified version of the Customer Materials with similar data from other customers and third parties to create datasets and models to further develop SBS's offerings ("**Training Datasets**"), provided that the Training Datasets shall not identify Customer or include any personal information. As between the parties, SBS owns all Training Data it creates.

**5.2 Background IP and Deliverables.** As between the parties, SBS owns all right, title, and interest in and to the SBS Background IP and Deliverables, including all Intellectual Property Rights therein and relating thereto, and all Improvements Made by or on behalf of SBS relating thereto.

**5.3 License to Deliverables.** Subject to payment of all applicable Fees when due, SBS grants to Customer a non-exclusive, perpetual, non-transferable, worldwide license to use, for its own internal business purposes, any Deliverables provided to Customer by SBS under this Agreement. Customer may sublicense use of any Deliverables to its Affiliates and third-party contractors, provided that Customer remains responsible for its Affiliates' and third-party contractors' use of the Deliverables in accordance with the terms and conditions of this Agreement. Customer agrees not to sublicense, lease, sell, rent, loan or otherwise transfer the Deliverables or any SBS Background IP to any third party or otherwise use or copy the Deliverables or any SBS Background except as expressly allowed in this Section 5.3 or Section 5.5.

**5.4 General Knowledge; Feedback.** Customer agrees that SBS is free to disclose aggregate measures of usage and performance, and to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Implementation Services hereunder, including that it could have acquired performing the same or similar services for another customer. If either party provides any general suggestions, ideas, or other feedback about the other party or the other party's products, services, or offerings ("**Feedback**"), the other party may use and otherwise act on Feedback with no financial, credit, confidentiality or other obligation to such party, but is not obligated to use Feedback in any way.

**5.5 Custom Deliverables.** As between the parties, Customer owns all right, title, and interest in and any Custom Deliverables, including all Intellectual Property Rights therein and relating thereto. Subject to Customer's payment of all applicable Fees, SBS hereby (a) assigns to Customer all right, title, and interest worldwide in and to the Custom Products, including all Intellectual Property Rights therein, but excluding SBS Background IP, and (b) grants to Customer a non-exclusive, perpetual, worldwide, fully-paid right and license, to use all SBS Background IP incorporated into any Custom Deliverables solely to the extent necessary to use the Custom Deliverables, on the condition that Customer does not reproduce, distribute, or use SBS Background IP other than as incorporated in the Custom Deliverables. The license to SBS's Background IP granted in subsection (b) of this Section 5.5 specifically excludes a license to the Software.

**5.6 Reservation of Rights.** Any rights not expressly granted to Customer hereunder are reserved by SBS. No license under any Intellectual Property Rights is deemed to be granted by either party under any of its Intellectual Property Rights except as otherwise expressly provided in the Agreement.

**6. TERM AND TERMINATION.**

**6.1 Term.** The initial term of this Agreement shall begin on the Effective Date and shall continue, unless earlier terminated as set forth in this Section 6, until the Implementation Services under all Statements of Work are complete (the “Term”). This Agreement shall automatically terminate if there are no Statements of Work active or pending for a period of one hundred twenty consecutive days.

**6.2 Termination for Cause.** A party may terminate this Agreement or a Statement of Work upon notice if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within 30 days after being provided with written notice of such breach.

**6.3 Effects of Termination.** Upon the effective date of termination of this Agreement: (a) all amounts owed to SBS under this Agreement before such termination will be due and payable in accordance with Section 3, (b) all Statements of Work will terminate and SBS shall cease providing the Implementation Services, and (c) within 30 days after such termination, each party shall return or destroy all Confidential Information of the other party in its possession and shall not make or retain any copies of such Confidential Information, except (i) as required to comply with any applicable legal or accounting record keeping requirement, (ii) as necessary to perform its obligations or exercise its rights under this Agreement or the EULA (including as provided in Section 5.1), or (iii) that a party may retain Confidential Information in a party’s archived backup files. In case of termination by either party for any reason, Customer shall pay all Fees owed for all Implementation Services rendered through the effective date of termination and for all noncancellable costs and expenses incurred in performing those Implementation Services. In addition to the foregoing, if SBS terminates this Agreement for Customer’s uncured breach in accordance with Section 6.2, Customer shall also be responsible for payment of the amounts owed for the next milestone, as set forth in the applicable Statement(s) of Work. Sections 4, 5, 6.3, 7.3, 8, 9, 10, and 11 shall survive termination of this Agreement.

**7. WARRANTY; DISCLAIMERS.**

**7.1 Performance Warranty.** SBS warrants to Customer that the Implementation Services will be performed in a professional manner consistent with industry standards. If Customer notifies SBS of a breach of the foregoing warranty (specifying the breach in reasonable detail) within ten (10) business days after SBS performs the non-conforming Implementation Services, SBS shall, at its own expense and as its sole obligation and Customer’s exclusive remedy for breach of the foregoing warranty: (i) use commercially reasonable efforts to re-perform the Implementation Services that gave rise to the breach; or (ii) if SBS cannot re-perform such non-conforming Implementation Services within thirty (30) days after receiving notice of the breach, Customer may terminate this Agreement upon written notice to SBS and SBS shall refund to Customer the Fees paid for such non-conforming Implementation Services.

**7.2 Representations and Warranties by Customer.** Customer represents and warrants that it has the right to (a) use the Customer Materials as contemplated by this Agreement and (b) grant SBS the licenses referenced in Section 5.1. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, SBS shall have the right to suspend any of the Implementation Services in order to prevent harm to SBS or its business and to limit any potential liability. If practicable, SBS shall provide notice and opportunity to cure. Once cured, at SBS’s discretion, SBS shall use reasonable efforts to resume the Implementation Services promptly.

**7.3 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, THE IMPLEMENTATION SERVICES ARE PROVIDED SOLELY ON AN “AS IS” BASIS. SBS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT OR THE IMPLEMENTATION SERVICES. SBS MAKES NO WARRANTY REGARDING THE RESULTS CUSTOMER

MAY OBTAIN IN CONNECTION WITH THE IMPLEMENTATION SERVICES, DELIVERABLES, CUSTOM PRODUCTS, OR SBS BACKGROUND IP.

**8. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, COST OF REPLACEMENT OF GOODS OR SERVICES, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SBS'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON (WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID OR OWED BY CUSTOMER TO SBS UNDER THE SPECIFIC STATEMENT OF WORK GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 8 SHALL NOT APPLY TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10 OR TO A PARTY'S OBLIGATIONS UNDER SECTION 9.

**9. INDEMNIFICATION.**

**9.1 Claims Against Customer.** SBS shall defend any claim, suit, or action against Customer brought by a third party to the extent based on an allegation that a Deliverable or Custom Deliverable infringes any Intellectual Property Rights of such third party (each, a "**Customer Claim**"), and SBS shall indemnify and hold Customer harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying SBS in writing of such Customer Claim; (b) giving SBS sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at SBS's request and expense, assisting in such defense. In the event that the use of the Deliverable or Custom Deliverable is enjoined, SBS shall, at its option and expense either (i) procure for Customer the right to continue using the same, (ii) replace the Deliverable or Custom Deliverable (as applicable) with a non-infringing but functionally equivalent product, (iii) modify the Deliverable or Custom Deliverable so it becomes non-infringing, or (iv) terminate this Agreement and refund the amounts Customer paid for the Implementation Services that relate to the period during which Customer was not able to use the infringing Deliverable or Custom Deliverable. Notwithstanding the foregoing, SBS will have no obligation under this Section 9.1 with respect to any infringement claim based upon: (1) any use of the Deliverable or Custom Deliverable not in accordance with this Agreement; (2) any use of the Deliverable or Custom Deliverable in combination with products, equipment, software, or data that SBS did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (3) any modification of the Deliverable or Custom Deliverable by any person other than SBS or its authorized agents or subcontractors. This Section 9.1 states SBS's entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

**9.2 Claims Against SBS.** Customer shall defend, any claim, suit, or action against SBS brought by a third party to the extent that such claim, suit or action is based upon or arises from an allegation that the Customer Materials infringe Intellectual Property Rights or personal rights of such third party ("**SBS Claim**") and Customer shall indemnify and hold SBS harmless, from and against Losses that are specifically attributable to such SBS Claim or those costs and damages agreed to in a settlement of such SBS Claim. The foregoing obligations are conditioned on SBS: (i) promptly notifying Customer in writing of such SBS Claim; (ii) giving Customer sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at Customer's request and expense, assisting in such defense. Customer's liability is limited, however, to the limits set forth in Florida Statute §768.28 in force at the time this Agreement was entered into by the parties. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Customer pursuant to Florida law.

**10. CONFIDENTIALITY.**

**10.1 Definitions.** “Confidential Information” means all information disclosed by one party (“Discloser”) to the other party (“Recipient”) under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, whether or not such information is designated as confidential. SBS’s Confidential Information includes the SBS Background IP. Customer’s Confidential Information includes Customer Materials.

**10.2 Protection.** Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, and shall not disclose Confidential Information to anyone other than Recipient’s employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**10.3 Exceptions.** Recipient shall have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser’s disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

**10.4 Public Records.** SBS Shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, SBS 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 SBS 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 SBS or keep and maintain public records required by the public agency to perform the service. If SBS transfers all public records to the public agency upon completion of the contract, SBS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SBS keeps and maintains public records upon completion of the contract, SBS 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. IF SBS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SBS’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

## **11. GENERAL.**

**11.1 Independent Contractor.** SBS acknowledges that it is an independent contractor, and neither Customer nor SBS is intended to or should be construed to be an agent, partner, joint venture or employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, and neither party may represent to anyone that it has a right to do so.

**11.2 Assignment.** Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that a party may assign this Agreement without consent from the other party by operation of law or otherwise to (a) an Affiliate, or (b) any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto.

**11.3 Force Majeure.** In no event will a party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement or any Statement of Work when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including, but not limited to, natural disasters, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation, government-ordered quarantines or shelter orders, or directly related to novel virus outbreaks, pandemics and epidemics (each, a "**Force Majeure Event**"). The party not subject to the Force Majeure Event may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 60 days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event. A Force Majeure Event may delay but shall not relieve a party from a payment obligation under this Agreement or any Statement of Work.

**11.4 Notices.** Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL), except that Customer may not provide notice to SBS of an SBS breach or provide notice of termination of this Agreement by electronic mail. Notices from SBS to Customer will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to SBS, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to SBS. Customer hereby consents to service of process being effected on Customer by registered mail sent to the address set forth on Customer's Customer Information Form (or, if no Customer Information Form has been provided, Customer's last address known by SBS) if so permitted by applicable law. Notices from Customer to SBS will be effective when received by SBS in the mail at: Spatial Business Systems LLC, 1890 West Littleton Boulevard, Littleton, CO, 80120, Attention: Copyright Agent.

**11.5 Governing Law and Jurisdiction.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement will be brought in the federal or state courts in the State of Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any legal action is brought by a party to enforce the Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**11.6 SBS Subsidiaries and Affiliates.** Customer acknowledges and agrees that SBS may arrange to have its Affiliates engage in activities in connection with this Agreement, including, without limitation, delivering the Implementation Services, provided that SBS (and not such Affiliates) will remain subject to the obligations of SBS under this Agreement. Customer also agrees that SBS's Affiliates may enforce (including taking actions for breach of) this Agreement.



**11.7 Remedies.** Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 5.3, 5.5, or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

**11.8 Waivers.** To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.9 Severability.** If any provision of this Agreement is, for any reason, held to be unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

**11.10 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**11.11 Entire Agreement.** This Agreement, including all Statements of Work, constitutes the final and entire agreement between the parties regarding the Implementation Services and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Statement of Work, the provisions of the Statement of Work shall govern, provided that the Statement of Work specifies the applicable provisions in this Agreement that it intends to modify. The exchange of a fully-executed Statement of Work by electronic signature will be sufficient to bind the parties to the Agreement and such Statement of Work. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

**Spatial Business Systems LLC**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice:  
Spatial Business Systems LLC  
1890 West Littleton Boulevard  
Littleton, CO, 80120  
Attention: Copyright Agent

**City of Ocala**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice:  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, FL 34471  
Attention: City Attorney's Office

**Exhibit A**

[Insert form of Statement of Work]