Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 02/18/15 07:00 PM

2015 RESOLUTION AWARD OF CONTRACT

AUTHORIZING THE 2015 AWARD OF A NON-FAIR AND OPEN CONTRACT FOR TOWNSHIP PERMITS SOFTWARE SUPPORT SERVICES WITH SHI / SPATIAL DATA LOGIC

WHEREAS, the Township of Bloomfield needs the services of professional support for their permit software; and

WHEREAS, the Township desires to make this appointment under the provisions *N.J.S.A. 19:44A-20.5,* as a non-fair and open contract; and

WHEREAS, the Township IT Director has determined that the value of these services will exceed $17,500; and

WHEREAS, SHI/SPATIAL DATA LOGIC, has completed and submitted the attached Business Entity Disclosure Certification which certifies that the company has not made any reportable contributions to a political or candidate committee in the Township of Bloomfield in the previous one year, and that the contract will prohibit SHI/SPATIAL DATA LOGIC from making any reportable contributions through the duration of this contract; and

WHEREAS, the Director of Finance has certified that funds are available to cover the cost of this service.

NOW, THEREFORE, BE RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes the Township IT Director to enter into a contract with SHI / SPATIAL DATA LOGIC as described herein; and

BE IT FURTHER RESOLVED, that no minimum payment is implied or guaranteed; and

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH
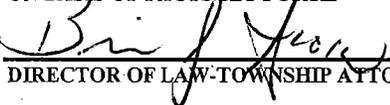
DIRECTOR OF LAW-TOWNSHIP ATTORNEY

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification, the Township Administrator's Determination of Value, the proposal of SHI / SPATIAL DATA LOGIC and the contract itself be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that the above documents shall be available for public inspection at the office of the Township Clerk during regular business hours; and

BE IT FURTHER RESOLVED, that in accordance with Standardized Submission Requirements the Township reserves the right to cancel this contract upon thirty (30) days notice and the Professional shall only be paid for the work completed or on a pro-rated amount if the contracts calls for a monthly retainer; and

BE IT FURTHER RESOLVED, that a notice of this action shall be printed once in the official newspaper of the Township of Bloomfield.

......*...*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on February 18, 2015.

_____
Municipal Clerk of the Township of Bloomfield

_____
Mayor of the Township of Bloomfield

✓ Vote Record – Resolution					
☐ Adopt ☐ Deny		Yes/Aye	No/Nay	Abstain	Absent
☐ Withdrawn	Elias N. Chalet	☑	☐	☐	☐
☐ Table ☐ Not Discussed	Nicholas Joanow	☑	☐	☐	☐
☐ First Reading	Carlos Bernard	☐	☐	☐	☑
☐ Table with no Vote	Wartyna Davis	☑	☐	☐	☐
☐ Approve ☐ Veto by Mayor	Joseph Lopez	☑	☐	☐	☐
☐ Discussion	Carlos Pomares	☐	☐	☐	☑
☐ Defeated ☐ Discussion No Vote	Michael J. Venezia	☑	☐	☐	☐

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8   *sh I /SOL*

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the professional/business entity has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2012 to any of the following named elected officials, candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Bloomfield as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Elected Officials	
Mayor Michael J. Venezia	
Councilman Joseph Lopez	Councilman Carlos Pomares
Councilman Elias N. Chalet	Councilman Nicholas Joanow
Councilwoman Wartyna Davis	Councilman Carlos Bernard

Committees
Bloomfield Democratic Committee
The Election Fund of Michael Venezia
Team Venezia
The Election Fund of Nicholas Joanow
Friends of Carlos Bernard Councilman
Elias N. Chalet for Councilman
Bloomfield Town Council Candidates – Carlos Bernard & Elias N. Chalet

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership   ☐ Corporation   ☐ Sole Proprietorship   ☐ Subchapter S Corporation

☐ Limited Partnership   ☒ Limited Liability Corporation   ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Not Applicable	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed: _____ Title: Proposals Supervisor

Print Name: Matt Flood   Date: 12.16.2014

Subscribed and sworn before me this _11_ day of
December , 2014.

_____
(Affiant)

My Commission expires: Aug 31, 2019

_____
(Print name & title of affiant)   (Corporate Seal)

SDL | MUNICIPAL MANAGEMENT SOFTWARE

SPATIAL DATA LOGIC

Jean Lauture
IT Director
Bloomfield Township
1 Municipal Plaza
Bloomfield NJ 07003

Dear Jean ,

Thank you for your continued support. We value your town as a client and we are eager to expand our relationship with you.

We are happy to announcement we are starting the deployment of our new SDL Portal and SDL Mobile Solution for our Enterprise Customers.

This document includes our new Licensing Agreement for the Enterprise License which includes the options of the new SDL Portal and SDL Mobile solutions for your town. We are requesting that you review and sign this document electronically or sign two paper copies and mail them back to our offices. We will send you a countersigned agreement upon receipt. We will not be able to activate your portal until this executed.

Once we activate the portal, we will need to review the features and functions that you want turned on for your citizens, employees and managers. Attached are some of the bullet points of both the SDL Portal and SDL Mobile. We will need access to your server to activate the portal for the first time. We will be offering introductory training sessions on the use of the portal to your staff as well as introductory training on the SDL Mobile solution. These maybe scheduled remotely.

Should you have any questions or require additional information, please feel free to contact me via telephone at (732)357-1280, or email at sales@SpatialDataLogic.com.

Very truly yours,

SPATIAL DATA LOGIC

Jack Flood, III

Spatial Data Logic
2 Executive Drive, Suite 200
Somerset, NJ 08873

(732) 357-1280
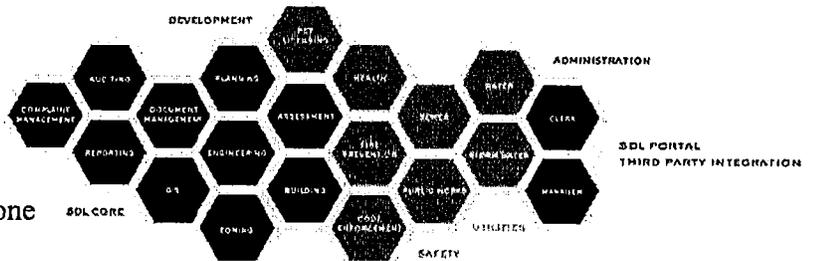(732) 357-1299 fax

www.SpatialDataLogic.com

SDL | MUNICIPAL MANAGEMENT SOFTWARE

SPATIAL DATA LOGIC

Your Enterprise License includes:

SDL Desktop

- 15 Modules designed to integrate your towns departments in one solution.
- Document Management, GIS and Complaints Management in one solution

SDL Portal

- Online Web Service hosted by SDL.
- Allows your citizens and government workers access to your data 24 /7.
- All data is "Synced" from your local server automatically
- Key features: search, status, maps, online requests, online permits, dashboards
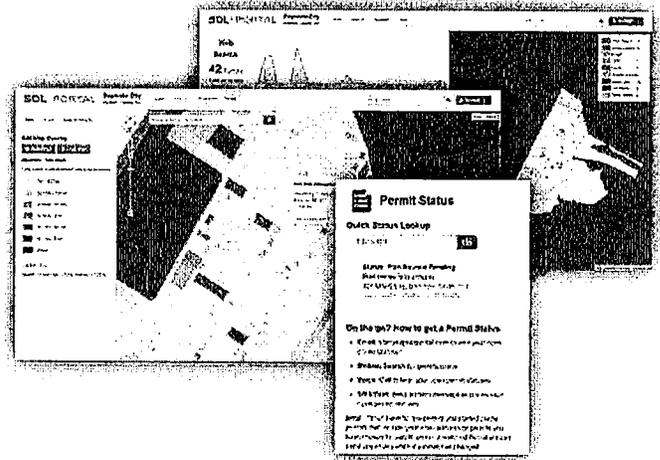
SDL Mobile

- Apple IOS / Google Android native app.
- Allows your citizens and government workers access to your data 24 /7.
- All data is "Synced" from the portal to the app automatically
- Works online and offline
- Upload pictures natively
- Key features for citizens: Search, Status, Make Complaints, Check Portal Watches
- Key features for Inspectors: Access and update Inspections, reschedule, track time and take pictures
- Key features for Public Works / Utilities: Access and update Services Requests, reschedule, track time and take pictures.

SDL | MUNICIPAL MANAGEMENT SOFTWARE
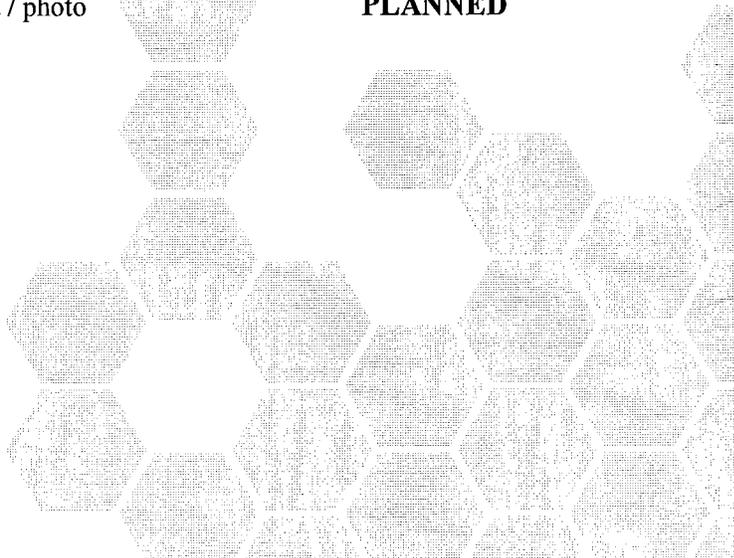
SPATIAL DATA LOGIC

SDL Portal Status   as of 01/23/14

• **General Features** – Search, Status, Watches, Maps	**BETA/LIVE**
• **Requests – Complaints** – ability to make online complaints	**BETA/LIVE**
• **Requests – OPRA** - ability to make online OPRA request	**BETA**
• **Requests – Simple Building Permits**	**BETA**
• **Requests – Landlord / Tenant Registration**	**BETA**
• **Online Payments**	**PLANNED**
• **Requests – Full Building Permits**	**BETA**
• **Requests – Clerk Applications**	**PLANNED**
• **Requests – Mercantile Applications**	**PLANNED**
• **Requests – Engineering Permits**	**PLANNED**
• **Requests – Zoning Applications**	**PLANNED**
• **Requests – Pet Renewal Applications**	**PLANNED**
• **Requests – Board Applications**	**PLANNED**

SDL Mobile Status   as of 01/23/14

• **General Features** – Search, Status, Maps, Complaints	**BETA/LIVE**
• **Inspections –Building** - list / edit / reschedule / photo	**BETA/LIVE**
• **Inspections – Code** - list / edit / reschedule / photo	**PLANNED**
• **Violations – Code** – issues / checklist / photo	**PLANNED**
• **Violations – Building** – issue / checklist / photo	**PLANNED**
• **Service Requests** - list / edit / reschedule / photo	**PLANNED**
• **Inspections – Fire Prev.** - list / edit / reschedule / photo	**PLANNED**
• **Violations – Fire Prev.** – issues / checklist / photo	**PLANNED**
• **Inspections – Zoning** - list / edit / reschedule / photo	**PLANNED**
• **Inspections – Engineering.** - list / edit / reschedule / photo	**PLANNED**
• **Inspections – Health.** - list / edit / reschedule / photo	**PLANNED**
• **Violations –Health** – issues / checklist / photo	**PLANNED**

SPATIAL DATA LOGIC, INC.

SOFTWARE LICENSE AGREEMENT
COVER PAGE

The attached documents describe the relationship between Spatial Data Logic, Inc. ("*SDL*") and the Licensee identified below (each a "*Party*"). The documents attached to this cover page will consist of the License Terms and Conditions, which describe and set forth the general legal terms governing the relationship, and may include one (1) or more addenda describing and setting forth additional covenants between the Parties.

This Software License Agreement includes this cover page, the attached License Terms and Conditions and all Addenda that are attached to such Terms and Conditions (collectively, the "*Agreement*") and are separately executed by the Parties. This Agreement, including the attached License Terms and Conditions, will become effective when this cover page is executed by authorized representatives of both Parties (the "*Effective Date*").

LICENSEE INFORMATION:

Name/Licensee: Township of Bloomfield

Address: 1 Municipal Plaza
Bloomfield, NJ 07003

Billing Contact: Township of Bloomfield

Title: IT-Director

Phone: 973-680-4670

Fax: _____

Email Address: jlauture@bloomfieldtwpnj.com

Principal Contact Person: Jean-guy Lauture

Title: IT-Director

Phone: 973-680-4670

Fax: _____

Email Address: jlauture@bloomfieldtwpnj.com

FOR INTERNAL SDL USE ONLY:

Contract #: 1040-140226

Please indicate (by checking the appropriate boxes below) which Addenda, if any, are initially executed and attached to this Agreement.

☑ Maintenance and Support Addendum   ☑ Professional Services Addendum

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The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

LICENSEE: Township of Bloomfield

By (Signature): *Jean-guy R. Lauture* (Jean-guy R. Lauture (Feb 26, 2014))

Name (Printed): Jean-guy R. Lauture

Title: IT-Director

Date: Feb 26, 2014

SPATIAL DATA LOGIC, INC.

By (Signature): *Jack Flood - SDL (Feb 26, 2014)*

Name (Printed): Jack Flood - SDL

Title: VP

Date: Feb 26, 2014

SPATIAL DATA LOGIC, INC.
LICENSE TERMS AND CONDITIONS

1. DEFINITIONS. Certain capitalized terms used in this Agreement, not otherwise defined on the Cover Page, shall have the meanings set forth or cross-referenced below.

1.1 "*Authorized System*" shall mean computer system, storage devices and networks owned, operated or under the supervision and control of Licensee.

1.2 "*Authorized Named User*" shall have the meaning set forth in Section 2.3.

1.3 "*Confidential Information*" shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the SDL Software and the Documentation shall be considered SDL's Confidential Information.

1.4 "*Cover Page*" shall mean the cover page to which these License Terms and Conditions are attached.

1.5 "*Custom Software*" will mean the software to be developed by SDL under this Agreement, as further set forth and described in Schedule A.

1.6 "*Documentation*" shall mean SDL's standard user manuals and/or related documentation generally made available to licensees of the SDL Software.

1.7 "*Hosting Services*" shall have the meaning set forth in Section 2.4.

1.8 "*Licensee Content*" means all data, information, records, and other content, including, without limitation, any permitting information, archives, licenses, or public recorded provided or otherwise made available to SDL under this Agreement for purposes of use in connection with the Hosting Services.

1.9 "*SDL App*" shall have the meaning set forth in Section 2.4.

1.10 "*SDL Software*" shall mean the executable, object code version of SDL's proprietary application software specifically identified on Schedule A.

1.11 "*SDL Website*" shall have the meaning set forth in Section 2.4.

1.12 "*Software*" will mean the Custom Software and/or the SDL Software.

1.13 "*Specifications*" will mean the description of the SDL Software or Custom Software, as set forth in Schedule A, including any technical and performance standards set forth therein.

1.14 "*Term*" shall have the meaning set forth in Section 9.1.

2. LICENSES AND HOSTING SERVICES.

2.1 Authorized User License. Subject to the terms and conditions of this Agreement, SDL hereby grants to Licensee a perpetual, Irrevocable (except with respect to termination by SDL in accordance with Section 9.2) non-exclusive, non-transferable, non-sublicenseable right and license (i) to install and operate the Software in object code only, on one (1) Authorized System, solely in accordance with applicable Documentation provided by SDL, solely for use by the number of Authorized Named Users for whom the appropriate fees have been paid, and solely for Licensee's internal business purposes; and (ii) to make up to three (3) copies of the Software solely for back-up purposes. SDL may, in its discretion, permit additional installation of the Software licensed hereunder for internal non-production use, if expressly set forth in Schedule A with respect to the applicable Software. The Parties acknowledge and agree that the number of Authorized Named Users shall be subject to change in accordance with Section 5 of the Maintenance and Support Addendum.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, SDL hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable right and license during the Term to make a reasonable number of copies of the Documentation provided by SDL, solely for use by Authorized Users in connection with the exercise of rights granted in Section 2.1.

2.3 Authorized Named Users. For purposes of this Agreement, the term "*Authorized Named Users*" shall mean any individual employee, agent or contractor of Licensee accessing or using the SDL Software solely on behalf and for the benefit of Licensee in the operation of Licensee's business. Licensee acknowledges and agrees that it shall be responsible for all acts and omissions of Authorized Named Users, and any act or omission by an Authorized Named User which, if undertaken by Licensee, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee. Licensee shall undertake reasonable efforts to make all Authorized Named Users aware of the provisions of this Agreement as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions.

2.4 Hosting Services. In connection with the delivery of the SDL Software, SDL shall enable access to Licensee's Content through SDL's servers to enable public accessibility to such Licensee Content at a URL (the "*SDL Website*") or mobile application (the "*SDL App*") maintained by SDL (the services provided by SDL, collectively, the "*Hosting Services*"). In providing the Hosting Services SDL may modify or adapt the Licensee Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to the Licensee Content as necessary to conform and adapt the Licensee Content to any requirements or limitations of any networks, devices, services or media.

2.5 SDL Website and SDL App. Licensee acknowledges that any access to or use of the SDL Website and SDL App shall be subject to SDL's then standard terms of service made available at http://www.spatialdatalogic.com/terms or other location designated by SDL.

2.6 Content License. Licensee hereby grants to SDL a non-exclusive worldwide, right and license to use, host, reproduce, modify, transmit, display, and distribute the Licensee Content in order to perform its obligations under this Agreement, including the provision of the Hosting Services. Such Licensee Content shall be delivered or made accessible to SDL in a format reasonably specified by SDL for use in connection with the Hosting Services. In addition to the rights set forth above, Licensee acknowledges and agrees that it may freely use, copy, modify, distribute and display without restriction any non-personally identifiable information contained within the Licensee Content, including aggregating such information with other information obtained or developed by SDL.

2.7 Content Liability. Licensee shall be solely liable for any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from SDL's use of the Licensed Content to provide the Hosting Services. Licensee shall have full responsibility for all Licensee Content, including its accuracy, legality, reliability and appropriateness. Licensee agrees to pay for all royalties, fees, damages and any other monies owing any person by reason of any Licensee Content or the use, display, or transmission of such Licensee Content through the Hosting Services.

2.8 General Usage Restrictions.

(a) Licensee will not use the Software, Hosting Services, or Documentation for any purposes beyond the scope of the licenses granted in this Agreement.

(b) Without limiting the generality of the foregoing, Licensee will not (i) authorize or permit use of the Software or Documentation by persons other than Authorized Users; (ii) market or distribute the Software the Documentation; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise

encumber, Licensee's rights under the licenses granted in Sections 2.1 and 2.2; (iv) use the Software in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; (v) modify the Software, Hosting Services or Documentation, except with the prior written consent of SDL; (vi) combine or integrate the Software with hardware, software or technology not approved in writing by SDL or (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Software or Hosting Services is compiled or interpreted, and Licensee hereby acknowledges that nothing in this Agreement shall be construed to grant Licensee any right to obtain or use such source code.

(c) Licensee shall undertake all measures necessary to ensure that its use of the Software, Hosting Services and the Documentation complies in all respects with any contractual or other legally binding obligations of SDL to any third party, provided that SDL has notified Licensee with respect to any such obligations. Licensee shall not enter into any contractual relationship or other legally binding obligation with any third party which shall have the purpose or effect of encumbering the use by SDL of the Software or the Documentation.

(d) Licensee shall undertake all measures necessary to ensure that its use of the Software, Hosting Services and the Documentation complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties, the Software or the Documentation, including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export regulations promulgated by the Bureau of Export Administration or any other agency or department of the federal government of the United States of America. Licensee acknowledges that SDL makes no representation or warranty that the Software may be exported without appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained.

(e) Licensee shall duplicate all proprietary notices and legends of SDL and its suppliers or licensors upon any and all copies of the Software and Documentation made by Licensee. Licensee shall not remove, alter or obscure any such proprietary notice or legend.

2.9 Compliance Records; Auditing Rights.

(a) Licensee shall create and maintain complete and accurate records of all copies of the Software and/or Documentation made by or on behalf of Licensee, including the date such copies are made and the locations of Authorized Systems where such copies are installed. Licensee shall promptly provide a copy of such records upon request by SDL.

(b) Throughout the Term of this Agreement, SDL will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit Licensee's use of the Software and Documentation for purposes of determining Licensee's compliance with the terms and conditions herein. Licensee agrees to cooperate with SDL in the performance of any such audit, and shall provide to SDL such access to Licensee's relevant records, data, information, personnel and/or facilities as SDL may reasonably request for such limited purposes.

2.10 Third Party Software. The Software may contain certain open-source software identified on Schedule B hereto. Licensee understands and acknowledges that such open source software is not licensed to Licensee pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license. Licensee shall have only such rights and/or licenses, if any, to use the open-source software as are set forth in the licenses identified on Schedule B which are available for review within text files bundled with the Software.

2.11 Professional Services. SDL agrees to provide the installation and configuration services for the Software and Hosting Services as specified pursuant to a Professional Services Addendum separately executed by the Parties.

3. CUSTOM DEVELOPMENT.

3.1 Development Undertaking. Where required by Licensee, SDL shall develop the Custom Software in accordance with the Specifications, including, without limitation, creation of software applications and/or program code, and integration, customization and/or configuration of the foregoing, as necessary to enable the Custom Software to materially conform to the technical and performance standards set forth in such Specifications. All development work contemplated by this Section 3.1 shall be governed by the Professional Services Addendum, attached hereto, and set forth in a Work Statement. The Parties acknowledge that SDL shall have no obligation to develop Custom Software unless and until the Parties have executed a Work Statement for such development pursuant to the terms of an executed Professional Services Addendum.

3.2 Development Schedule. SDL and Licensee will mutually agree on a schedule for the development of any Custom Software agreed under a separate Work Statement. SDL shall exercise commercially reasonable efforts, and will commit and utilize sufficient resources and personnel as it deems necessary, to complete development and delivery of the Custom Software, as contemplated Sections 3.1 and 3.2, in accordance with such schedule and/or timetable as may be set forth in the applicable Work Statement attached hereto as Exhibit A.

3.3 Ownership of Custom Software. Unless otherwise expressly agreed in a Work Statement executed by both Parties and except to the limited extent that the same constitutes or embodies Licensee's Confidential Information, ownership of all work product, developments, inventions, technology or materials, including without limitation, the Custom Software, provided under this Agreement ("*Developed Works*"), and all intellectual property rights therein, shall be solely owned by SDL. In addition to any express terms regarding Developed Works set forth in an applicable Work Statement, all Developed Works will be considered part of the Software for purposes hereunder and will be subject to all provisions of this Agreement otherwise applicable to the Software, including without limitation, provisions regarding ownership thereof, licenses and usage restrictions related thereto, and all economic terms.

4. FEES AND PAYMENTS.

4.1 License Fees. In consideration for the licenses granted to Licensee hereunder and the performance of SDL's obligations hereunder, Licensee shall pay to SDL, or SDL's third party billing agent (as specified by SDL), without offset or deduction, certain fees, in such amounts as may be determined by reference to Schedule A. The foregoing fees and any other fees, excluding payments required under any Addenda (which payments shall be made in accordance with Section 4.2), shall be due and payable within thirty (30) calendar days after an invoice is issued by SDL or its third party billing agent with respect thereto.

4.2 Other Fees and Required Payments. In addition to the fees payable under Section 4.1, Licensee may be required to make certain additional payments under the terms of any Addenda to this Agreement. Unless otherwise expressly provided in such Addenda, such payments shall be due within thirty (30) calendar days after an invoice is issued by SDL or its third party billing agent with respect thereto.

4.3 Licensee Operating Expenses. As between the Parties, Licensee shall bear all expenses incurred in performance of its obligations or exercise of its rights hereunder.

4.4 Taxes. All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Licensee will be responsible for payment of all such taxes (other than taxes based on SDL's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Licensee will make all payments required hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments

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hereunder will be Licensee's sole responsibility, and Licensee will, upon SDL's request, provide SDL or its third party billing agent with official receipts issued by the appropriate taxing authority, or such other evidence as SDL may reasonably request, to establish that such taxes have been paid.

4.5 Late Payments; Interest. Any portion of any fee or other amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

4.6 Auditing Rights and Required Records. If any amounts payable under this Agreement (including under any Addendum) are not based upon a fixed sum ascertainable as of the Effective Date (or the effective date of the applicable Addendum), Licensee agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. SDL will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit the records of Licensee with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Licensee has underpaid with respect to any amounts due and payable during the period to which such inspection and audit relate, Licensee shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 4.5, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Licensee during such period, Licensee shall reimburse SDL for the cost of such inspection and audit. Such inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination of this Agreement.

5. CONFIDENTIALITY RIGHTS AND OBLIGATIONS.

5.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

5.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 9.4, all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

5.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as

otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

6. OWNERSHIP AND PROPRIETARY RIGHTS.

6.1 SDL Software, Documentation and Hosting Services. Subject to the rights granted in Sections 2.1, 2.2 and 2.3, SDL retains all right, title and interest in and to the Software, the Hosting Services (including the SDL Website and SDL App), the Documentation and associated intellectual property rights, and Licensee acknowledges that it neither owns or acquires any rights in any of the foregoing not expressly granted by this Agreement. Licensee further acknowledges that SDL retains the right to use the Software for any purpose in SDL's sole discretion, and SDL reserves all rights not expressly granted in this Agreement.

6.2 Information and Data. As between the Parties, Licensee acknowledges and agrees that SDL shall own all right, title and interest in and to any information, data, and content provided by, posted by or otherwise collected from third parties through use of the SDL Website and SDL App (the "**SDL Collected Information**") and shall be free to use such SDL Collected Information in accordance with its privacy policy posted at http://www.spatialdatalogic.com/privacy .

6.3 Licensee Content. As between the Parties, and subject to the licenses set forth herein, SDL acknowledges and agrees that Licensee shall own all right, title and interest in and to the Licensee Content.

7. WARRANTIES; DISCLAIMERS.

7.1 Representations and Warranties. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2 Limited Software Warranty. SDL hereby warrants, for the benefit of Licensee that the Software will conform in all material respects to the Specifications for a period of ninety (90) days following delivery, provided that such warranty will not apply to failures to conform to the Specifications to the extent such failures arise, in whole or in part, from (i) any use of the Software other than in accordance with the Specifications, (ii) modification of the Software by Licensee or any third party or (iii) any combination of the Software with software, hardware or other technology not provided by SDL under this Agreement. Notwithstanding any other provision of this Agreement, Licensee acknowledges and agrees that its sole and exclusive remedy, and SDL's sole and exclusive obligation, with respect to any breach of the foregoing warranty shall be to repair or replace such Software with Software that materially conforms to the Specifications.

7.3 Licensee Content. Licensee represents and warrants that it has sufficient rights in and to the Licensee Content to grant the rights set forth herein.

7.4 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT (INCLUDING IN ANY ADDENDA HERETO), THE SOFTWARE, DOCUMENTATION, HOSTING SERVICES, AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY SDL ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SDL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY

DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY SDL ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. SDL DOES NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION, HOSTING SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. LICENSEE ACKNOWLEDGES THAT SDL'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF LICENSEE ONLY.

7.5   Exclusions of Remedies; Limitation of Liability. IN NO EVENT SHALL SDL BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SDL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF SDL TO LICENSEE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) TEN THOUSAND DOLLARS (U.S. $10,000.00) OR (II) THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO SDL BY LICENSEE UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.6   Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

8.   INDEMNIFICATION.

8.1   Indemnification of Licensee.

(a) SDL shall defend, indemnify, and hold Licensee harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the Software by Licensee as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States, provided that Licensee gives SDL (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as SDL may reasonably request, at SDL's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, SDL shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of Software with products, services, information, materials, technologies, business methods or processes not furnished by SDL; (2) modifications to the Software, which modifications are not made by SDL; (3) failure to use updates to the Software provided by SDL; (4) use of the Software except in accordance with the Documentation; (5) Licensee Content; or (6) SDL's compliance with any instructions, requirements or specifications provided or designated by Licensee (circumstances under the foregoing clauses (1), (2), (3), (4), (5), or (6) collectively, "*Licensee Indemnity Responsibilities*").

(b) Upon the occurrence of any claim for which indemnity is or may be due under this Section 8.1, or in the event that SDL believes that such a claim is likely, SDL may, at its option (i) appropriately modify the Software so that they become non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to Licensee and refund to Licensee a portion of the license fees paid by Licensee, pro-rated on a five (5)-year straight-line basis. The obligations set forth in this Section 8 shall constitute SDL's entire liability and Licensee's sole remedy for any actual or alleged infringement or misappropriation.

8.2   Indemnification of SDL. Licensee shall indemnify, hold harmless, and, at SDL's option, defend SDL from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with Licensee Indemnity Responsibilities or Licensee's breach of this Agreement. SDL agrees to give Licensee (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Licensee may reasonably request, at Licensee's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Licensee shall not settle any third-party claim against SDL unless such settlement completely and forever releases SDL with respect thereto or unless SDL provides its prior written consent to such settlement. In any action for which Licensee provides defense on behalf of SDL, SDL may participate in such defense at its own expense by counsel of SDL's choice.

9.   TERM AND TERMINATION.

9.1   Agreement. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect, unless earlier terminated in accordance with this Section 9, for a period of one (1) year thereafter and shall automatically renew for successive one (1) year terms unless either party provides written notice of its desire not to renew at least ninety (90) days prior to the end of the then current term (the initial term, together with any renewal terms, collectively the "*Term*"); provided, however, that this Agreement shall remain in full force and effect until the expiration or termination of any and all Addenda executed prior to the end of the Term.

9.2   Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter

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(i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

9.3   Termination Upon Bankruptcy, Insolvency, Etc. Either Party may terminate this Agreement immediately upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

9.4   Termination of Individual Addenda. In addition to each Party's rights under Sections 9.1, 9.2, 9.3, and 9.4 each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including these License Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

9.5   Accrued Obligations. Termination of this Agreement and/or any particular Addendum shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination.

9.6   Cumulative Remedies. Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

9.7   Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder. Any amounts prepaid are non-refundable.

9.8   Survival of Obligations. The provisions of Sections 2.6, 2.7, 2.8, 5, 6, 7, 8, 9.6, 9.7, 9.8, 9.9 and 10, as well as Licensee's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

10.   GENERAL PROVISIONS.

10.1   Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

10.2   Independent Contractors. In making and performing this Agreement, Licensee and SDL act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein,

at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

10.3   Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Licensee, as set forth on the Cover Page, or if to SDL, as follows:

If to SDL:

> Spatial Data Logic, Inc.
> 2 Executive Drive
> Suite 200
> Somerset, NJ 08873
> Attention: Contracts

with a copy to:

> DLA Piper LLP (US)
> One Fountain Square
> 11911 Freedom Drive,
> Suite 300
> Reston, VA 20190
> Attention: Sanjay Beri, Esq.

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

10.4   Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.

10.5   Assignment; Delegation. Licensee shall not assign any of its rights or delegate any of its duties hereunder without the prior written consent of the SDL, and, absent such consent, any attempted assignment or delegation shall be null, void and of no effect.

10.6   No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.7   Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.8   Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

10.9 Force Majeure. Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.10 Disputes.

(a) Should there be a dispute between the Parties concerning any matter arising from or in connection with this agreement, the Parties will each use reasonable efforts to settle the matter in accordance with the dispute resolution procedure set out below.

(b) Any such dispute which has not been settled between the Parties within ten (10) business days of the matter being raised by one party to the attention of the other Party, may be escalated by either Party to the next level by notice in writing. If the dispute has not been resolved within ten (10) business days of such notice, either Party may refer it by notice in writing to the second level of escalation.

(c) If the dispute remains unresolved for a further two (2) months of such notice, either Party may pursue any other remedy it may have under this Agreement.

(d) Notwithstanding the foregoing, nothing in this Agreement prevents either Party from seeking injunctive relief from a court of competent jurisdiction in addition to any and all other remedies available at law or in equity.

10.11 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW JERSEY.

10.12 U.S. Government End-Users. Each of the components that constitute the Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

10.14 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

SCHEDULE A

SOFTWARE AND FEES

Itemized Costs – Enterprise Licensing Model for 2014

The costs for furnishing the software package will be a license on a per seat basis. The following is an estimate of the fees for this project based on the scope of services.

Scope Item	Proposed Cost

A. Software License

i.	Typical Small Town (up to 10 computers)	$13,750/year
ii.	Typical Medium Town (up to 25 computers)	$27,500/year
iii.	Typical Medium/Large Town (up to 50 computers)	$35,750/year
iv.	Typical Large Town (up to 100 computers)	$44,000/year
v.	Typical City/County (up to 300 computers)	$82,500/year
vi.	Typical per user annual license	$ 1,650 /year

B. Data Integration   Variable
           ($1,100/Department from known Vendor databases)

C. Installation and Training Services

• Installation – Price for Initial Install

i.	Small Town	$2,400
ii.	Medium Town	$4,000
iii.	Large Town	$6,000
iv.	City/County	$8,000
v.	Price for Additional Installs	$500/computer

• Training

i.	General Training With One Department	$4,000
ii.	Each Additional Department	$2,400
iii.	Price per User After Install	$500/user

     D.   Additional Services

Additional services will be provided as requested and as authorized in writing. The cost of Additional Services will be billed as actual labor cost plus expenses calculated in accordance with the standard schedule of fees (attached).

Spatial Data Logic
Server and Client Hardware Specifications
For GeoLogic Software for 2014

SDL Server

Recommended Server Configuration for 1-15 Users (New Purchase)
- Single or Dual Processor Quad Xeon 2.0 Ghz or higher
- Windows 2012 (64bit)Server with IIS installed
- 8 GB Base Memory or greater
- 5x250 GB, RAID 5/10, 10,000 + rpm
- Backup Solution .net 4.5
- Broadband Internet Access

Recommended Server Configuration for 15 and greater Users (New Purchase)
- 2.4 Ghz, 16 cores, Xeon Preferred
- Non-domain controller
- Windows 2012 (64bit) Server with IIS installed
- Microsoft SQL Server 2008 (64 bit) - Standard
- 16 GB Base Memory or greater
- 5x500 GB, RAID 5/10, 10,000 + rpm
- Backup solution (off –site)
- Broadband Internet Access

Note: If you have an existing file server that you are considering using, please provide the specifications to SDL for evaluation.

Recommended Network Configuration for 2 or more Users
- 100 Base T Network or greater
- 100 Base T Switches or greater
- Windows Domain/Active Directory recommended

Note: For Thin Client/Windows Terminal Server, please call for specifications.
Note: SDL will follow the Discontinued Availability schedule employed by Microsoft for their various software platforms and technologies.

SDL Desktop

Minimum Client Configuration
- 2.0 GHz Processor
- 2 GB RAM
- Windows 7, Windows 8
- Internet Explorer 8.0
- .Net Runtime 3.5 or greater

Recommended Client Configuration (New Purchase)
- 2 GHz (or higher), 4x core
- 8 GB RAM (or higher)
- Windows 7 (64 bit) or above
- Internet Explorer 8.0 or greater
- .Net Runtime 3.5 or greater
- SDL will follow the Discontinued Availability schedule employed by Microsoft for their various software platforms and technologies.

SDL Mobile

IOS
- Ipad 3 / 4 / Air / future
- Iphone 4 / 5 / future

Android

- 4.2 and above

SCHEDULE B

OPEN SOURCE SOFTWARE

- **None as of 1/1/2014**

SPATIAL DATA LOGIC, INC.
MAINTENANCE AND SUPPORT SERVICES ADDENDUM

This Maintenance and Support Services Addendum (the "*Addendum*") is an addendum to, and is hereby incorporated into, the Software License Agreement, dated ___Feb 26, 2014___, between SDL and the Licensee identified below, including the License Terms and Conditions and other addenda incorporated therein (collectively, the "*Agreement*").

1. ADDITIONAL DEFINITIONS. Certain capitalized terms, not otherwise defined in this Addendum, will have the meanings set forth or cross-referenced in the License Terms and Conditions.

1.1 "*Software Error*" will mean any material nonconformity of the Software with the Documentation.

1.2 "*Software Update*" will mean any version of the SDL Software, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which corrects failures of the SDL Software materially to conform to the then-current Documentation.

1.3 "*Software Upgrade*" will mean any version of the SDL Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the SDL Software, but which does not constitute merely a Software Update, and which is not marketed by SDL as a separate product and/or service.

1.4 "*Technical Support*" means the provision of responses by qualified SDL personnel to questions from Eligible Licensee Personnel related to use and operation of the Software, including basic instruction or assistance related to Software Errors in the Software.

2. TECHNOLOGY MAINTENANCE

2.1 Error Corrections. SDL will use commercially reasonable efforts to adapt, re-configure or re-program the SDL Software, as applicable, in order to correct in a timely fashion any Software Errors reported to SDL by Eligible Licensee Personnel, as defined below, provided that if SDL determines in good faith that any such Software Error is the result of errors or misstatements in the Documentation, SDL may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by SDL to correct any such Software Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's obligations hereunder.

2.2 Procedural Workarounds. In the event that SDL fails or is unable to correct any Software Error, as required by this Addendum, SDL will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the SDL Software, which, when employed in the regular operation of the SDL Software, will avoid or substantially diminish the practical adverse effects of the relevant Software Error, provided that any failure or inability by SDL to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of SDL's obligations hereunder.

2.3 Software Updates; Software Upgrades. From time to time SDL may, in its discretion, develop Software Updates and/or Software Upgrades. SDL will, during the Term of this Addendum, make such Software Updates and/or Software Upgrades available to Licensee, provided that Licensee has paid all fees due under this Agreement (including any fees payable under this Addendum for Software Upgrades). Any such Software Updates and/or Software Upgrades provided hereunder will be deemed to constitute part of the SDL Software and will be subject to all the terms and provisions hereof, including, without limitation, terms and provisions related to licenses, usage restrictions and ownership of such SDL Software.

3. TECHNICAL SUPPORT.

3.1 Support Obligations. Subject to Licensee's payment of support fees as required in Section 5 of this Addendum, Licensee will be permitted to designate in writing to SDL up to five (5) Licensee personnel for purposes of obtaining Technical Support

from SDL("*Eligible Licensee Personnel*"), which Eligible Licensee Personnel shall have undergone training and certification in use and support of the Software as designated by SDL. SDL will provide Technical Support to such Eligible Licensee Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table. For purposes of this Addendum "*SDL Holidays*" shall mean New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day

FORM OF SUPPORT	AVAILABILITY
Telephonic support (at such phone number as SDL may provide from time to time)	9:00 a.m EST to 5.00 p.m. EST excluding SDL Holidays
Email Support (at such email address as SDL may provide from time to time)	9.00a.m EST to 5.00 p.m. EST excluding SDL Holidays
On-Site Support	As negotiated

3.2 Conditions of Technical Support. Licensee shall provide such information and/or access to Licensee resources as SDL may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem connection to relevant Licensee servers, access to Licensee facilities, and/or access to, and assistance of, Licensee personnel who possess information required by SDL for purposes of performing its obligations hereunder. SDL shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Licensee's failure to perform its obligations under this Section 3.2. SDL reserves the right to require the negotiation and payment of separate charges and fees pursuant to a Professional Services Addendum should Licensee request an unreasonable volume of Technical Support given the fees paid pursuant to the Terms and Conditions, and Licensee's anticipated usage of the Software as determined by SDL.

4. LIMITATIONS TO TECHNICAL ASSISTANCE.

4.1 Eligible Recipients. SDL shall have no obligation to provide Technical Support, other than to Eligible Licensee Personnel.

4.2 SDL Corporate Holidays. SDL shall have no obligation to provide Technical Support during any SDL corporate holiday which are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

4.3 Technical Support Exemptions. Unless otherwise agreed by the Parties, SDL shall have no obligation to provide Technical Support with respect to any Software Error resulting from (i) use of the Software other than according to the Documentation and the terms of the License Terms and Conditions, as applicable; (ii) modification of the Software by Licensee or any third party, except as expressly permitted in writing by SDL; or (iii) any combination or integration of the Software with hardware, software and/or technology not approved in writing by SDL, regardless of whether such combination or integration is permitted under the terms of the License Agreement.

4.4 Version Requirements. Unless otherwise agreed by the Parties, SDL shall not be required to provide Technical Support regarding use of any version of the software other than any version of the Software generally available and actively marketed by SDL

during the Eighteen (18)-month period immediately preceding the relevant request for Technical Support.

4.5 General Protection of SDL Intellectual Property. SDL shall not be required to provide Technical Support to the extent the provision thereof might reasonably be expected to jeopardize or harm SDL's rights in any intellectual property, or reveal trade secrets or other proprietary information of SDL not generally available to the public or to end users of the Software.

4.6 No Source Code. Nothing in this Agreement shall be construed to give Licensee a right to use, or otherwise obtain access to, any source code from which the Software or any portion thereof is compiled or interpreted.

4.7 Compliance with Third-Party Constraints. SDL shall not be required to provide Technical Support to the extent the provision thereof would violate SDL's obligations to its third party licensors and suppliers with respect to such third parties' intellectual property.

4.8 Limitations of Warranty and Liability. SDL makes no representations or warranties under this Addendum, and Licensee acknowledges that this Addendum is subject to all disclaimers and limitations of liability set forth in the Terms and Conditions to which this Addendum is attached.

5. FEES. The obligations of SDL pursuant to this Addendum are subject to Licensee remaining current on all fees due and payable pursuant to the Terms and Conditions to which this Addendum is attached.

6. TERM.

6.1 Maintenance Term. This Addendum shall become effective when executed by both Parties (the date executed by the latter Party, the "*Addendum Effective Date*") and shall continue in effect until the fifth anniversary of the Effective Date (of the Agreement) unless earlier terminated in accordance with this Section 6. Thereafter, this Addendum shall automatically renew for successive one (1)-year terms (the initial term, or any renewal term, each an "*Annual Term*"), unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the end of the then-current Annual Term, provided that SDL shall have the option to modify the rates and prices with respect to any future Annual Term by notifying Licensee of such new rates and prices at least ninety (90) days prior to the commencement of such future Annual Term.

6.2 Maintenance Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum shall terminate in the event that such cure is not made within such thirty (30)-day period.

6.3 Renewal of Lapsed Maintenance Term. In the event that Licensee elects not to renew this Addendum at the conclusion of the initial term or any Annual Term (by providing notice as required by Section 6.1), Licensee may subsequently renew and reinstate this Addendum at any time during the Term of this Agreement upon payment of fees at SDL's then-current rates (*i.e.*, applicable as of the date of reinstatement of this Addendum) due under this Addendum as if it had been renewed for each Annual Term from and after the original Addendum Effective Date.

6.4 Effect of License Termination. Upon any termination of this Addendum, Licensee shall promptly pay to SDL all amounts due and remaining payable under this Addendum. All amounts payable under this Addendum are non-refundable, and no credit or rebate shall be payable to Licensee upon any termination hereof.

6.5 Survival. The provisions of Sections 4.8, 5, 6.4 and 6.5 will survive the termination of this Addendum.

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

LICENSEE: Township of Bloomfield

By (Signature): *Jean-guy R. Lauture* Jean-guy R. Lauture (Feb 26, 2014)

Name (Printed): Jean-guy R. Lauture

Title: IT-Director

Date: Feb 26, 2014

SPATIAL DATA LOGIC, INC.

By (Signature): Jack Flood - SDL (Feb 26, 2014)

Name (Printed): Jack Flood - SDL

Title: VP

Date: Feb 26, 2014

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SPATIAL DATA LOGIC, INC.
PROFESSIONAL SERVICES ADDENDUM

This **PROFESSIONAL SERVICES ADDENDUM** (the "*Addendum*") is an addendum to, and is hereby incorporated into, the Software License Agreement, dated ___Feb 26, 2014___, between SDL and the Licensee identified below, including the License Terms and Conditions and other addenda incorporated therein (collectively, the "*Agreement*").

1. ADDITIONAL DEFINITIONS. Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth or cross-referenced below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the License Terms and Conditions.

1.1 *"Addendum Effective Date"* has the meaning set forth in Section 7.1.

1.2 *"Professional Services"* has the meaning set forth in Section 2.1.

1.3 *"Work Statement"* has the meaning set forth in Section 2.2.

2. PROFESSIONAL SERVICES.

2.1 Professional Services. In order to provide access to the Software, the Parties agree that it will be necessary for SDL to perform certain services in the nature of supplementation, modification, installation and/or configuration of Licensee's systems, all according to a project plan agreed between the Parties (the "*Implementation Plan*"). The Parties anticipate that from time to time Licensee may additionally desire to engage SDL to perform certain other services in connection with the licenses or access rights granted to Licensee by SDL under a separate Work Statement to this Agreement, including, by way of example, installation, configuration and/or customization of Software(s) or Licensee's computers or related systems. Subject to the terms and conditions set forth in this Addendum, SDL shall use commercially reasonable efforts to perform the services as set forth in Work Statements (as defined below) separately executed by the Parties (the "*Professional Services*"). SDL shall perform the Professional Services in a professional manner in accordance with industry standards.

2.2 Issuance of Work Statements. Licensee may request that SDL perform services by delivering a written request describing the proposed Professional Services. SDL shall prepare a draft work statement as an exhibit to this Addendum (each, a "*Work Statement*"). Such Work Statement shall describe the fees, costs and expenses payable by Licensee to SDL in connection with the performance of such services. Licensee, within five (5) business days after receipt of the proposed Work Statement, shall notify SDL of its acceptance of such Work Statement. Until the acceptance in writing of the proposed Work Statement, SDL shall have no obligation to perform the proposed Professional Services, provided that this Addendum shall remain in full force and effect in accordance with Section 7.1. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), shall become effective upon execution by authorized representatives of both Parties.

2.3 Modifications. Licensee may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to SDL specifying the desired modifications. SDL shall, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Licensee, such modifications in the Work Statement shall be performed under the terms of this Addendum. Modifications in any Work Statement shall become effective only when a written change request is executed by authorized representatives of both Parties.

3. PERSONNEL.

3.1 Suitability. SDL shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Work Statement. SDL may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

3.2 Licensee Responsibilities. Licensee shall make available in a timely manner at no charge to SDL all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Licensee required by SDL for the performance of the Professional Services. Licensee shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Licensee. Licensee shall provide, at no charge to SDL, office space, services and equipment (such as copiers, fax machines and modems) as SDL reasonably requires to perform the Professional Services.

3.3 Nonsolicitation. Licensee acknowledges and agrees that the employees and consultants of SDL who perform the Professional Services are a valuable asset to SDL and are difficult to replace. Accordingly, Licensee agrees that, for a period of one (1) year after the termination or expiration of this Addendum, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any SDL employee or consultant who performs any of the Professional Services. Licensee agrees that for each individual that Licensee hires in violation of this Section 3.3, Licensee shall pay to SDL liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Licensee or SDL, whichever amount is greater.

4. FEES AND PAYMENTS. In consideration of the Professional Services, Licensee shall pay to SDL such fees as required by the applicable Work Statement calculated in accordance with the rates for Professional Services specified in Schedule A. Additionally, Licensee will reimburse SDL for (i) reasonable travel and living expenses incurred by SDL's employees and contractors for travel from SDL's offices in connection with the performance of the Professional Services; (ii) international telephone charges (if applicable); and (iii) any other expenses for which reimbursement is contemplated in the applicable Work Statement. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under this Addendum and each applicable Work Statement. Unless otherwise contemplated in a particular Work Statement, SDL will issue invoices to Licensee on a monthly basis for amounts due under this Addendum, and payment of such amounts shall be due within ten (10) days of the date of invoice. The Professional Services fees set out in Schedule A shall be subject to an annual review on the anniversary of the Effective Date of the Agreement by SDL, provided that SDL shall provide ninety (90) days notice prior to such anniversary date of the Agreement as to changes of the Professional Services fees for the subsequent annual period, these new fees to be mutually agreed with Licensee.

5. PROPRIETARY RIGHTS. Unless otherwise expressly agreed in any particular Work Statement, ownership of all work product, developments, inventions, technology or materials provided under this Addendum shall be solely owned by SDL, subject to the usage rights granted to Licensee under the relevant Work Statement.

6. LIMITATION OF WARRANTIES AND LIABILITY. SDL makes no representations or warranties under this Addendum, and Licensee acknowledges that this Addendum is subject to all disclaimers and limitations of liability set forth in the Terms and Conditions to which this Addendum is attached.

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7. TERM; TERMINATION.

7.1 Term. This Addendum shall commence on the date of execution by both Parties (the "*Addendum Effective Date*") and shall remain in effect until the earlier to occur of (i) completion of all outstanding Work Statements hereunder; or (ii) termination in accordance with Section 7.2. Notwithstanding the foregoing, this Addendum shall remain in effect for a period of not less than one (1) year from the Addendum Effective Date unless earlier terminated in accordance with Section 7.2. Unless otherwise stated in the applicable Work Statement, the term of each Work Statement shall last until performance thereunder is completed.

7.2 Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum shall terminate in the event that such cure is not made within such thirty (30)-day period. Without limiting the foregoing, SDL may immediately terminate this Addendum upon written notice in the event that Licensee becomes insolvent or enters bankruptcy during the term of this Addendum.

7.3 Termination of Individual Work Statements. Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements in effect upon fifteen (15) days prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. SDL shall be paid for all work performed and expenses incurred through the date of termination.

7.4 Effect of Termination. In the event of termination or expiration of this Addendum, Licensee shall promptly pay to SDL all amounts due and outstanding.

7.5 Survival. The provisions of Sections 3.3, 4, 5, 6, 7.4 and 7.5 will survive the termination or expiration of this Addendum.

The Parties agree to the above terms and have executed this Addendum as of the date(s) set forth below.

LICENSEE: Township of Bloomfield

SPATIAL DATA LOGIC, INC.

By (Signature): *Jean-guy R. Lauture*
Jean-guy R/Lauture (Feb 26, 2014)

By (Signature): Jack Flood - SDL (Feb 26, 2014)

Name (Printed): Jean-guy R. Lauture

Name (Printed): Jack Flood - SDL

Title: IT-Director

Title: VP

Date: Feb 26, 2014

Date: Feb 26, 2014

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EXHIBIT A

WORK STATEMENT

![shi logo]

Township of Bloomfield, NJ

Inside Account Manager

Jean-guy Lauture
1 Municipal Plaza
Room 200A
Bloomfield, NJ 07003
UNITED STATES
Phone: (973) 680-4670
Fax:
Email: jlauture@bloomfieldtwpnj.com

Mike Wagenman
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-537-7284
Fax: 888-896-8860
Email: Mike_Wagenman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Medium Town Enterprise License - up to 25 seats, support, and portal for 1 year Spatial Data Logic - Part#: SL3002	1	$27,500.00	$27,500.00
			Total	$27,500.00

Additional Comments

NJ Software State Contract #77560

Thank you for the opportunity to quote. SHI is a leading reseller of software, hardware, and peripherals. SHI is a 100% Asian-Owned Minority Company.
SHI has been working with State and Local Governments for over 15 years. We have a Software Licensing Specialist for every major manufacturer and a hardware and service department to assist with any configuration.

Please keep SHI in mind for you future software and hardware needs.

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The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.