

**TECHNOLOGY SERVICE AGREEMENT
AGENCYCOUNTER from buildingeye**

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lexington, Kentucky, an urban-county government pursuant to KRS Chapter 67A n (hereinafter "Agency"), and Buildingeye Inc., a Delaware Corporation (hereinafter "Consultant"). The Agency and Consultant may be collectively referred to herein as the "parties."

RECITALS

- A.** Agency requested a proposal from Consultant to provide the AgencyCounter application to present government held records (permits, applications, cases, licenses, assets, et al) and other public data using Consultant procedures, techniques, methods and interfaces.
- B.** In response to the Agency's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

"Application" refers to the current version of AgencyCounter, provided by the Consultant accessed by a User.

"Documentation" means user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of the Application.

"Hosted and Data Service" means that Consultant owns, provides and oversees infrastructure, software, data compilation, data management and administrative tasks and makes its AgencyCounter platform available to the Agency over the Internet using a standard current web browser. The Hosted Service includes the software and network capacity as well as the equipment used to support operations including storage, hardware, servers and networking components. The infrastructure in the hosted environment is properly secured through multiple physical, procedural, and technical safeguards to segregate and protect the Agency's data.

"Initial Constructive Use" Initial constructive use is the earliest point in time where all Software delivered under the terms of this agreement is available and is sufficiently free of errors for the Agency to use it to conduct the ordinary business for which it is intended.

"Metadata" means complementary data, provided by the Agency to enhance the AgencyCounter application to include GIS information such as known

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local areas (districts, neighborhoods) that assists a user to find information in intuitive ways.

“Module” means and reflects the operational equivalent of the source data and the verticals within government departments, such as Building, Planning, Code Enforcement, Licensing, Fire, Engineering, Public Works, Environmental, et al.

“Premium Services” means functions and capabilities available to Users on a request basis, these services consumed by Users with specific purpose are metered and billed accordingly.

“Private Release” means an AgencyCounter Integration instance which is in the main configured for use by the Agency and is deemed delivered in “Private Release” form, prior to their official release to the Public. Each module is delivered once complete. The proposed project schedule when agreed between Consultant and the Agency is completed accordingly. A “Private Live Release” means the Agency data for a given period is available with all functions working in the application on the basis of an agreed configuration file.

“Software” means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to the Agency. Software includes the third-party software delivered by Consultant as specified in the Schedule, and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

2. SCOPE OF SERVICES. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.

3. TIME FOR PERFORMANCE. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the Agency in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

4. HOSTED SERVICE.

4(A). Right to Use the Hosted Service, Software and Documentation. In consideration of all obligations of the Agency hereunder, including, without

limitation, the payment by the Agency of any applicable fees, Consultant hereby grants to the Agency, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Hosted Service.

4(B). Use Restrictions. Agency shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Hosted Service, or which uses ideas, features or functions that are similar to the Software or Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Hosted Service, except as expressly permitted herein; and (iii) modify or make derivative works based upon the Software or Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Hosted Service or any portion thereof.

4(C). Proprietary Rights. The Software, Hosted and Data Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. the Agency shall not take any action that jeopardizes the proprietary rights of Consultant or its licensors or acquire any right in the Software or Hosted Service except the limited rights expressly granted in this Agreement.

4(D). Internet and Telecommunication Connections. Agency shall be responsible for obtaining any and all Internet and/or telecommunication connections used by the Agency to access the Hosted Service. Consultant shall have no responsibility or liability for any interruption or delay in accessing or using the Hosted Service arising out of such Internet or telecommunications connections.

4(E). Security of Hosted Service.

- (i) Consultant shall provide the Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at separated secure locations.
- (ii) Consultant shall take commercially reasonable precautions to ensure that the Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of the Agency Content.
- (iii) Consultant will notify the Agency of any known breach of its security related to areas, locations, or computer systems that contain the Agency Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

4(F). Agency Content.

- (i) Agency shall provide the Agency Content for inclusion in the AgencyCounter application. Agency is responsible for the quality of the Agency Content provided. Consultant is responsible for the quality of the display or use of the Agency Content provided for inclusion in the Agency database, only when it makes changes to the source data.
- (ii) Consultant acknowledges that all data provided by the Agency will remain the sole property of the Agency. The Agency grants Consultant a non-exclusive, transferable, perpetual, worldwide, royalty free license to copy, modify, and make derivative works of data or information submitted by the Agency to Consultant for the development of new software applications or the provision of software services.
- (iii) Consultant acknowledges that the Agency is entitled to copy, export, or otherwise duplicate any available Agency Content at any time.
- (iv) In the event this Agreement expires or is terminated, Consultant shall provide the Agency with all the Agency Content within thirty (30) calendar days of such termination or expiration, should they not have access to their own Accela ERP API. The dedicated data files will be comprised of the Agency Content provided contained in Consultant's Hosted Service.

5. PAYMENT.

5(A). Billing. In order to request payment, Consultant shall submit invoices to the Agency either directly or via their appointed reseller or similar, identifying the services performed in the billing period, milestones achieved, and the charges therefor, as set forth in Exhibit "B," attached hereto and incorporated herein by reference.

5(B). Payment. Agency shall pay all Fees within thirty (30) days from the date of each Consultant or Resellers invoice. Unpaid invoices may be subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum allowed by law, whichever is lower, plus all expenses of collection.

5(C). "Not-to-Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed \$60,000 in the first year. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from Agency's Authorized Representative.

5(D). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the Agency, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the Agency, Consultant shall reimburse the Agency for the

damages incurred (which may be charged as an offset, where mutually agreed, to Consultant's payment).

6. AUTHORIZED REPRESENTATIVES.

6(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the Agency has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit "C," attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative identified in Exhibit "C," without the prior written consent of the Agency. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

6(B). Agency Authorized Representative. For the performance of services under this Agreement, Consultant shall take direction from the Agency's Authorized Representative, [*Kevin Wente or appointed Project Manager(s)*], unless otherwise designated in writing by the Agency's Authorized Representative.

7. INFORMATION AND DOCUMENTATION.

7(A). Information from the Agency. Agency shall make an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the Agency, and the Agency will provide to Consultant all relevant non-privileged information in the Cities possession.

8. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not the Agency's agent, and shall have no authority to act on behalf of the Agency, or to bind the Agency to any obligation whatsoever, unless the Agency provides prior written authorization to Consultant. Consultant is not an officer or employee of the Agency, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race,

color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit “D” entitled “Insurance Requirements.”

13. CONFIDENTIAL INFORMATION.

13(A). The term “Confidential Information” shall mean any and all information which is disclosed by either party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner’s business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner’s past, current, or possible future products or manufacturing or operational methods, including information about Owner’s research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner’s Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within thirty (30) days after termination of this Agreement, each party shall certify in writing to Owner

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that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the Agency is a governmental agency and may be required to release certain information under requests made according to provisions of the Kentucky Open Records Act.

13(B). Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

13(C). The terms of this Section 13 shall survive termination of this Agreement.

14. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the Agency Risk Manager's office by telephone at 1-800-372-5402 (M/W/F) & (859) 425 2481 (T/Th), and Consultant shall promptly submit to the Agency's Risk Manager and the Agency's Authorized Representative, a written report (in a form acceptable to the Agency) with the following information: (a) name and address of the injured or deceased person(s); (b) name and address of witnesses; (c) name and address of Consultant's insurance company; and (d) a detailed description of the damage and whether any Agency property was involved.

15. INDEMNIFICATION.

15(A). Consultant shall indemnify, hold harmless, and defend the Agency (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

15(B). Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 15 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit "A," Scope of Services, infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the Agency the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the Agency or if the alleged infringement is the result of a modification made by the Agency.

16. LIMITED WARRANTY.

16(A). Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

16(B). Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

16(C). Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

16(D). Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

16(E). Consultant will commence and complete the obligations described in this Agreement in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Consultant's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. Consultant may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, the Agency's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to Consultant for the defective or non-conforming software products amongst the Hosted Applications during the three (3) calendar months immediately preceding the occurrence of the unresolved operational issue.

16(F). CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. TERM OF THE AGREEMENT. The term of this Agreement shall commence on the date last signed by the parties or provision of Private Release (whichever is sooner), below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. If the Agency exercises its right to terminate this Agreement in accordance with this paragraph, the Agency shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination.

18. RENEWAL. Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from the Effective Date and shall continue for an initial term of twelve (12) months. At the end of the initial term, this Agreement shall automatically renew for a minimum of two successive periods

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of twelve (12) months, thereafter either party may give the other party written notice of non-renewal at least thirty (90) days prior to the renewal date (such renewal periods and the initial period, collectively the “Term”). The customer will be billed on an annual basis.

- 19. DEFAULT.** If either party (“demanding party”) has a good faith belief that the other party (“defaulting party”) is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten working days of the notice. If: (a) the defaulting party fails to cure the default within fifteen working days of the notice; or (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten working days of the notice; then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.
- 20. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party’s Authorized Representative; or (b) actual receipt at the address designated below; or (c) following acknowledgement receipt of an email to the address below; or (d) ten working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: Agency

Kevin Wente, Administrative Office Sr.
Planning, Preservation & Development
200 E. Main Street
Lexington, KY 40507

To: Consultant

Ronan Barrett, President
Buildingeye Inc.
100 Pine Street, #1250
San Francisco, CA 94111
contracts@buildingeye.net

- 21. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 22. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.
- 23. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Any suit, claim, or legal proceeding of any kind related to this Agreement shall

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be filed and heard in a court of competent jurisdiction in Lexington-Fayette County.

- 24. ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 25. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the Agency. Any attempt to assign or delegate this Agreement without the written consent of the Agency shall be void and of no force or effect. Consent by the Agency to one assignment shall not be deemed to be consent to any subsequent assignment.
- 26. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 27. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 28. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 29. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

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30. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the Agency. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Agency and Consultant do hereby agree to the full performance of the terms set forth herein.

AGENCY NAME, STATE

CONSULTANT

Buildingeye Inc., a Delaware Corporation

By:
Title:
Date: _____

By: Ronan Barrett, President
Title: Chief Executive Officer
Date: _____
Tax ID: 42-1776632

APPROVED AS TO FORM:

By:
Title:

Exhibit “A”
SCOPE OF SERVICES

A. OBJECTIVE

AgencyCounter Application: The AgencyCounter application presents the abundance of public records held by a government agency; these records/record types are aligned to department/business functions i.e. building, land use, code compliance, public works, inspections, et al.

The scope of services provides for the hosting of current and historical data, the integration of data from data sources and other professional services. All services provided are turnkey, with Agency resources only required to agree user and data configurations.

The objective of the application is to present records residing in the Agency’s ERP (Accela) and data repository systems, their respective workflow/review process and to communicate this as authoritative information to Agency officials, staff and citizens through its proprietary interface.

Users are assigned a Role in AgencyCounter, these roles manage the features available, such as creating alerts and data accessed when searching, filtering, and sharing information.

A free map component is included to make it easy for Users to locate their area of reference. Scorecards are statistics shortcuts that enable a User to view information based on frequently requested or logical searches.

B. NEW PROJECT INTEGRATION TIMELINE

Consultant will implement data preparation and present Agency data in the AgencyCounter application within a timeframe of six (6) weeks from the contract execution date. The project timeline is a 6 week program that requires less than four (4) hours of allocated time for conference calls with the relevant Department staff from the Agency during the integration stage.

C. CONTINUING PROJECT TIMELINE

Consultant will provide all services, and functions of the AgencyCounter platform as agreed with the Agency to ensure seamless continuity from contract to contract.

D. APPROACH FOR NEW PROJECTS

Consultant works with the Agency on an agreed schedule of work to include, but not limited to, the setup of communications between the project liaisons, prerequisite requirements, provision of access to the Accela system via the Construct API (Application Program Interface), engagement on technical, product delivery and other matters as they arise. The steps are as follows:

1. Consultant is granted access to the Accela back office systems via the Accela Construct API v3 or later.
2. Consultant presents a Configuration (on the basis of a test data extraction) to gather detailed information based on fields in the Accela back office systems and/or the csv/xls file – this is circulated with the Agency Project Team for comment/direction.

3. Consultant prepares a fully functioning Module following the integration and testing of the data extracted from the Accela system for the Agency Project Team to review.
4. Each Department integration is continually monitored by the Consultant Project team and is further updated based on feedback from the Agency Project Team – this is an iterative process and set out in the project schedule.
5. Each AgencyCounter instance undergoes testing, goes Live and is deemed delivered in Private Release form. Each Department is delivered once complete. The proposed project schedule when agreed between Consultant and the Agency is completed accordingly.
6. Meetings are scheduled for a one-hour time period with the project coordinator on a weekly basis to ensure continuity of communication and visibility of the progress to the Agency.

E. FUNCTIONAL REQUIREMENTS

AgencyCounter Application – Standard Edition

1. **Personalization.** The Agency logo will be included consistently throughout the application located on the top bar.
2. **Service Compatibility.** The AgencyCounter application is compatible across all standard based web browsers on desktop, tablet and mobile devices.
3. **Data Visualization.** The AgencyCounter application functions in a logical workflow and visualization for the general public, agency staff and officials. The use of a map element provides Users with context from a location perspective, the map layer is provided as part of the application.

Data is visualized on a web application with the ability to browse a map, filter and search for records.

Each marker or group of markers on the map is interactive, when clicked on, an information pane appears with record details for that location. The interface is pre-populated with markers based on the users role, noting locations where records exist.

The status and workflow for each record should be clear for users to quickly understand where in the process the project is.

Users with a profile access certain additional features and data attributes.

4. **Search Functions.** Users can browse, search, and filter data available based on their Role based on Agency Content and additional derived content.
5. **Alerts.** The AgencyCounter application enables Users to create a profile using an email address and then design their preference for an alert based on a selected geographic location. Users can amend preferences, and unsubscribe without restrictions. Alert are processed at timed intervals, at a minimum daily, and placed in the applications' Users Activity Center.
6. **Activity Center.** Inside AgencyCounter application each User logged in has

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a feature where Notifications from their Alerts are held for review, Saved Searches, and Reports are also held here for convenience.

7. **Scorecards.** Shortcuts to frequently asked or logical requests for information are presented as Stats, when clicked on, all records to the resultant Stat are presented. Certain Users can output reports based on these Stats.

F. EXTENT OF DATA VISUALIZED

The Data supplied will be for at least 5 years; however, AgencyCounter has the ability to show more data than this. Currently we process data from Jul 1, 2016 for the Agency.

G. HOSTING AND TECHNICAL ASSISTANCE

AgencyCounter provides an always-on service; support and escalation procedures are documented, tested and available. The data input, visualization and email functionality is managed, hosted and powered by Consultant. Formal instruction sheets for support and escalation are provided prior to the launch of the AgencyCounter platform. Upon product launch, the Agency, through the authorized project manager/point of contact can phone, email or create a ticket in Consultant ticketing system to interact with Consultant executive management or operations team. Feedback is available through the AgencyCounter application for anyone to submit a query. Feedback is diverted to Consultant's ticketing system, then followed up with the user or forwarded to the Agency depending upon the issue. Consultant operational support includes a personable level of support for all customers. Consultant, at any time, can be reached by phone and/or email (raising a support ticket is preferable so requests can be processed in a timely manner). Most issues are dealt with within 24 hours or less, if Consultant is at fault. All other issues, including data or system changes by the Agency are programmed and completed within agreed and acceptable timeframe.

H. MAINTENANCE AND SYSTEM OUTAGES

Consultant provides notification when it is determined that the service is not available during normal working hours. Currently all maintenance of the service are silent, meaning that users are not aware a maintenance is taking place. For system outages (due to third parties, such as AWS (Amazon Web Services)), Consultant notifies the Agency of the issue, and provides guidance on the possible length of time it will affect service.

I. DATA STORAGE

Databases are replicated and are backed up daily outside peak times of demand. All data is held at datacenters in the US and is secured, maintained and managed using industry standard best practices.

J. DELIVERABLES

The set of AgencyCounter application deliverables are as follows:

1. URL. A web address is required – two are provided, at the following locations: pittsburghpa.agencycounter.us (for Integration purposes only) and pittsburghpa.agencycounter.com (Production).

2. Initial Data Extraction. Consultant requires read only access to the Agency data repositories to initiate the project.

Data for each module is downloaded for the agreed period and analyzed to understand workflow, application types, address normalization, etc.

Consultant prepares a staging environment with records visualized and a list of questions presented to the Agency project team. This is an iterative process and Consultant works continuously to deliver on the defined scope with the project team until the application is ready for testing.

Based on successful outcome, the Agency data for a given period is uploaded to the AgencyCounter platform and is deemed to be a “Private Live Release”.

3. Continuing Data Extraction. At a minimum on a daily basis, Consultant extracts and updates data from the Agency data repository into the application.

4. AgencyCounter Interface. The interface is made up of the following components, each proprietary to AgencyCounter:

- i. Design and User Flow**
- ii. Intents and Navigation**
- iii. Map**
- iv. Info Pane**
- v. Alert Management**
- vi. Activity Center**
- vii. Scorecards**
- viii. Sharing**
- ix. Advanced Data Services**

5. Key Features.

- i.** The data is visible on the map and color coded in accordance with the agreed status
- ii.** Location markers are clickable and produce an information pane to the left hand side representing the key metadata about records at that specific location
- iii.** Users can search by address as well as local known areas such as Districts etc.
- iv.** Filter functionality is provided to allow users to filter by keyword, record number, date range and type
- v.** Users can view current (instantly) and historical records (when logged in)

6. Filter Tools. Users can filter their search by the following:

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- i.** Address
 - ii.** Local Area: Neighborhoods, District, Custom (GIS shapes for specific areas to be provided by the Agency)
 - iii.** Status (Under Consideration / Decision Made) matched to state of each record
 - iv.** Keyword (permissioned)
 - v.** Date ranges
 - vi.** Record type (tree of different types)
- 7. User Profile.** Users can create and maintain a profile in the AgencyCounter application. The process is simple and only takes a few minutes following the step by step wizard. Once details have been entered, an email is sent to the provided email address to validate its authenticity.
- 8. Alert Notifications.** Users can manage their alerts in AgencyCounter where they can amend or delete them. Users who wish to receive alerts must have an authenticated profile (as outlined above) and can do the following:
- i.** Create an alert by choosing a known local area or a selected number of grids overlaid on a geographic area of the Agency
 - ii.** Choose the options for each department/module available

K. Accela Construct API Access.

Consultant requires access to the Accela Back Office system to provide service to the Agency. To enable this, Consultant sets out the details on how to setup the Accela Construct API access for AgencyCounter. These steps are typically performed by the Agency’s Accela Administrator.

**Exhibit “B”
 COMPENSATION**

For all hosted services and professional services identified in Exhibit “A”, the Agency agrees to pay and Consultant agrees to accept as total compensation the following:

A. COSTS Consultant shall invoice the Agency at the anniversary of each calendar year for all annual fees covering the subsequent year. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. Agency is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant’s income and taxable property. On the anniversary of the each annual term, unless otherwise agreed an increase of 5% is applied to each renewal.

1. One-Time Fees

Not Applicable

2. Annual Subscription Fees

AgencyCounter Standard Edition	List Price	Daily Rate	Subscription for 2022/23
Planning	\$25,185	\$51 Contract	\$18,615
Building / Permits	\$25,185	Discounted Rate	\$18,615
Subscription Renewal Fee - Total			\$37,230

B. EXTRA WORK Extra work as directed and approved in advance by the Agency will be billed at Consultant’s standard rates for service, which is listed as follows:

Description	Hourly Rate
Project Management, Development, Service and Oversight – Blended Cost	\$249.00

C. CONSUMED SERVICES Consumed services are calculated on a fair use basis.

Alerts are included in the application with a quota included free calculated as follows: total annual fee divided by nine, equals number of credits available. A credit is defined as a user with active alerts, each user can create up to two alerts. Over quota charges are applied and reconciled at the anniversary of the term, see our published rate card.

D. PREMIUM FEATURES Standard Edition elements provided in AgencyCounter are freely available to Guest, Registered or Internal Users as per the Consultants product feature listing. Premium features and services are made available for a fee to either Users or the Agency – these will be agreed in advance with the Agency.

E. RATE CARD The Consultant provides certain services and features as add-ons, these are detailed and billed as per the Rate Card in force at the time of uptake, such charges, when and where applicable will be notified to the Agency in advance, in writing.

F. TERMS In general, payment terms are NETT 30 Days from date of signing/order/invoice, whichever is earlier.

Initial Integration Fees will be billed when works commence following signing of this agreement. Fees for each Department will be issued following Private Release to the Agency or on signing of this Agreement, whichever is earlier.

Exhibit “C”
QUALIFICATIONS

Consultant works with Government Agencies providing solutions which include modules for planning applications, building permit functions along with other specialist modules for code enforcement, business licenses, engineering, transportation, fire departments and capital projects.

Consultant offers enterprise and public geospatial products designed exclusively for government agencies, based on the electronic records held in most back office systems, including xls/csv formatted files.

The AgencyCounter platform exclusively available from the Consultant brings life to the data held in public records, presenting it in an easy to use format available on any device, every day.

The organization, Buildingeye is proven, trusted and promoted by many local government agencies, professionals and industry associations. Processing millions of records, working with agencies large and small who have transformed their internal practices, communications and generated efficiencies.

Agencies can now provide a courtesy alerting system to citizens who have an interest in a particular area through the AgencyCounter solution. Implementing AgencyCounter ensures Agency resources are better engaged. Dealing with repetitive enquiries by phone and at the public counter will be a thing of the past as officials and citizens easily access the information, anytime, anywhere, saving the Agency time and money.

During 2015, Consultant was acknowledged by its peers for instigating the development of the BLDS standard to address the interoperability of common data systems within Government. The Consultant as a provider of services to government has ranked in the US GovTech 100 since 2016.

Experience

Consultant has extensive experience in handling millions of records from a variety of back office systems and csv format files, we extract data on a daily basis processing millions of records each month across multiple municipalities and agencies.

The first implementation was integrated over eight years ago and since then Consultant has had a very successful working relationship implementing the solution in other agencies throughout the United States.

Consultant continues to work with cities and counties such as San Francisco, Palo Alto, Pittsburgh, Fremont, Lexington, Grand Rapids among others providing intuitive interfaces to records held in their back office system and have proven effectiveness and efficiencies for the benefit of Agency Officials and the communities they serve.

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All work is completed in house by permanent staff. Consultant does not use subcontractors in the provision of AgencyCounter.

- Consultant is an Accela partner

Consultant has implemented the successful release of similar solutions as the one proposed herein for the following agencies:

- City of Corvallis, OR
- City of Alameda, CA
- City of Missoula, MT
- City of Albany, OR
- Adams County, CO
- City of Pittsburgh, PA
- City & County of San Francisco
- City of Palo Alto, CA

Consultant has internal knowledge of all aspects of the managing and progressing government operational methods, systems and reporting methods, much of which is captured in the functionality of the solution that the Agency is looking to have implemented.

Key Team Members

Ronan Barrett - CEO

Responsibility: Project Management

Ronan has developed AgencyCounter to address a real need to the frustrations of accessing government information which is labor/time intensive and difficult to find the information you need. He set out to simplify the process for citizens, Agency officials and staff to easily access records sitting in back office systems.

Buildingeye was recognized by the City and County of San Francisco where it was successfully selected by Mayor Lee for the City's inaugural Entrepreneurship-in-Residence program which focused on innovation and efficiencies in Government.

Buildingeye has since successfully added and maintained long term relationships with Sacramento, San Francisco, Palo Alto, Pittsburgh and many others to its growing user base.

Gary Smith - Project Lead – Internal Client Services

Responsibility: Liaise with project team to understand and meet the Agency's brief from initial engagement through to project delivery.

Gary has led the successful integration of the many product releases in the following cities: San Francisco, Corvallis, Alameda, Pittsburgh and Missoula on time and within budget. He has been with the company for over 4 years.

He has over 10 years' experience in the software industry with a deep knowledge and hands on experience in working with all technical and product matters, including the integration with many government back office systems.

Exhibit “D”
INSURANCE REQUIREMENTS
Professional

Consultant’s performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant’s agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency before the Agency’s own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Blanket contractual liability
 - b. Broad form property coverage
 - c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability insurance.
4. Professional Liability insurance
5. Cyber Insurance

6. Such other insurance coverages and limits as may be required by the Agency.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and a \$2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
 - a. Bodily Injury by Accident: \$1,000,000 each accident.
 - b. Bodily Injury by Disease: \$1,000,000 policy limit.
 - c. Bodily Injury by Disease: \$1,000,000 each employee.
4. Professional Liability insurance: \$2,000,000.
5. Cyber Liability: \$1,000,000

Such other insurance coverages and limits as may be required by the Agency shall be chargeable, if a premium increase is determined.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Agency.
3. the Agency reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
 - a. the Agency, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on

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the scope of protection afforded to the Agency, its officers, officials, employees, agents or volunteers.

- b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency, its officers, officials, employees, agents or volunteers.
- c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
- d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the Agency and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the Agency and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the Agency Clerk.

Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

G. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. the Agency, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the Agency may purchase such required insurance coverage, and with notice to Consultant, the Agency may deduct from sums due to Consultant any premium costs advanced by the Agency for such insurance.

H. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

I. SUBCONTRACTORS

Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated by this Agreement. The Consultant shall require all subconsultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

J. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against the Agency regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

K. VERIFICATION OF COVERAGE

Consultant shall furnish the Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Agency before the services commence.