DATAMARK® Technologies
Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**"), by and between DATAMARK Technologies, a joint venture of Michael Baker International Inc. and Digital Data Technologies LLC. DATAMARK Technologies is a joint venture with offices located at 100 Airside Drive, Moon Township, PA 15108 ("**DATAMARK Technologies**") and Polk County, a political subdivision of the State of Florida ("Customer"), 330 West Church Street, Bartow, FL 33830.

WHEREAS, Customer wishes to procure from DATAMARK Technologies the access and use of Validate-Edit-Provision (VEP) software described herein, and DATAMARK Technologies wishes to provide such access and use of VEP software to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the following terms and conditions will apply to the software and Related Materials provided under this Agreement and subscriptions placed thereunder.

1. VEP Software.

   1.1. <u>VEP Systems.</u> Subject to and conditioned on Customer's and its Authorized Users compliance with the terms and conditions of this Agreement, during the Term, DATAMARK Technologies shall use commercially reasonable efforts to provide to Customer and its Authorized Users access and use of the DATAMARK Technologies VEP Software as described below, (collectively, the "**VEP Software**"), in accordance with the Related Materials and terms and conditions hereof, including to host, manage, operate, and maintain the VEP Software for remote electronic access and use by Customer and its Authorized Users.

   The VEP Software is implemented using cloud native technology to provide capability for the validating, editing, and provisioning of GIS data for public safety grade GIS data (the "**VEP Systems**"). DATAMARK Technologies shall also provide to Customer and its Authorized Users, as it becomes available, materials related to the access and use of VEP Software (e.g., "**Related Materials**"). For example DATAMARK Technologies may provide Related Materials comprising specifications, documentation, other information, other data, documents, materials, works, other content, devices, methods, processes, hardware, other software and other technologies or inventions, including any deliverables, descriptions (e.g., technical, functional, etc.), requirements, plans, or reports, that are provided or used in connection with the VEP Software or otherwise comprise or relate to the VEP Software or VEP Systems. "Documentation" includes any manuals, instructions or other documents or materials that the DATAMARK Technologies provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the VEP Software, such as any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

Maintenance and support of the VEP Software for access and use by Customer and its Authorized Users will be in substantial conformity with the documentation and support based on the Service Level Agreement and Maintenance Terms provided in Appendix A.

1.2. <u>VEP Software and System Control.</u> Except as otherwise expressly provided in this Agreement or in the Service Level Agreement and Maintenance Terms provided in Appendix A, as between the parties:

    a) DATAMARK Technologies has and will retain sole control over the operation, provision, maintenance and management of the VEP Software and Related Materials, including the: (i) DATAMARK Technologies Systems; (ii) selection, deployment, modification and replacement of the VEP Software; and (iii) performance of support, maintenance, upgrades, corrections and repairs as described in Appendix A; and

    b) All right, title and interest in and to the DATAMARK Technologies SaaS, including the VEP System, VEP Software, and Related Materials, including all Intellectual Property Rights therein, are and will remain with DATAMARK Technologies and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the DATAMARK Technologies SaaS or Related Materials except as expressly set forth in Section 2 and 3 or the applicable third-party license. All other rights in and to the VEP System, VEP Software, and the Related Materials are expressly reserved by DATAMARK Technologies and the respective third-party licensors.

1.3. <u>Changes.</u> DATAMARK Technologies reserves the right, in its sole discretion, to make any changes to the VEP Software and Related Materials that it deems necessary or useful.

2. <u>DATAMARK Technologies SaaS.</u> The specific DATAMARK Technologies internet-accessible service identified in Exhibit B that provides use and access of DATAMARK Technologies' VEP System and VEP Software that is remotely hosted by DATAMARK Technologies and/or its network provider and made available to Customer over a network on a term-use basis ("**DATAMARK Technologies SaaS**").

2.1. <u>Authorization.</u> DATAMARK Technologies hereby grants to Customer, during the Term, a non-exclusive, non-assignable, worldwide right to access, use, display, and execute the VEP Systems solely for the permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and up to the number of seats as documented in Exhibit C. DATAMARK Technologies hereby grants a non-exclusive, non-assignable, worldwide right to access, use, and display the VEP Software, and Related Materials. The grants herein are subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement.

2.2. <u>Remote Host.</u> Customer acknowledges that this Agreement is a SaaS agreement and DATAMARK Technologies will not be delivering copies of the Software to Customer as part of this SaaS Agreement.

2.3. <u>Customer Systems.</u> Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the VEP Software and Related Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the VEP Software or DATAMARK Technologies SaaS; (ii) results obtained from any use of the DATAMARK Technologies SaaS or Related Materials; and (iii) conclusions, decisions or actions based on such use.

2.4. <u>License from Customer.</u> Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to DATAMARK Technologies a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content, such as data and materials provided by Customer to DATAMARK Technologies for use in connection with the VEP Software, including, without limitation, customer applications, data files, and graphics, within the VEP System solely as necessary by DATAMARK Technologies to provide access and use of the VEP Software to Customer.

2.5. <u>Customer Data; Resultant Data</u>. As between Customer and DATAMARK Technologies, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to Customer Data and Resultant Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 2.6 hereto.

2.5.1. <u>Consent to Use Customer Data, Resultant Data.</u> Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data and Resultant Data: (a) to DATAMARK Technologies, its Subcontractors and the DATAMARK Technologies Personnel as are necessary or useful to perform the DATAMARK Technologies SaaS; and (b) to DATAMARK Technologies as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

2.6. <u>Reservation of Rights</u>. Except as expressly set forth in Section 2.1 hereto, nothing in this Agreement grants any right, title or interest in or to, no license under any Intellectual Property Rights in or relating to, the VEP Software, VEP System, Related Materials, or Third Party Materials, whether expressly, by implication, estoppel or otherwise. Subject to Section 2.7 hereto, all right, title and interest in and to the VEP Systems, VEP Software, the Related Materials and the Third-Party Materials are and will remain with DATAMARK Technologies and the respective rights holders in the Third-Party Materials.

2.7. <u>Restrictions</u>. Customer will not and shall not permit anyone access or use of the VEP Software and Related Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not: rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available in whole or in any parts of the VEP System, the VEP Software, or Related Materials, to any Person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; access or use the subscription, VEP System, VEP Software, or the Related Materials for purposes of competitive analysis, the development, provision or use of a competing software service or product or any other purpose that is to DATAMARK Technologies' detriment or commercial disadvantage; or otherwise access or use the VEP

System, VEP Software, or the Related Materials beyond the scope of the authorization granted under the terms of the SaaS Agreement.

2.8. Geographic Use. Customer shall only use the VEP Software for the geographic area for which its contract applies. Any use outside the geographic area will result in additional licensing fees.

3. Service Levels. The Service Level and Maintenance Agreement for the DATAMARK Technologies SaaS, the access and use of the VEP Software and VEP Systems is provided in Appendix A.

4. Customer Obligations.

4.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Related Materials all Customer Systems on or through which the VEP Software is accessed or used; (b) provide DATAMARK Technologies Personnel with such access to Customer's premises and Customer Systems as is necessary for DATAMARK Technologies to perform the DATAMARK Technologies SaaS in accordance with the SLA of Appendix A and Related Materials; and (c) provide all cooperation and assistance as DATAMARK Technologies may reasonably request to enable DATAMARK Technologies to exercise its rights and perform its obligations under and in connection with this SaaS Agreement.

4.2. Effect of Customer Failure or Delay. DATAMARK Technologies is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

4.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful hereto measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the DATAMARK Technologies SaaS and Related Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify DATAMARK Technologies of any such actual or threatened activity.

4.4. Audit. Customer gives DATAMARK Technologies unlimited rights to conduct an audit without advance notice to ensure that additional users that do not have licenses are not accessing the system. The DATAMARK Technologies SaaS may be suspended or terminated if DATAMARK Technologies believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, e.g., non-payment of fee, or accessed or used the DATAMARK Technologies SaaS beyond the scope of the rights granted, (e.g., more individuals accessing system than license paid for, etc.); (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the DATAMARK Technologies SaaS; or (iii) this SaaS Agreement expires or is terminated.

5. <u>Data Obligations.</u>

5.1. <u>Security Measures.</u> DATAMARK Technologies will employ security measures in accordance with applicable industry practice. The VEP Software secures and restricts data access to Customer Data and/or Resultant Data through customized download and editing modules eliminating a need for additional plugins or downloads. Access to the DATAMARK Technologies SaaS is restricted to Authorized Users only and no data is made publicly available. File level access or repository browsing are transmitted through secure channels, including HTTPS security, and such capabilities are secured and not exposed to any Customer, data files used with the VEP Software are scanned for virus and malware, security performed in virtually isolated digital locations for safety from other Customer Data and Resultant Data.

5.2. <u>Customer Control and Responsibility.</u> Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use and any data that is not accurate; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the DATAMARK Technologies SaaS; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the VEP Software, VEP Systems, and Related Materials directly or indirectly by or through the customer systems or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Customer will retain sole responsibility for prohibiting any actions to bypass or breach any security or protection used by the VEP System and/or the VEP Software, by any authorized user of Customer, or those that thereby access or use the VEP System and/or the VEP Software, other than by an Authorized User through the use of his or her own then-valid Access Credentials.

5.3. <u>Data Breaches.</u> DATAMARK Technologies shall implement and maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the VEP Systems ("Data Breaches"). In the event of a Data Breach, or in the event that DATAMARK Technologies suspects a Data Breach, DATAMARK Technologies shall (i) promptly notify Customer by telephone and (ii) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach. DATAMARK Technologies shall give Customer prompt access to such records related to a Data Breach as Customer may reasonably request; provided such records shall be DATAMARK Technologies' Confidential Information pursuant to Section 8 (Nondisclosure), and DATAMARK Technologies shall not be required to provide Customer with records belonging to, or compromising the security of, it's other customers.

5.4. <u>Access and Security.</u> Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the DATAMARK Technologies SaaS; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the DATAMARK Technologies SaaS. Customer shall prohibit any actions to input, upload, transmit or otherwise provide to or through the VEP System, the VEP Software, or any of

DATAMARK Technologies' computers or systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code, back door or otherwise damage, destroy, disrupt, disable, impair, interfere with, attempt to damage, interfere, or impede or harm in any manner the VEP System, the VEP Software, any DATAMARK Technologies Systems or activities related to DATAMARK Technologies' provision of VEP Software to any party, in whole or in part.

5.5. <u>Suspension or Termination of Services.</u> DATAMARK Technologies may suspend, terminate or otherwise deny Customer's, or any Authorized User's access to or use of all or any part of the VEP Software or Related Materials, without incurring any resulting obligation or liability, if DATAMARK Technologies receives a judicial or other governmental demand or order that requires DATAMARK Technologies to do so.

6. <u>Orders and Payments.</u>

6.1. <u>Orders.</u> All DATAMARK Technologies orders are subject to the terms and conditions of this contract and the Exhibits to the contract. If there is any conflict between an order and this contract, the contract is controlling. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and the applicable Exhibits. Customer contract number assigned to a SaaS Agreement will be provided to DATAMARK Technologies, in writing, prior to the start of any work.

6.2. <u>Invoice and Payment.</u> The Customer agrees to pay DATAMARK Technologies the fees set forth in Exhibit A at a rate of compensation according to the deliverable payment schedule stated in Exhibit A. DATAMARK Technologies shall invoice Customer for all fees on the SaaS Agreement effective date. Customer shall pay all undisputed invoices within 45 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable.

6.3. <u>Fee Increases.</u> DATAMARK Technologies Fees defined in Exhibit A of this Agreement are good for one (1) year from the execution of this agreement unless otherwise specified. If additional users are found to be accessing the system, DATAMARK Technologies shall invoice Customer for payment by billing Customer for the additional users.

6.4. <u>Payment.</u> Customer shall pay all Fees and Reimbursable Expenses within forty-five (45) calendar days after the date of the invoice therefore. Customer shall make payments to the address or account specified on the invoice or such other address or account as DATAMARK Technologies may specify in writing from time to time.

6.5. <u>Taxes.</u> All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. To the extent required by applicable law, Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on DATAMARK Technologies' income. Customer hereby agrees to indemnify DATAMARK Technologies should any taxes be levied against DATAMARK Technologies for which Customer is responsible under applicable law.

7. <u>Term and Termination.</u>

7.1. Initial Term. The term of this Agreement shall begin on the effective date and shall continue as described in Section 7.3.

7.2. Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

7.3. Renewal. This Agreement shall automatically renew on expiration of the (12) month term for additional (12) month periods, unless either party requests termination at least thirty (30) days prior to the end of the then-current term. VEP is sold on an annual subscription basis. The price of the software will increase by 5% each year from the previous year's price. The price increase is compounding.

7.4. Effect of Expiration or Termination.

7.4.1. Upon any expiration or termination of this Agreement, DATAMARK Technologies shall immediately cease providing the VEP Software and all usage rights granted under this SaaS Agreement shall terminate.

7.4.2. If DATAMARK Technologies terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to DATAMARK Technologies all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by DATAMARK Technologies, then DATAMARK Technologies shall immediately repay to Customer all pre-paid amounts for any unperformed DATAMARK Technologies SaaS scheduled to be delivered after the termination date.

7.4.3. DATAMARK Technologies agrees to preserve and back up Customer's entire database as it would have had the Agreement not been terminated. Customer shall make arrangements for the transfer of such data back to Customer at Customer's costs within thirty (30) days of any termination unless such termination is a result of Customer's failure to pay DATAMARK Technologies any amounts due hereunder, in which case, Customer is not entitled to any such data until its account is made current. In all events, DATAMARK Technologies shall preserve Customer's data for no more than five years following termination of this Agreement.

8. Confidentiality.

8.1. Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the

nature of the information itself, including trade secrets, secret designs, research and development disclosures, or proprietary information. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. DATAMARK Technologies Software and Documentation are deemed Confidential Information of DATAMARK Technologies.

8.2. <u>Confidentiality.</u> During the term of this SaaS Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

8.3. <u>Exceptions.</u> Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or <u>becomes</u> known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law such as may be reviewed under public records disclosure including Chapter 119, F.S. or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

9. <u>Representations and Warranties.</u>

9.1. <u>Mutual Representations and Warranties.</u> Each party represents and warrants to the other party that:

    a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

b)   it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;

c)   the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

d)   when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. <u>Additional Customer Representations, Warranties and Covenants.</u> Customer represents, warrants and covenants to DATAMARK Technologies that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by DATAMARK Technologies and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.3. <u>Warranty and Disclaimer.</u> DATAMARK Technologies shall use reasonable efforts consistent with prevailing industry standards to maintain the DATAMARK Technologies SaaS in a manner which minimizes errors and interruptions in the DATAMARK Technologies SaaS and shall provide access and use of the VEP Software and perform implementation of VEP Systems in a professional and workmanlike manner. The DATAMARK Technologies SaaS may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by DATAMARK Technologies or by third-party providers, or because of other causes beyond DATAMARK Technologies' reasonable control, but DATAMARK Technologies shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service interruption.   HOWEVER, COMPANY DOES NOT WARRANT THAT THE DATAMARK TECHNOLOGIES SAAS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE VEP SOFTWARE.   EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE VEP SOFTWARE AND VEP SYSTEMS ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.4. <u>Indemnification. (See attached Exhibit "D", Polk County Supplemental Terms and Conditions)</u>

    9.4.1.

9.5. <u>No Other Rights.</u> Customer has no title to or ownership of, any intellectual property rights with respect to the Software including, without limitation, any related copyrights, trademarks, patents, trade secrets, or inventions performed with the VEP Software, DATAMARK Technologies VEP computer source code, descriptions of the VEP Software, and other intellectual property rights in the underlying functions, look, and feel of the VEP Systems. Customer has only the granted rights with respect to the Software that are expressly set forth in this Agreement. Customer has

no other rights, implied or otherwise. Customer acknowledges and agrees that the Software is being licensed, not sold, and that rights to access the Software are acquired only under this license from DATAMARK Technologies. The source code of the Software constitutes valuable trade secrets of, and confidential and proprietary information to, DATAMARK Technologies and its suppliers, and (a) may not be distributed, disclosed or otherwise provided to third parties, and (b) may be used only internally and only in conjunction with and for Customer's own authorized internal use of the Related Materials.

10. <u>Limitations of Liability.</u>
NEITHER PARTY (NOR ANY SERVICE, LICENSOR OR OTHER SUPPLIER OF DATAMARK TECHNOLOGIES) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

11. <u>General Provisions.</u>

11.1. <u>Non-Exclusive Service.</u> Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DATAMARK Technologies' ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

11.2. <u>Independent Contractors.</u> The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating other relationships between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

11.3. <u>Publicity.</u> DATAMARK Technologies may include Customer's name and/or logo in its customer lists and on its website. Upon signing, DATAMARK Technologies may issue a high-level press release announcing the relationship and the manner in which Customer will use the DATAMARK Technologies Software and System solution. DATAMARK Technologies shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

11.4. <u>Export Regulations.</u> Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the DATAMARK Technologies SaaS (including technical data) and any SaaS deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software

programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

11.5. <u>Notices.</u> Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

11.6. <u>Interpretation.</u> The parties intend this SaaS Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

11.7. <u>Headings.</u> The headings in this SaaS Agreement are for reference only and do not affect the interpretation of this Agreement.

11.8. <u>Force Majeure.</u> (See attached Exhibit "D", Polk County Supplemental Terms and Conditions)

11.9. <u>Entire Agreement.</u> This SaaS Agreement (including the exhibits and appendices) constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

11.10. <u>DATAMARK Technologies Personal Data Obligations</u>. In performing the SaaS Agreement, DATAMARK Technologies will comply with the Michael Baker, International (Michael Baker) Privacy Policy, which is available at https://mbakerintl.com/privacy-policy/, and incorporated herein by reference. The Michael Baker Privacy Policy is subject to change at Michael Baker's discretion; however, Michael Baker's policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the VEP Software have been paid. The policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Agreement. DATAMARK Technologies will only process Customer Personal Data in a manner that is reasonably necessary to provide a VEP System and/or VEP Software and will only process Customer Personal Data for the purpose of delivering DATAMARK Technologies SaaS.

11.11. <u>Assignment.</u> Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement

relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

11.12. <u>No Third-party Beneficiaries.</u> This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or because of this Agreement.

11.13. <u>Severability.</u> If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

11.14. <u>Surviving Terms.</u> Sections 1, 2, and 7 through 11 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

11.15. <u>Governing Law.</u> (See attached Exhibit "D", Polk County Supplemental Terms and Conditions)

11.16. <u>Compliance with Laws.</u> DATAMARK Technologies shall comply with all applicable local, state, national in connection with its delivery of the DATAMARK Technologies SaaS, including those laws related to data privacy, and the transmission of technical or personal data.

11.17. <u>Dispute Resolution.</u> Customer's satisfaction is an important objective to DATAMARK Technologies in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

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

11.19. SOC 2 Compliance Commitment

Vendor certifies that the Validate Edit Provision (VEP) software provided under this Agreement will have a SOC 2 Type II report within twelve (12) months from the date of execution of this Agreement. If DATAMARK fails to provide the SOC 2 Type II report within the specified twelve (12) month period, then Polk County shall be entitled to the full amount of all fees paid for the VEP software, as well as continued use of the DATAMARK software considered in the Agreement at no cost to Polk County for sixty (60) days. Thereafter, this agreement will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service Agreement as of the provided effective date: _____.

DATAMARK TECHNOLOGIES   **CUSTOMER**

Signature: Signature:

Name: Leigh TeWinkle   Name: T.R. Wilson

Title: Vice President   Title: Chairman, Board of County Commissioners

Date: 8/8/2025   Date:

Exhibit A Pricing

SaaS Solution Pricing

Software subscriptions for the SaaS solutions included in this Scope of Work exhibit will begin and be invoiced upon execution of the applicable SaaS agreements.

One-Time Fees for SaaS Solutions	Price
GIS Data Hosting Layer Configuration	$5,000
GIS Data Hosting Setup	$2,000
One-Time SaaS Solution Fees Subtotal	**$7,000**
Annual Recurring Fees for SaaS Solutions	Price
VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 1	$28,002
VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 2	$29,402
VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 3	$30,284
VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 4	$31,193
VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 5	$32,128
Annual VEP Validator Subscription Fees Subtotal − 5 Years	**$151,009**
VEP Aggregator VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 1	$9,421
VEP Aggregator VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 2	$9,892
VEP Aggregator VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 3	$10,188
VEP Aggregator VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 4	$10,494
VEP Aggregator VEP Validator to Support Region 4 NG9-1-1 GIS Data Repository: Year 5	$10,809
Annual VEP Aggregator Subscription Fees Subtotal − 5 Years	**$50,804**
GIS Data Hosting to Support Region 4 NG9-1-1 GIS Data Repository: Year 1	$40,369
GIS Data Hosting to Support Region 4 NG9-1-1 GIS Data Repository: Year 2	$42,387
GIS Data Hosting to Support Region 4 NG9-1-1 GIS Data Repository: Year 3	$43,659
GIS Data Hosting to Support Region 4 NG9-1-1 GIS Data Repository: Year 4	$44,969
GIS Data Hosting to Support Region 4 NG9-1-1 GIS Data Repository: Year 5	$46,318
Annual GIS Data Hosting Subscription Fees Subtotal − 5 Years	**$217,702**
MSAG Generator to Support Region 4 NG9-1-1 GIS Data Repository: Year 1	$2,310
MSAG Generator to Support Region 4 NG9-1-1 GIS Data Repository: Year 2	$2,426

MSAG Generator to Support Region 4 NG9-1-1 GIS Data Repository: Year 3	$2,498
MSAG Generator to Support Region 4 NG9-1-1 GIS Data Repository: Year 4	$2,573
MSAG Generator to Support Region 4 NG9-1-1 GIS Data Repository: Year 5	$2,650
Annual MSAG Generator Subscription Fees Subtotal – 5 Years	**$12,457**
Exhibit A Total:	**$438,972**

Exhibit B: Scope of Work

VEP is DATAMARK Technologies' cloud-native software as a service (SaaS) solution to validate, edit, and provision public safety GIS data following NG9-1-1 standards and GIS industry best practices. VEP is offered in Validator and Editor level subscriptions to provide the GIS data management features and solutions that best meet your GIS needs. VEP Validator's features, user roles, implementation, and support are described in detail below.

Software Subscription to VEP Validator

VEP Validator is delivered through software subscription, subject to an annual fee, and contracted through the execution of a SaaS Agreement. Software subscription fees include all VEP implementation tasks, user training, support, maintenance, and version upgrades through the term of the SaaS Agreement.

DATAMARK Technologies will provide Polk County 911 with a software subscription to **VEP Validator** for a period of **five years** that includes **one System Administrator user** and **one Validator user**.

The SaaS Agreement for VEP Validator is automatically renewed unless notice of cancelation is received 60 days prior to the renewal date.

Cloud-Native NG9-1-1 and Public Safety GIS Data Management SaaS Solution

DATAMARK Technologies leverages the security, reliability, and scalability of cloud-native development to deliver web-based NG9-1-1 GIS data management solutions that operate on common business workstation equipment and require no additional investment in specialized software licensing or hardware.

VEP can be quickly deployed to provide dedicated NG9-1-1 GIS data validation, export, and provisioning tools which support and complement your existing GIS environment along with integrated GIS data editing and observation tools to manage GIS datasets directly within the VEP platform.

Cloud-native architecture enables DATAMARK Technologies to provide regular updates and upgrades to VEP that deliver improvements and innovations required to keep pace with changes to NG9-1-1 GIS data standards and the evolution of public safety GIS data management tools, workflows, and policies.

The DATAMARK VEP solution is hosted in a secure Amazon Web Services (AWS) cloud environment and adheres to the following security measures and plans:

- NIST SP 800-53
- Data encryption at TLS
- Proactive Intrusion Detection and Prevention
- Amazon Web Service backup and recovery procedures
- SOC 1 and SOC2 reports are available for review, as required

SaaS solution delivery ensures you are always using the most current version of VEP, offers the scalability to add and remove users as and when needed, and provides the capability to upgrade from

Validator to Editor at any time. Following implementation, DATAMARK Technologies' Client Success team will work with you to ensure VEP remains configured to support your GIS data management needs.

NG9-1-1 GIS Data Validation Tools and Workflows

Subscription to VEP Validator provides Polk County 911 with user-friendly tools and workflows to validate public safety GIS data and export GIS data into the schemas required for provisioning in Next Generation Core Services (NGCS) and public safety software systems.

VEP provides a comprehensive suite of tools to validate GIS, MSAG, and ALI data, and to run quality control (QC) checks for conformance with the NENA NG9-1-1 GIS Data Model as well as public safety and GIS standards and best practices. Validations can be performed as often as necessary and scheduled to run on a regular basis, based on local GIS data management process requirements.

VEP identifies NG9-1-1 schema inconsistencies, spatial anomalies, and discrepancies in your GIS and 9-1-1 data by evaluating attribute, topology, and spatial accuracy within each layer and running cross-feature validations on the dataset. VEP can validate individual layers, groups of layers, or their entire dataset.

The VEP system dashboard provides secure role-based access to validation results, system usage metrics, and GIS data statistics. Users have one-click access to create and schedule validations, view the results of validations, and mark exceptions in the validation reports.
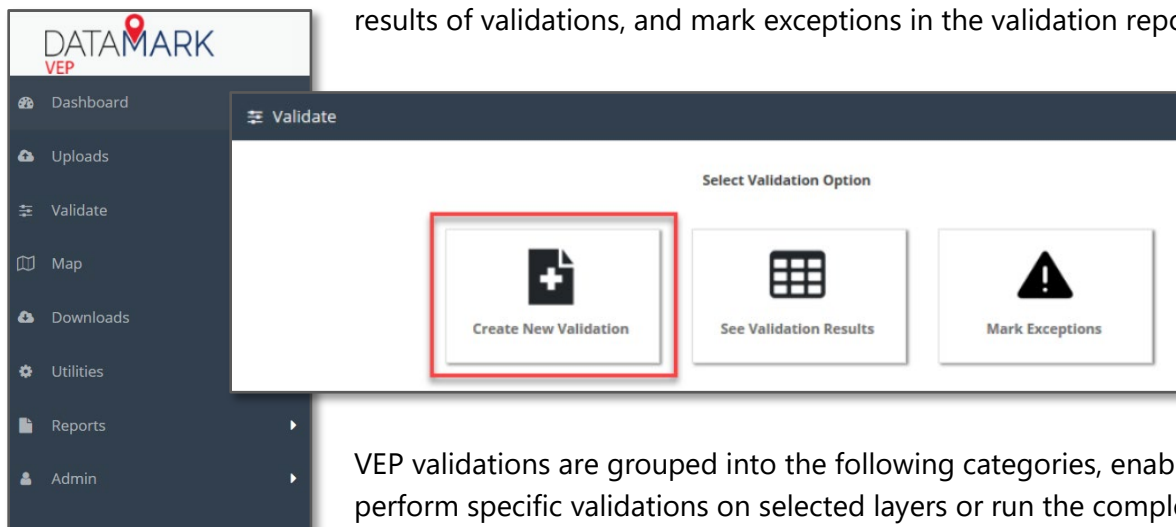
VEP validations are grouped into the following categories, enabling users to perform specific validations on selected layers or run the complete suite of validations on the entire GIS database.

Address Point Validations provide insights into the integrity of address point data and associated data schema including attribute completeness and duplicate address points. Address Point Validations are also used to examine the relationship between the geometry and attributes of the road centerlines and address points, looking for and identifying misplaced address points.

Road Centerline Validations are used to deliver insights into road centerline data and perform audits of the integrity of the road centerline data by evaluating the attribute completeness, data schemas, and spatial relationships within road centerline data.

Fishbone Analysis compares placed address points to where they are geolocated on the road centerline, creating lines between the address point and road centerline in a 'fishbone' pattern.

This validation displays anomalies including address points on the wrong side of the road, out of order address points, and address points mapped to multiple road centerlines. Fishbone analyses identify where duplicate attributes or overlapping ranges cause placement on multiple road segments.
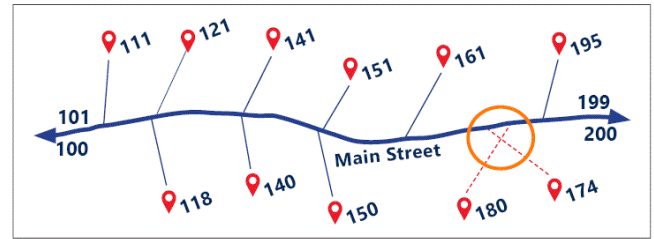
Boundary Validations identify topological errors including gaps and overlaps between provisioning and emergency service boundaries. Boundary Validations compare address point and road centerline datasets to boundaries to ensure the local jurisdiction's data is fully contained within the boundaries.

MSAG and ALI to GIS Validations support the synchronization of tabular 9-1-1 data and GIS datasets by comparing the MSAG with road centerline data and comparing ALI data with address points and road centerlines to flag missing data and determine consistency with street naming and range values.

GIS Data Export and Provisioning Tools

VEP provides the flexibility to download and export datasets that contain local, regional, or state-specific fields and schemas while maintaining compliance with the NENA NG9-1-1 GIS Data Model. During implementation, VEP will be configured to export GIS datasets in the jurisdiction's native schema in addition to the NENA NG9-1-1 schema. Examples of PSAP applications that have specific GIS schema requirements include Computer Aided Dispatch (CAD), 9-1-1 call taking and call mapping, and Automatic Vehicle Location (AVL).

VEP provides users with intuitive tools to download datasets in up to 10 schemas, including the NENA schema and up to nine additional native schemas. Users can easily download the full VEP GIS database, export it in the NENA schema, or export it in native schemas to support PSAP and government applications.

VEP's cloud-native architecture enables us to provide a platform-agnostic solution for provisioning GIS data into currently available Spatial Interface (SI) systems that operate between your GIS data and the NGCS functional elements that consume it.

VEP Validator User Roles

Subscription to VEP Validator includes System Administrator and Validator user roles along with the option to add Read-Only users as described below.

System Administrator is the highest permission level assigned to users in VEP. System Administrator users have full access to VEP's validation, reporting, and upload/download tools. System Administrator users configure VEP user roles, set user permissions, manage the database, and perform system administration tasks.

Validator user roles can be assigned to GIS or non-GIS personnel to provide full access to VEP's data validation, and upload/download functions. Validator users run validations on the GIS database, review validation results and mark exceptions in the data, and export GIS datasets for provisioning in NG9-1-1 and other public safety applications.

Read-Only users can be added to a VEP Validator subscription to provide access for additional personnel to view GIS data metrics and statistics. Read-Only users do not have access to VEP's validation or upload/download tools.

Implementation: VEP Validator

Project Initiation and User Setup

DATAMARK Technologies will develop and follow a written plan for implementing VEP that outlines system and data requirements, user and administrator training, and the requirements and responsibilities for deploying VEP.

Administrator level user accounts are set up by DATAMARK Technologies at the start of VEP implementation and provided to Polk County 911's System Administrator users at the end of VEP training. User level access is created by System Administrator users following training.

GIS Data Gathering and Assessment for Onboarding

DATAMARK Technologies will provide VEP's data requirements and work with Polk County 911 to gather GIS and 9-1-1 datasets and conduct an assessment to evaluate them for onboarding. Data that meets the requirements for onboarding will be loaded into VEP following the process described below. If our assessment shows data does not meet data onboarding requirements, we will advise on the corrections, edits, or additions necessary to load it into VEP.

GIS Data Onboarding

DATAMARK Technologies will configure the VEP SaaS solution and onboard Polk County 911's GIS, MSAG, and ALI data into the system. GIS data will be field mapped into the VEP schema, and we will conduct a virtual onboarding meeting during training to review the native schema and field mapping.

We will create a VEP Onboarding Report which will be delivered during training and highlights items such as VEP field mapping and guidance for any additional data modifications which may be required prior to being used to manage live data.

Training: VEP Validator

DATAMARK Technologies will deliver virtual training for administrators and users of VEP following GIS data onboarding. VEP Validator training introduces the VEP platform and provides instruction in how to use VEP to perform validations on GIS and 9-1-1 data and how to export data for provisioning into NG9-1-1 and public safety applications. The VEP Validator training course includes the following instruction modules:

Overview/About VEP

Validation Processes and Exceptions

Data Preparation, Uploading, and Downloading

Administrative Tools, Support Center, and Open Discussion

Training Course Delivery

Polk County 911 shall provide a suitable location, computer equipment, and internet connectivity required for the DATAMARK Technologies team to provide remote virtual onboarding and training services.

Training is conducted by live instructors in a virtual webinar format to minimize the time and resources required to train local staff. This also enables participants to directly interact with instructors, ask questions, and maximize learning opportunities. Virtual training will be coordinated and scheduled with Polk County 911 to minimize impact on day-to-day operations.

Training webinars may be recorded for future reference, for use in refresher training, and for onboarding new users after VEP has been deployed and initial training has been completed.

If Polk County 911 prefers onsite training to be conducted, DATAMARK Technologies can provide local in-person training. Additional one-time fees for onsite training will apply.

VEP Solution Support

DATAMARK Technologies is committed to Polk County 911's long-term success and meeting your GIS data management objectives. Subscription to VEP provides access to the VEP Support Center as well as our Client Success Team, which is made up of dedicated technical support personnel and client success managers who are experts in GIS and NG9-1-1 tools, workflows, and best practices.
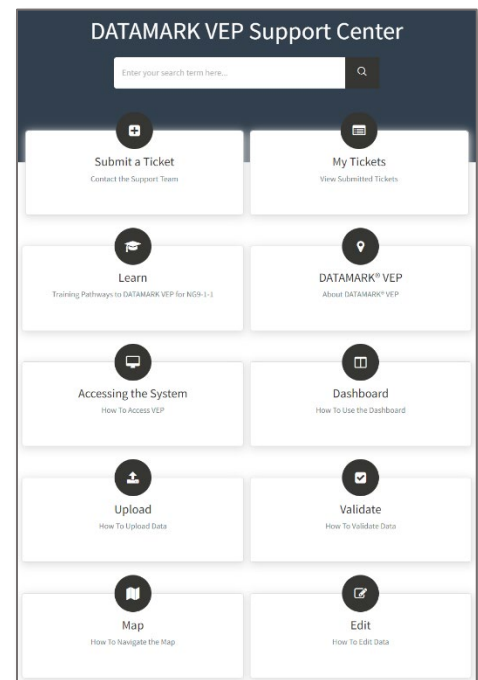
VEP Support Center

Following implementation, users can access the VEP Support Center directly from the VEP user interface, which provides access to a comprehensive and searchable library of informational articles, training materials, and reference documents.

The VEP Support Center ticketing system provides users with the ability to submit, review, and track support requests for the VEP solution. DATAMARK Technologies' Technical Support team responds to support tickets submitted through the system, and users can directly monitor and track the status of support requests.

VEP Technical Support Team

DATAMARK Technologies' Technical Support team manages the VEP Support Center and resolves requests for technical support through VEP's secure online ticketing system. The Technical Support team also provides telephone-based technical support during business hours for clients who prefer to speak directly with a support team member. The Technical Support team can be reached by telephone Monday through Friday, from 8:00 AM to 8:00 PM Eastern time, excluding statutory holidays.

Client Success Team

A Client Success Manager will be assigned to provide continuity of support and maintain two-way communication with Polk County 911, ensuring we remain responsive to your ongoing GIS data needs and VEP remains configured to achieve your data management goals. The Client Success Manager provides a single point of contact, works collaboratively with stakeholders and the DATAMARK Technologies team, and is empowered to resolve questions, issues, and concerns that may arise during operation of the VEP solution.

VEP Validator Implementation Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities

- Provide GIS and 9-1-1 datasets and review GIS data field mapping for onboarding
- Provide space, computer equipment, and internet connectivity to support training

DATAMARK Technologies Deliverables

- Assess GIS and 9-1-1 datasets and conduct a review of GIS data field mapping for VEP onboarding
- Provide administrator and user level access to the VEP application and the VEP Support Center
- Conduct VEP user and administrator training

DATAMARK VEP Aggregator

VEP Aggregator is DATAMARK Technologies' cloud-native software as a service (SaaS) solution for aggregating local GIS datasets into a regional or statewide NG9-1-1 GIS database, validating the aggregated NG9-1-1 GIS database, and running cross-jurisdictional validations on source data. VEP Aggregator is deployed by 9-1-1 authorities to develop and maintain a NG9-1-1 GIS database composed of local datasets maintained by GIS authorities using VEP Validator or Editor. VEP Aggregator's features, user roles, implementation, and support are described in detail below.

Software Subscription to VEP Aggregator

VEP Aggregator is delivered through software subscription, subject to an annual fee, and contracted through the execution of a SaaS Agreement. Software subscription fees include implementation of the VEP solution, user training, support, maintenance, and upgrades through the term of the SaaS Agreement.

DATAMARK Technologies will provide Polk County 911 with a software subscription to VEP Aggregator for a period of **five years**.

The SaaS Agreement for VEP Aggregator is automatically renewed unless notice of cancelation is received 60 days prior to the renewal date.

Cloud-Native NG9-1-1 GIS Data Aggregation SaaS Solution

VEP Aggregator leverages the security, reliability, and scalability of cloud-native development and requires no additional investment in specialized software licensing or hardware. Secure centralized data and application hosting enables VEP Aggregator to be rapidly implemented for regional and statewide clients.

Cloud-native architecture enables DATAMARK Technologies to provide regular updates and upgrades to VEP that deliver improvements and innovations required to keep pace with changes to NG9-1-1 GIS data standards and evolution of public safety GIS data management tools, workflows, and policies.

SaaS solution delivery ensures you are always using the most current version of VEP and provides the scalability to add and remove users as and when needed. DATAMARK Technologies' Client Success team will work with you to ensure VEP remains configured to support your GIS data management needs.

Aggregating Local Datasets into an NG9-1-1 GIS Database

VEP's intuitive user interface provides seamless and user-friendly workflows to streamline the process of aggregating locally managed datasets into a regional or state NG9-1-1 GIS database.

Regional and state GIS authorities use VEP Aggregator to consolidate local GIS datasets into an aggregated NG9-1-1 GIS database which conforms to state and NENA NG9-1-1 GIS standards, run validations on the aggregated data, and perform ongoing management of the NG9-1-1 GIS database. Local jurisdictions use VEP's Collaboration Portal to run cross-jurisdictional validations of their data, and mark locally managed datasets ready for aggregation into the NG9-1-1 GIS database.

VEP Aggregator provides intuitive tools and workflows for local, regional, and state GIS authorities to export the aggregated NG9-1-1 GIS database in the NENA schema as well as the regional/state schema.
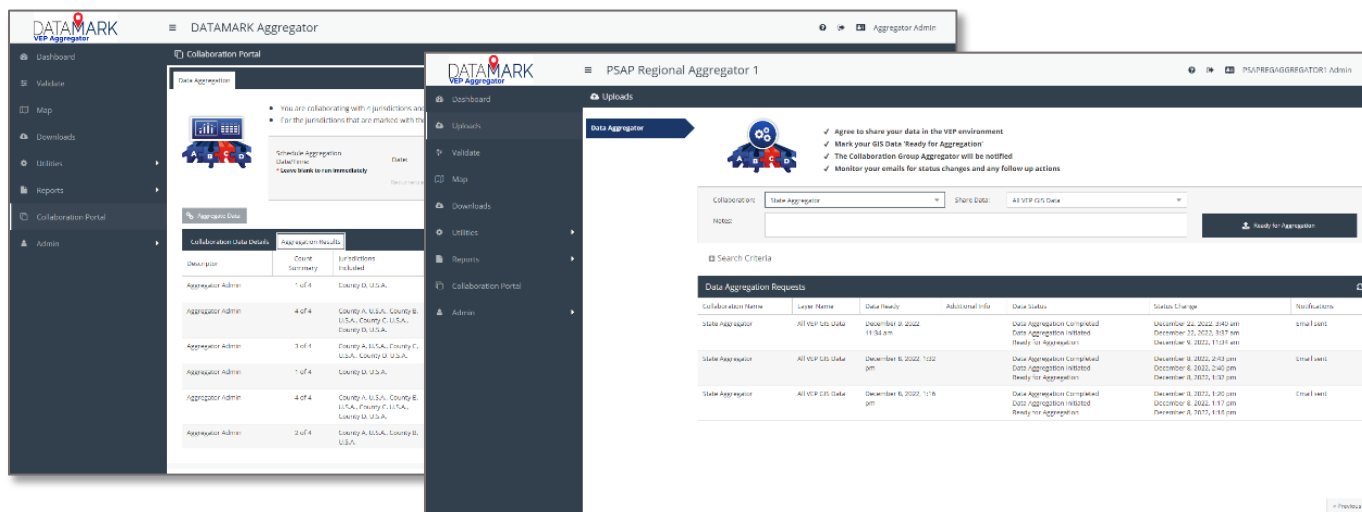
Cross-Jurisdictional Validations on the NG9-1-1 GIS Database and Local Datasets

VEP provides powerful cross-jurisdictional validation tools to the regional/state aggregation authority and to local GIS authorities, which are used to identify errors and anomalies along jurisdictional boundaries. Cross-jurisdictional validations can be run on-demand at any time, as often as necessary, or they can be scheduled for single or periodic runs following each jurisdiction's data management policies.

Run Cross-Jurisdictional Validations from the VEP Dashboard

VEP Aggregator provides regional and state 9-1-1 authority personnel with cross-jurisdictional validations that can be run against local GIS datasets to identify anomalies, discrepancies, and errors in local datasets impacting compliance with NG9-1-1 GIS standards and regional/state GIS data requirements.

VEP provides intuitive single-click access to run validations, view error reports, export data. Validation results such as error reports and anomaly files are easily accessed and downloaded directly from the VEP platform.

Cross-Jurisdictional Validations on Road Centerlines, Address Points, and Boundaries

Road Centerline Validations compare road centerline alignment with neighboring boundaries and identify overlapping address ranges.

Address Point Validations identify duplicate addresses with matching attributes and geometry located in another jurisdiction or multiple jurisdictions.

Boundary Validations identify islands, holes, and overlaps between the PSAP boundary, Emergency Services Boundaries, and Provisioning Boundary feature classes. Validations compare cross-jurisdictional road centerline segments for boundary snapping.

Sharing Cross-Jurisdictional Validation Results
Regional/State GIS Data Aggregation Authorities

VEP provides multiple methods for regional and state GIS authorities managing an aggregated NG9-1-1 GIS database to communicate cross-jurisdictional validation results to local GIS authorities.

Aggregator users can send cross-jurisdictional validation results to local agencies to update and correct local datasets. Aggregator users can also communicate anomalies in GIS datasets to jurisdictions that use VEP Editor by making observations using VEP's web map interface.

Local GIS Authorities

Local GIS authorities use VEP to run cross-jurisdictional validations of their datasets against neighboring PSAPs and agencies to identify and report errors along shared boundaries. Local

jurisdictions use the results to correct issues in their data and can directly provide the results of cross-jurisdictional validations to neighboring agencies to make corresponding corrections and updates.

VEP Aggregator User Roles

Subscription to VEP Aggregator includes the Aggregator Administrator role.

Aggregator Administrator is the highest permission level assigned in VEP Aggregator and provides users with the capability to:

- Run cross-jurisdictional validations
- Review the results of cross-jurisdictional validations for all participating agencies
- View anomalies in the VEP web map and mark observations in the datasets
- Download datasets in the NENA schema or native schema
- Run metrics reports, including Collaboration Usage reports
- Administer and configure the VEP Aggregator solution

Implementation: VEP Aggregator

DATAMARK Technologies will work with Polk County 911 to set up the aggregated NG9-1-1 GIS database and work with each local jurisdiction to contribute locally managed datasets to the aggregated NG9-1-1 GIS database.

DATAMARK Technologies will develop a written plan to implement VEP Aggregator for the NG9-1-1 GIS aggregation authority and implement VEP Validator or Editor for each local GIS authority contributing data to the aggregated NG9-1-1 GIS database.

The implementation plan will outline the data and system requirements for deploying VEP and describe local and aggregator-level implementation tasks and training to be performed and be provided to the NG9-1-1 GIS aggregation authority as well as each local GIS authority.

GIS Data Preparation

DATAMARK Technologies will perform an initial assessment of each local GIS, MSAG, and ALI dataset, onboard local GIS data into VEP, and conduct instructor-led training for VEP's validation, aggregation, editing, and observation workflows and processes. Onboarding data into the VEP solution includes field mapping local GIS datasets to the VEP schema, which fully supports the NENA NG9-1-1 GIS Data Model.

Local GIS and 9-1-1 Data Onboarding into VEP

Following GIS data gathering and preparation for each local GIS authority, DATAMARK Technologies will configure the VEP solution and onboard local GIS, MSAG, and ALI datasets into the GIS data management solution. A full description of VEP onboarding for [Validator/Editor] is provided in this scope of work. GIS and 9-1-1 data onboarding into VEP enables local GIS authorities to begin validating and maintaining their data to NENA and Polk County 911 data standards, and mark data ready for aggregation.

Aggregated NG9-1-1 GIS Database Setup

The aggregated NG9-1-1 GIS database is established in the NG9-1-1 compliant VEP schema when the first local datasets are marked ready for aggregation by their local jurisdictions and consolidated by Polk County 911's Aggregator Administrator users using VEP.

Training: VEP Aggregator

DATAMARK Technologies will deliver virtual training to Polk County 911's Aggregator Administrator users covering VEP's cross-jurisdictional validation and data aggregation features along with administration of the VEP Aggregator solution. VEP Aggregator training is delivered in the following modules:

Course Overview/About VEP	**NG9-1-1 GIS Data Aggregation**
Cross-Jurisdictional Data Validation	**System and Validation Reporting**
VEP Solution Administration	**VEP Solution Support and Open Discussion**

Training Course Delivery

Polk County 911 shall provide a suitable location, computer equipment, and internet connectivity required for the DATAMARK Technologies team to provide remote virtual onboarding and training services.

Training is conducted by live instructors in a virtual webinar format to minimize the time and resources required to train local staff. This also enables participants to directly interact with instructors, ask questions, and maximize learning opportunities. Virtual training will be coordinated and scheduled with Polk County 911 to minimize impact on day-to-day operations.

Training webinars may be recorded for future reference, for use in refresher training, and for onboarding new users after VEP has been deployed and initial training has been completed.

If Polk County 911 prefers onsite training to be conducted, DATAMARK Technologies can provide local in-person training. Additional one-time fees for onsite training will apply.

VEP Solution Support

DATAMARK Technologies is committed to Polk County 911's long-term success and meeting your GIS data management objectives. Subscription to VEP provides access to the VEP Support Center as well as our Client Success Team, which is made up of dedicated technical support personnel and client success managers who are experts in GIS and NG9-1-1 tools, workflows, and best practices.
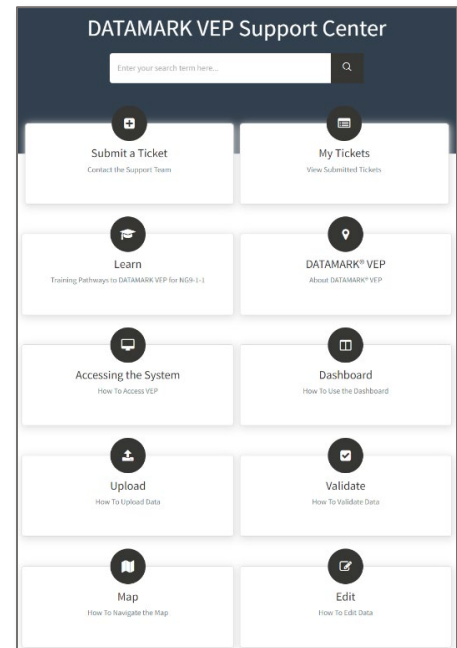
VEP Support Center

Following implementation, users can access the VEP Support Center directly from the VEP user interface, which provides access to a comprehensive and searchable library of informational articles, training materials, and reference documents.

The VEP Support Center ticketing system provides users with the ability to submit, review, and track support requests for the VEP solution. DATAMARK Technologies' Technical Support team responds to support tickets submitted through the system, and users can directly monitor and track the status of support requests.

VEP Technical Support Team

DATAMARK Technologies' Technical Support team manages the VEP Support Center and resolves requests for technical support through VEP's secure online ticketing system. The Technical Support team also provides telephone-based technical support during business hours for clients who prefer to speak directly with a support team member. The Technical Support team can be reached by telephone Monday through Friday, from 8:00 AM to 8:00 PM Eastern time, excluding statutory holidays.

Client Success Team

A Client Success Manager will be assigned to provide continuity of support and maintain two-way communication with Polk County 911, ensuring we remain responsive to your ongoing GIS data needs and VEP remains configured to achieve your data management goals. The Client Success Manager provides a single point of contact, works collaboratively with stakeholders and the DATAMARK Technologies team, and is empowered to resolve questions, issues, and concerns that may arise during operation of the VEP solution.

VEP Aggregator Implementation Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities
- Provide GIS and 9-1-1 datasets and review GIS data field mapping for onboarding
- Provide space, computer equipment, and internet connectivity to support training

DATAMARK Technologies Deliverables
- Assess GIS and 9-1-1 datasets and conduct a review of GIS data for onboarding into the VEP solution and creation of the aggregated NG9-1-1 GIS database
- Provide user access to the VEP application and the VEP Support Center
- Conduct VEP Aggregator user training

GIS Data Hosting

GIS Data Hosting provides authorized service and system providers with secure access to your GIS data for use in public safety systems such as CAD, AVL, 9-1-1 call handling, 9-1-1 call mapping, etc.

DATAMARK Technologies will provide GIS Data Hosting to Polk County 911 for a period of **five years**. GIS Data Hosting is provided on an annual basis following the execution of a SaaS Agreement for the solutions and services described below. The SaaS Agreement is automatically renewed unless notice of cancelation is received 60 days before the renewal date.

Secure Access to GIS Data for Use in Approved Public Safety Systems

DATAMARK Technologies will provide authorized providers with secure access to Polk County 911's GIS data, document and track access provided to authorized providers, and update documentation when access is updated or revoked.

DATAMARK Technologies will perform maintenance on the data hosting map service (URLs, etc.) and update the hosted NENA layers automatically via updates from VEP. Non-NENA layers (excluding Raster layers) will be updated once per quarter with new or updated datasets provided by Polk County 911.

Authorized service and system providers are prevented from modifying or editing your data.

GIS Data Hosting is configurable to enable authorized provider to access selected layers or the complete GIS database. Authorized service and system providers will have access to the following GIS layers:

NENA Required Layers

Road Centerlines	Site/Structure Address Points
Primary PSAP Services Boundaries	Provisioning Boundaries
Primary Emergency Services Boundaries (Police, Fire, Emergency Medical Services)	

NENA Strongly Recommended, Recommended, and Other Data Layers

Street Name Alias Table	Neighborhood Community Boundary
Landmark Name Alias Table	Railroad Centerlines
Complete Landmark Name Alias Table	Hydrology Line
States or Equivalents	Hydrology Polygon
Counties or Equivalents	Cell Sector Location
Incorporated Municipal Boundary	Mile Marker Location
Unincorporated Municipal Boundary	Other Emergency Service Zone Boundaries

GIS Data Hosting Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities

- Provide access to GIS data layers to be hosted by DATAMARK Technologies
- Provide the list of approved service providers and solution vendors to DATAMARK Technologies
- Advise DATAMARK Technologies when access to GIS Data Hosting needs to be changed

DATAMARK Technologies Deliverables

- Provide access to approved service providers and solution vendors
- Track and document access for approved service providers and solution vendors

MSAG Generator

DATAMARK will provide Polk County with software subscription to the MSAG Generator for a period of **five years**. DATAMARK will provide users of Polk County's VEP solution with access to MSAG Generator along with virtual end user training for VEP users.

MSAG Generator requires subscription to VEP Validator, Editor, or Aggregator, and is provided on an annual basis following the execution of a new or amended SaaS Agreement. Software subscription fees for MSAG Generator include support, maintenance, and solution upgrades through the term of the SaaS Agreement. The SaaS Agreement is automatically renewed unless notice of cancelation is received 60 days before the renewal date.

On-Demand Tools to Create and Manage a Geospatial MSAG

The migration from legacy 9-1-1 systems to NG9-1-1 is evolutionary, introducing fundamental changes to emergency call routing and location validation. NG9-1-1 requires the continued use of MSAG until geospatial call routing and location validation are fully implemented.

MSAG Generator provides Polk County with fully integrated and user-friendly tools to create an up-to-date GIS-based MSAG on-demand that replaces the legacy tabular MSAG for call routing and location validation and maintains continuity between NG9-1-1 GIS layers and the legacy MSAG.

MSAG Generator is accessed through VEP's intuitive user interface and can be used as often as necessary to create a new or updated geospatial MSAG that follows the *NENA Standard for the NG9-1-1 GIS Data Model*, supporting legacy 9-1-1 operations throughout the migration to NG9-1-1.

MSAG Generator Tasks, Responsibilities, and Deliverables

Polk County Tasks and Responsibilities

- Maintain an active subscription to VEP Validator, Editor, or Aggregator

DATAMARK Deliverables

- Enable MSAG Generator in Polk County's VEP environment
- Conduct MSAG Generator end user training

PROJECT MANAGEMENT METHODOLOGY

Michael Baker's project management methodology has been used for more than 80 years to effectively manage project plans, schedules, budgets, and contracting. DATAMARK Technologies will follow this methodology to manage each phase of this project in close collaboration with Polk County 911 throughout the contracted term of services.

Project Startup

Following execution of an agreement for services, DATAMARK Technologies will perform project startup tasks which include setting up budget management, developing the project plan, and scheduling a project kickoff meeting for project stakeholders.

DATAMARK Technologies uses Smartsheet, an end-to-end project management application, to manage project planning, scheduling, tasks, communications, and risk management. Smartsheet provides project team members and stakeholders with a web-based dashboard to track project and task status as well as review the schedule, communications plan, risk register, and change log through the life of the project.

Project Kickoff Meeting

DATAMARK Technologies will conduct a virtual project kickoff meeting to introduce project team members, define team member roles, and discuss the project's milestones, objectives, timeline, and approach. Topics discussed during the kickoff meeting will be documented in the project plan.

Project Management Plan

The Project Manager will create a Project Management Plan (PMP) to document project operations, budget, contracts, and quality, based on Polk County 911's project specifications and the finalized scope of work.

The PMP includes the reporting schedule and communication processes established during kickoff along with a risk register to track risks and mitigation plans. Throughout the project, the PMP will be used to document and track:

- Project stakeholders and their project responsibilities
- Project approach and objectives
- Project communication processes
- Risk and decision management
- Project schedule, budget, and progress tracking
- Progress tracking of project milestones and deliverables

The PMP is updated by the Project Manager and updates are communicated to the project team and stakeholders through the life of the project. The most current version of the PMP can be viewed by the project team and stakeholders through the Smartsheet project portal.

Scope, Schedule, and Budget Tracking

DATAMARK Technologies' Project Manager will use Smartsheet to track the project's scope, schedule, and budget from startup through completion. The Project Manager will provide regular communication with the project team to maintain focus, manage workflow efficiency, and monitor progress toward task completion.

Project Status Reporting

The Project Manager will provide regular project status reports to the project team and stakeholders following a schedule developed during the project kickoff meeting. Project status reports include a Project Summary, Action Items, Work Completed, and a list of Issues and Risks. Project stakeholders will be provided access to Smartsheet's web portal to view project status in real time and review the most current project schedule, communications plan, risks, tasks, and project change log.

Project Invoicing

The Project Manager will deliver invoices to Polk County 911 on a monthly, quarterly, or annual basis, or by project milestone, as agreed to during contracting. Invoicing will adhere to all applicable terms and conditions outlined in the project's Services Statement of Work and/or SaaS Agreement.

Project Management Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities

- Participate in project kickoff meeting
- Review and approve the project plan, schedule, invoices, and other project documents

DATAMARK Technologies Deliverables

- Schedule and conduct the project kickoff meeting
- Schedule project status meetings and provide project status reports
- Deliver the PMP, schedule, and other project documents
- Deliver invoices to Polk County 911

Exhibit C

CUSTOMER USE AUTHORIZATION

Subscriber Name	VEP Type	Tier	A	E	V/O	Specified Rights for Identified Use
Polk County	Validator	2	1		1	N/A

Key: A – Administrator; E – Editor; V – Validator; O – Observer

Appendix A

<u>SAAS SERVICE LEVEL AND MAINTENANCE AGREEMEMT</u>

The purpose of this SaaS Service Level and Maintenance Agreement (SLA) is to define the Service Level for the maintenance and support of the DATAMARK Technologies SaaS ("VEP Software"). The VEP Software shall be accessible 24 hours per day, 365 days per year subject to routine maintenance and unexpected outages.

Service Level Agreements are used as a tool to measure and guide DATAMARK Technologies and Customer in achieving the goals for effective delivery of all DATAMARK Technologies SaaS to the Customer. DATAMARK Technologies is providing Customer with the capability to run the VEP Software in a hosted environment. DATAMARK Technologies may choose to work with other Internet or Application service providers in providing its SaaS to Customer.

The SLA may be modified by DATAMARK Technologies from time to time. Updates to the SLA can periodically be found on the DATAMARK Technologies VEP Knowledge base accessed through Customer VEP portal. If a modification is unacceptable to Customer, Customer may cancel a subscription, upon written notice to DATAMARK Technologies. If Customer continues to use the VEP Software, Customer will be deemed to have accepted the modification. The following SLA shall outline DATAMARK Technologies' service level commitment:

1. **The VEP Software**

Specifically, DATAMARK Technologies will provide the following:

- **Application Administration**
  Software installation and software updates (patches, upgrades, support, and maintenance)
- **Technical Support**
  Online email support during coverage hours, 24x7 access to support portal
- **SaaS Management**
  Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration**
  System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Network Administration**
  Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data backup and retention**
  Backups of Customer data

Customer is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

2. **Server Environment**

2.1   Cloud Services

The VEP Software is hosted in a secure Amazon Web Services (AWS) cloud environment. Note: AWS ensures data centers are equipped with back-up power supply to ensure power is available to maintain operations in the event of an electrical failure for critical and essential loads in the facility.

Dedicated compute power for RDS may be allocated to Customers upon request with additional fees.

2.2   Security

DATAMARK Technologies ensures that Customer data is protected with data encryption, user authentication, application security, and more. The VEP Software adheres to the following security measures and plans:

- NIST SP 800-53
- Data encryption at TLS
- Proactive Intrusion Detection and Prevention
- Amazon Web Service backup and recovery procedures

Specific measures include:

- All servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- SSL encryption

3. Service Measures

3.1   Availability

The following availability will be maintained:

Measurement	Definition	DATAMARK Technologies SLA
Software Availability	The periods of time that the Software is available for use by the Customer not including scheduled downtime.	24 x 7 x 365, 99.5% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response.	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Customer data as well as application installation backups	Full database backups of Customer Data are performed routinely every evening. Backup files will be retained for 2 days.
Restoration of SaaS	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure.	DATAMARK Technologies will restore VEP Software at one or more alternate locations within 3 business days.
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No more than 48 hours.
Problem Response Time	Provision of user support. Primary Coverage will be 8am- 8pm Eastern time Monday through Friday, excluding statutory holidays. Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage. We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this, we take: # of issues responded to in 1 hr or less / total number of issues. For example, if a customer logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.

3.2   Priority Levels

Priority Level	Definition	Expected Response	Communication Intervals
Priority 1	Critical System Issue – Complete System Outage	Support Team takes ownership of Problem – Implements emergency plan. System Monitoring is initiated internally.	4 hour maximum
Priority 2	Major Impact – Impact to the Customer's Business with no work around	Problem is worked on continuously until it is resolved, or a reasonable workaround is applied, during normal business hours.	8 hour maximum
Priority 3	Large impact – Significant inconvenience to customers where a workaround might be implemented	Work is expected to continue on a workday basis until a more permanent solution is in place.	24 hour maximum
Priority 4	Small to Minor Impact – Minor to Small Inconvenience	Resolution is worked into a planned project list and schedule or it can be deferred until there is time allowed in the project schedule.	Initial response within 72 hour maximum, ongoing weekly updates
Priority 5	Reported bugs or requested enhancements	Bugs are fixed if they are impacting clients' business. Enhancements are evaluated if approved at DATAMARK Technologies' sole discretion added to the development roadmap as prioritized.	Quarterly unless bug fix is critical to clients' business

3.3   Downtime / Maintenance

DATAMARK Technologies periodically adds, repairs, and upgrades the data center hardware and the Software and shall use its best efforts to accomplish this without affecting the Customer's access to any Software; however, repairs of an emergency or critical nature may result in the VEP Software not being available for the Customer's usage during the course of such repairs. DATAMARK Technologies reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
Standard Maintenance Window	Monday - Sunday: 1 am – 4 am Pacific Time	
Scheduled Upgrades & Maintenance	Regular planned uploads of new functionality will take place during the release schedule window. The release schedule includes four (4) quarterly releases and other hotfixes, patch releases and maintenance upgrades.	- Minimum of 5-day Notice prior to the upload going into the production environment. - A message will be displayed on the main site stating DATAMARK Technologies is down during scheduled upgrades.

Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	- Customer will be notified immediately providing Customer as much prior notice as is commercially practicable of all such emergency maintenance to be performed on the VEP Software. - A message will be displayed on the main site stating DATAMARK Technologies VEP Software is down. - Provide a general description of all such emergency maintenance performed no more than ten (10) calendar days following completion of such emergency maintenance.

4. Compatibility with New Software

4.1 Customer consents and acknowledges that prior to upgrading customer's third-party software, the Customer is solely responsible to verify and ensure that such third-party software is compatible with their current or future versions of Software. The most significant applications which the Customer should carefully check for compatibility before upgrading any other third-party tools used with, by, or integrated with the Software. DATAMARK Technologies will not be responsible for any failures or malfunctions' resulting from such upgrade and reserves the right not to provide support for such installations.

5. Limitation of the SLA

5.1 DATAMARK Technologies agrees to maintain uptime of at least 99.5% ("Minimum Uptime Level") excluding Routine and Minor Outages. To the extent that DATAMARK Technologies fails during any calendar month to provide the Minimum Uptime Level, it shall provide, upon request of Customer, a pro-rated credit to Customer to compensate for the amount of downtime that exceeds the permitted downtime pursuant to this paragraph. Credits granted hereunder shall be determined within a reasonable amount of time.

5.2 DATAMARK Technologies will use commercially reasonable efforts to make the Hosted VEP Software available during the applicable Service Windows (except during Force Majeure events) and in accordance with generally recognized industry Service Level Standards for non-mission-critical SaaS applications, excluding unavailability as a result of any of the Exceptions described below in this this Section. "Service Level Failure" means a material failure of the DATAMARK Technologies SaaS to meet the Availability Requirement. "Available" means the DATAMARK Technologies SaaS is available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.

5.3 Customer must inform DATAMARK Technologies' Technical Support Department by email (a "Credit Request") within ten (10) days from the end of the month in which the Customer believes that DATAMARK Technologies did not satisfy the Availability Commitment, in each instance, and the Credit Request must include a listing of the date(s), time(s) and

duration of the downtime experienced during the applicable month. Failure to do so, in any instance, will forfeit Customer's right to seek a credit from DATAMARK Technologies for the failure to achieve the Availability Commitment during the month at issue. Customer's right to receive a credit for a failure to meet the Availability Requirement for a given month shall be Customer's exclusive remedy in connection with the Outage(s) giving rise to the credit. The aggregate maximum value of credits to be issued by DATAMARK Technologies to Customer for any and all Outages that occur in a single month will not exceed twenty percent (20%) of the Monthly Annual Fees.

5.4 The SLA expressly excludes, and neither the DATAMARK Technologies SaaS will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the DATAMARK Technologies SaaS that is due, in whole or in part, to any of the following:

    a) Scheduled Downtime, or disabling, suspension and/or termination of the DATAMARK Technologies SaaS pursuant to the SaaS agreement;

    b) Installation, configuration and technical support for DATAMARK Technologies SaaS;

    c) Technical support, consultation or problem resolution pertaining to software applications other than those supplied by DATAMARK Technologies and described in this Agreement including access to or use of the VEP Software by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with the SaaS Agreement, Customer Failure, Customer's Internet connectivity, failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by DATAMARK Technologies pursuant to this Agreement;

    d) Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user guide;

    e) Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than DATAMARK Technologies;

    f) Any alterations or additions, performed by parties other than DATAMARK Technologies, except for programs using product interfaces provided by DATAMARK Technologies;

    g) Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user guide;

    h) Maintenance and support for non-production environments and sand boxes; and

    i) Data migration.

5.5 If Customer requires that a member of DATAMARK Technologies' staff provide services pertaining to any of the above exclusions which are not included as part of the SLA, Customer hereby agrees to pay DATAMARK Technologies for these services according to the daily support service rate then in effect, prorated hourly.

CERTIFICATE OF SECRETARY
of
MICHAEL BAKER INTERNATIONAL, INC.

The undersigned, John M. Tedder, Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Company"), DOES HEREBY CERTIFY that Leigh TeWinkle is the Vice President & VP Operations DATAMARK of the Company, and is authorized and empowered to sign proposals and other contract documents, and to otherwise bind the Company contractually, with respect to the Polk County, Florida VEP Saas Solutions Contract.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of August 2025.

Michael Baker International, Inc.

By: _____

John M. Tedder
Executive Vice President & Chief Legal Officer & Secretary

Exhibit "D"

Supplemental Terms and Conditions to the

DATAMARK Technologies Service Agreement

between Polk County and DATAMARK Technologies.

Where there is conflict between the Supplemental Terms and Conditions and the Agreement Terms and Conditions, the Supplemental Terms and Conditions supersede.

A.   <u>**Insurance**</u>. The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required

by Florida Statutes.

Professional Services Errors and Omissions Liability. $1,000,000.00 per occurrence and aggregate.

Cyber Liability. $1,000,000.00 per claim and aggregate

C.   Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D.   Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

B. **Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

C. **Force Majeure.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

D. **Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to

seek payment from County for those services Vendor has provided but for which has not yet been paid.

E. **Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

F. **Dispute Resolution.** Notwithstanding anything in the State of Florida Participating Addendum Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

G. **LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

H. **Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

I. **Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

J. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Emergency Management

                                      Attention: EM Director

                                      PO Box 9005, Drawer EM01

                                      Bartow, FL 33831-9005

If to Vendor: DATAMARK Technologies.

                                      Attention: Leigh TeWinkle

                                      100 Airside Drive

                                      Moon Township, PA 15108

K. **Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County software as a service for enhanced 911 intercounty call transfer during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

L.   Public Records Law.

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

   RECORDS MANAGEMENT LIAISON OFFICER

   POLK COUNTY

   330 WEST CHURCH ST.

   BARTOW, FL 33830

M.   Scrutinized Companies and Business Operations Certification; Termination.

A.   Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

> (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

> (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

> (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

> (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B.   Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

N. __No Construction Against Drafter__ The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

O. __Public Entity Crimes.__ The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

P. __Revised 508 Standards.__ If the Vendor provides any information or communication technology ("ICT") or provides any custom ICT development services as part of this Agreement, the Vendor shall ensure the ICT fully conforms to the applicable Revised 508 Standards (29 USC §794d.) prior to delivery and before final acceptance.

Q. __Unauthorized Alien(s)__

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. __Employment Eligibility Verification (E-VERIFY)__

      A.   Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

      B.   Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C.   By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-

Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.
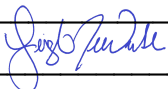
AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: Software as a Service (SAAS) for E911 Intercounty Call Transfers

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____Michael Baker International, Inc._____

Signature: _____

Title: ___Vice President_____

Date: ___8/1/2025_____

State of: Colorado

County of: Denver

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 1st day of August, 2025, by Leigh TeWinkle (*name*) as Vice President (*title of officer*) of Michael Baker International, Inc., on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Shannon Dyer

Notary Commission Number and Expiration: 20214047360 exp: 12/06/2025

(AFFIX NOTARY SEAL)

Shannon Dyer
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214047360
MY COMMISSION EXPIRES   December 06, 2025
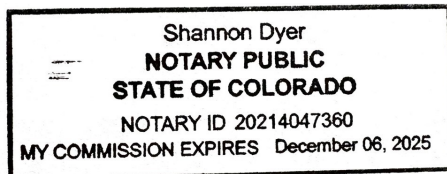
Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1.   I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2.   I currently serve as an officer or representative of the Nongovernmental Entity.

3.   The Nongovernmental Entity does **not** use <u>coercion</u> for <u>labor</u> or <u>services</u>, as those underlined terms are defined in Section 787.06, Florida Statutes.

4.   This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Leigh TeWinkle, Vice President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY: **Michael Baker International, Inc.**

SIGNATURE:

PRINT NAME: **Leigh TeWinkle**

TITLE: **Vice President**

DATE: **8/1/2025**