

Town of Apex, NC - ITpipes SmartVision Quote

Executive Overview

ITpipes partners with municipalities to improve pipeline inspection and maintenance. This proposal outlines our solutions and pricing to streamline inspections, enhance data accessibility, and support data-driven decision-making.

Benefits:

- **Enhanced Collaboration:** Foster teamwork and transparency by seamlessly sharing inspection results and insights across departments through integrations and web-based solutions.
- **Improved Efficiency:** Expedite regulatory reporting and minimize manual data entry with automation.
- **Streamlined Operations:** Simplify inspection workflows and reduce operational delays, allowing your team to focus on proactive asset management.

Solution Details: This solution includes licensing for the following:

- **Annual Subscription :** Net 90 from Start Date
- ITpipes Web - **2 Admin** Users
- ITpipes Mobile - **2** units
- ITpipes Cloud - **1TB** storage
- **Unlimited** Read Only Users
- **ESRI** integration
- **Sewer Mainline** Assets
- **Implementation:** Net 90 from Start Date
 - ESRI integration and support
 - Guided Template creation and support

Start Date: July 1, 2026

Terms: 3 year agreement

End Date: June 30, 2026

Product / Service	Cost	Quote Expires
Implementation (one time)	\$5,000	July 31, 2026
Annual Software Subscription	\$12,000	
Year 1 Total Cost	\$17,000	
Year 2 Total Cost	\$12,600	

Year 3 Total Cost	\$13,230	
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[Link to Terms of Service](https://sites.google.com/itpipes.com/itpipes-service-level-agree/home) (https://sites.google.com/itpipes.com/itpipes-service-level-agree/home)

***Pending Town of Apex's IT approval

Town of Apex X _____ Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]	ITpipes Opco, LLC X _____ [empty member name] Email: lucas@itpipes.com Timestamp: [empty signing timestamp]
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. X _____ [empty member name] , Finance Director Email: jon.griffin@apexnc.org Timestamp: [empty signing timestamp]	

Service Level Agreement & Software Subscription

Service Level (SLA):

The purpose of this Service Level Agreement (SLA) is to define expectations for software support provided by ITpipes (VENDOR) to Contracted entity (CLIENT). This is the governing Agreement between VENDOR and CLIENT.

VENDOR Level of Service - Requirements

The VENDOR does require remote access for any software application troubleshooting. The VENDOR uses software for remote access, generate a unique remote session id, allows login to the client system at admin user level. Our remote sessions do not provide remote access user control, this is an assistance type application that must be initiated and accessed by the user.

- The VENDOR does have 'screensharing software' as a backup solution for remote access.
- The VENDOR does require the CLIENT to keep a trained user to help with service or support on the CLIENT side.

Software Application - Technical Issue Severity

The VENDOR defines technical issues as Severity 1 to 3, with a description of each severity below.

- Severity 1-This is a critical, urgent request and is prohibiting field inspections from being performed. Remote access is required to work on this severe issue.
- Severity 2-This is an important request and is affecting performance of ITpipes and or impacting usage for field or office users. Remote access is required to work on this severe issue.
- Severity 3-This is a request that would improve usability. Remote access may be required to work on this severe issue.

Service Level Responsiveness

Timeliness for a response varies based on the technical issue's level of severity, as follows:

Severity 1: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within eight (8) hours. The VENDOR will continue to provide best efforts to resolve Severity 1 problems in less than 3 business days. The resolution may be delivered to Client as a work-around or as an interim software release. If ITpipes delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within twelve (12) hours. The VENDOR will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to the Client in the same format as Severity 1 problems. If The VENDOR delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. The VENDOR will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Software Subscription (SSA):

This Agreement permits CLIENT to receive and use VENDOR services and platforms that VENDOR makes available for a fee and sets forth the terms and conditions under which they will be delivered and paid for. This Agreement will govern CLIENT's services on the Effective Date as well as any future orders placed by CLIENT that reference this Agreement.

Definitions:

- "Availability" means, with respect to a particular Subscription, the periods when the Customer, which for the sole purposes of the SLA shall include Consultant of Customer, can access all material portions of such Subscription outside of (a) Scheduled Maintenance or
- "Business Hours" means 7 am to 5 pm (Mountain Time), Monday through Friday. This excludes major holidays, and if a holiday falls on a weekend, the preceding Friday.
- "Order Form" is a product list with pricing identifying specific subscription products that are part of the CLIENT Software Subscription Agreement, typically this is included in the proposal.
- "Scheduled Maintenance" means a period during which VENDOR performs maintenance activities of the Subscription, during which availability of all or part of the Subscription is suspended. Scheduled Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.
- "Special Maintenance" means a period during which VENDOR may suspend availability of the Subscription, in whole or in part, in order to address a Severity 1 Error.
- "Severity 1 Error" means a security or other performance issue which may impact one or more client's use of or access to the Subscription and ultimately may impact the availability of the Subscription.

Software Support Services:

VENDOR and CLIENT agree that VENDOR will provide telephone software support during Business Hours, by CLIENT calling 877-itypipes. This includes support for software technical issues, access to download updates via the VENDOR website. Only CLIENT employees that have been through and received software training from VENDOR are able to call in for support using this AGREEMENT. CLIENT employees that are not trained from VENDOR will have a maximum of 2 calls available before the untrained person will be referred back to CLIENT trained personnel for support and CLIENT will be notified in writing when/if this occurs.

Effective Dates:

Service Level Agreement (AGREEMENT) begins upon term outlined in the signed Order Form. This AGREEMENT will expire at the end of the term defined in the proposal. The AGREEMENT does automatically renew until the defined expiration date in the proposal.

Fees & Terms:

AGREEMENT includes software service and support for the term of agreement, with a maximum of 16 hours live telephone support per month, provided in minimum 15 minute increments, for the annual period as defined in the invoice. Any other hardware, software and/or other products requested by CLIENT will be charged to CLIENT by VENDOR as specified in separately quoted fees and terms. Future AGREEMENTS may be subject to different fees and terms. The fee for annual support is shown on the ORDER FORM.

Optional Services:

With this Agreement, CLIENT has the option to purchase or add-on services. These are included on the proposal.

Cancellation:

Either party may cancel the SERVICE AGREEMENT by written notice to the other at the above addresses. The unused portion of the SERVICE AGREEMENT, if any, is non-refundable.

Should the vendor cancel the SERVICE AGREEMENT, the unused portion, if any, is refundable upon request. VENDOR and/or CLIENT shall provide a minimum of 60 days written notice prior to the effective date of cancellation.

Technology:

CLIENT may access and use the VENDOR platform and related software for the term as described on the proposal (the "Software Subscription Terms & Payment Schedule"). VENDOR retains all right, title, and interest in and to the Platform, including without limitation all software incorporated into or used by the Platform, and this Agreement does not grant CLIENT any intellectual property rights in the Platform or any of its components.

License:

VENDOR hereby grants CLIENT a nonexclusive license to use the Licensed Product, provided: (a) CLIENT may give no more concurrent users access to the Licensed Product than defined in the proposal; (b) CLIENT uses the license solely for the CLIENT's internal business operations; and (c) CLIENT complies with the other restrictions set forth in this agreement.

Standard End User Restrictions:

Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and CLIENT receives no title to or ownership of any copy or of the Software itself.

Furthermore, CLIENT receives no rights to the Software other than those specifically granted in this Agreement. Without limiting the generality of the foregoing, CLIENT shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

Data:

CLIENT does own their data and can export or download that data at any time into a Microsoft Access ODBC database. This includes any data files such as database, related media files, related PDF reports, etc.

Cloud Services:

Subscriptions. VENDOR retains all right, title, and interest in and to the System, including without limitation, all computers, other hardware, and software incorporated into or used by the System, and this Agreement does not grant CLIENT any intellectual property rights in the System or any of its components.

CYBERSECURTY REQUIREMENTS.**A. Cyber Incident Notification.**

Contractor shall notify the Town within 24 hours of discovering any of the following:

- A confirmed or suspected breach of the Contractor's own information technology systems or environment.
- Ransomware or malware infection on any Contractor device that has connected to Town systems or holds credentials for Town infrastructure.
- Compromise of any credentials used to access Town systems.
- Any cyber event within the Contractor's environment that may affect the confidentiality, integrity, or availability of Town systems or networks.
- Should any of the above occur, Contractor shall provide digital forensics data relevant to the occurrence to the Town.

Notification shall be made to the Town IT Manager, Conrad Sain, at conrad.sain@apexnc.org and 919-372-7447.

B. Endpoint and Device Security.

Contractor-owned devices that connect to Town terminals, equipment, networks or systems must have the following in place:

- Current and actively updated endpoint protection (EDR/XDR/MDR).
- Operating system and software patched to current vendor-supported levels.
- Full-disk encryption enabled.
 - No unauthorized software, remote access tools, or peer-to-peer applications installed.
 - PLC programming software and firmware files sourced only from verified vendor repositories.

The Town may inspect or deny connection of any Contractor device that does not meet the above criteria.

By executing this Agreement, Contractor hereby certifies that its operations are in compliance with NIST SP

800-82 (Guide to OT/ICS Security) or NIST CSF. Contractor agrees that Town system data and configurations are securely stored and protected at all times and in the event of a data security breach Contractor shall take all necessary and reasonable step to protect Town data and information. Town-issued credentials provided to Contractor must never be stored in plaintext, shared via unsecured channels, or retained on Contractor systems following the termination of this Agreement.

C. Access Controls and Credential Management

All Contractor credentials for Town systems will be issued and managed by the Town's Information Technology (IT) department. Credentials will be unique to each individual employed by the Contractor and will not be shared by Contractor's employees. Credentials shall be rotated at the start and completion of each scope of work, or at minimum every 90 days during any specific scope of work. Contractor shall immediately notify the Town IT Manager of any personnel changes affecting individuals with access to Town systems. Access will be revoked within 24 hours for any Contractor personnel that is terminated, reassigned, or no longer requires credentials. Contractor agrees that it will not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third-party platforms.

D. Remote Access Requirements

If remote access is granted for troubleshooting, all sessions must occur through Town-managed infrastructure in accordance with the following:

- Remote access is permitted only through Town-approved and Town-managed VPN or secure access solutions.
- Multi-factor authentication (MFA) is required for all remote sessions.
- Contractor acknowledges that all remote sessions will be logged by the Town's IT department, including user identity, timestamps, and systems accessed.
- Remote access must be time-limited and will be revoked upon completion of each authorized scope of work.
- Contractor shall not establish any independent remote access pathways to Town systems (e.g., cellular modems, TeamViewer, AnyDesk, or similar tools) without written approval from the Town.
- Contractor shall not install persistent remote access software on any Town-owned system.
- Contractor shall not store Town credentials on Contractor-owned systems, shared drives, cloud storage, or third party platforms unless the Town consents in writing.

E. Restrictions on Network and Infrastructure Changes.

Contractor shall not make, or allow to be made, any changes, modifications, or alterations to any Town networks, configurations, or systems including the following:

- Contractor shall not modify network topology, firewall rules, switch configurations, VLAN assignments, or server configurations.
- Contractor shall not connect Town networks to the Contractor's corporate network, the public internet, or any external system.

- Contractor shall not install, remove, or reconfigure any Town network equipment, servers, or infrastructure components.
- If any work requires infrastructure changes Contractor shall submit the requested changes to the Town's representative for review.

F. Subcontractors

Contractor agrees that any subcontractors retained to perform any services authorized by this Agreement will comply with all requirements of Contractor detailed in this Agreement, including but not limited to, endpoint security, access control, and credential management requirements. Contractor is responsible for all subcontractor performance and security and will notify Town prior to retaining any subcontractor to perform services pursuant to this Agreement. Town consent, which will not be unreasonably withheld, shall be obtained prior to the use of subcontractors pursuant to this Agreement.

G. Contractor Personnel

Contractor warrants and agrees that all Contractor personnel that will perform pursuant to this Agreement have undergone criminal background checks. Contractor will provide the Town with a list of all personnel that will need access to any Town systems or networks within 10 days of the execution of this Agreement and update said list whenever there are changes in personnel status.

H. Confidentiality

Contractor shall maintain the confidentiality of all Town system documentation, network diagrams, IP addresses, credentials, and system architecture information. Contractor agrees that none of the above information will be shared or stored with, or disclosed to, any third party. Upon termination of this Agreement Contractor will return all information identified in this Subsection H to the Town within 20 days of termination.

I. Cybersecurity Audit.

In the event of a cyber incident, data breach, ransomware attack, or unauthorized access of Contractor data or systems, Contractor will cooperate with a Town audit of the Contractor's cybersecurity practices and compliance with this Agreement.

Warranty:

VENDOR represents and warrants that, during the Subscription period, the Platform will perform materially according to its documentation issued by VENDOR. This warranty does not apply if the Subscription is not administered by CLIENT in accordance with this Agreement or any applicable instructions and training provided by VENDOR. If the Subscription fails to operate as warranted in this Section and CLIENT notifies VENDOR in writing of the nature of the non-conformance ("Notice"), VENDOR will use commercially reasonable efforts to promptly repair or replace the non-conforming Subscription without charge. If, after a reasonable opportunity to cure, VENDOR does not remedy the non-conformance, CLIENT may, no later than sixty (60) days after giving the Notice, terminate the Subscription portion and receive, upon CLIENT request and VENDOR approval, a refund of the prepaid Subscription fees for the period following the date of Notice. The foregoing provides CLIENT's sole remedy for breach of the exclusive warranty.

Independent Contractor:

VENDOR is an independent contractor and nothing in this Agreement will be deemed to make VENDOR an agent, employee, partner, or joint venture of CLIENT. VENDOR will have no authority to bind, commit, or otherwise obligate CLIENT in any manner whatsoever.

Liability:

Liability Cap. In no event will VENDOR, VENDOR's Licensors, or Consultants be liable under any theory of liability, for damages which, in the aggregate, exceed the amount of fees paid by CLIENT for the subscription and services giving rise to such damages in the one (1) year period prior to the claim.

Force Majeure:

Neither party will be liable to the other party for any delay or failure of VENDOR to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such other party. Such causes include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by CLIENT in providing required resources or support or performing any other requirements hereunder.

Severability and Reformation:

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

Assignment:

In the event of CLIENT's acquisition of, or merger with, a third party CLIENT may continue to use the VENDOR Technology and the obligations and rights of CLIENT under this Agreement will apply to, and may be exercised only in connection with, the operations of CLIENT as they existed on the date prior to the acquisition or merger. CLIENT may not otherwise assign this Agreement or otherwise transfer any rights hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of VENDOR. Any assignment or transfer in violation of this Section will be null and void.

Dispute Resolution:

Any dispute between the parties arising out of this Agreement will be first submitted to senior management of both parties for a good faith attempt at amicable resolution. If the parties cannot settle the dispute within thirty (30) days after such referral, the dispute may be mediated in confidential mediation proceedings by a mutually acceptable mediator to be chosen by the parties within thirty (30) days after written notice by either party demanding mediation. VENDOR and CLIENT will equally share costs of the mediation. The use of any of the above-mentioned procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect the rights of either party adversely. Nothing in this Section will prevent either party from resorting to judicial proceedings, if (a) good faith efforts to resolve

the dispute under these procedures have been unsuccessful; (b) the claim or dispute involves intellectual property rights; or (c) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

Entire Agreement.

This Agreement contains the entire agreement of the parties on the subject matter hereof, and may be amended only by execution of an additional written and signed agreement.

E-Verify. VENDOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). VENDOR shall require all of the VENDOR's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

Anti-Human Trafficking. VENDOR warrants and agrees that no labor supplied by the VENDOR or VENDOR's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, VENDOR hereby warrants and agrees that VENDOR will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the CLIENT are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the CLIENT to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the CLIENT.