



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, also doing business as **qPublic** and **qPublic.net**, an Indiana Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Effingham County, Georgia**, whose place of business is: 901 North Pine Street, Room 106, Springfield, GA 31329 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **qPublic.net Add-On**

a. Additional components elected by CLIENT:

i. **Forms & JotForm License (1 user)**

PROFESSIONAL will add web pages representing the following forms. All forms will be accessible from CLIENT's **qPublic.net** website.

- Public Comment Card Survey
- Sales Questionnaire Form

Forms will include automatic population of relevant data fields for selected parcels, using information from the **qPublic.net** database. Application form fields and content will be based on the State of Georgia's existing, standardized application forms, if applicable; however, layout of the forms may have differences between the State of Georgia's PDF form and the web form on **qPublic.net**.

The **qPublic.net** forms add-on will leverage a third-party online form data management system, named JotForm, for secured data storage and access. JotForm may require CLIENT's staff to use a separate login to access and download submitted forms' data. CLIENT agrees to JotForm Inc's Terms of Use at <https://jotform.com/terms> and Privacy Policy at <https://jotform.com/privacy>. JotForm License Fee is subject to change and may require a change to this agreement, or a replacement agreement, prior to the end of this agreement's term.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

HEADQUARTERS

Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216

Ankeny, Iowa

1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. One-time Setup Cost:	\$2,208
Setup items:	
Forms:	Included
- Public Comment Card Survey	Included
- Sales Questionnaire Form	Included
b. Annual Hosting:	\$720
Hosting items:	
Forms: Public Comment Card Survey:	Included
Forms: Sales Questionnaire Form	Included

B. Payment Schedule

Year 1	August 1, 2022 – June 30, 2023:	\$2,868
	(Setup: \$2,208, Hosting: \$660)	
Year 2	July 1, 2023 – June 30, 2024:	\$720

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server

environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through June 24, 2022.

PROFESSIONAL:
Schneider Geospatial, LLC

CLIENT:
Effingham County, Georgia

By: _____

By: _____

Print: Jeff Corns, GISP

Print: _____

Title: President

Title: _____

Date: _____

Date: _____