GRIDICS TECHNOLOGY SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT

AGREEMENT BETWEEN Gridics, LLC and The City of Flagler Beach, FL
FOR SOFTWARE-AS-A-SERVICE

THIS AGREEMENT ("Agreement"), is entered into this_____ day of _____, 2024, ("Effective Date") by and between the City of Flagler Beach, Florida, a Florida municipal corporation ("City") and Gridics LLC, a Delaware limited liability company, whose address is 169 E. Flagler St. Suite 1640, Miami, FL 33131 ("Software Provider") (collectively referred to as the "Parties").

RECITALS:

The following Recitals are a substantive portion of this Agreement:

      A.   City is a municipal corporation duly organized and validly existing under the laws of the State of Florida.

      B.   Software Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

      C.   City and Software Provider desire to enter into an agreement for Software Provider's provision of software-as-a-service (SaaS) pertaining to City's online systems. Through this Agreement, Software Provider shall provide to City initial implementation of the Gridics municipal technology and software platform for evaluation, analysis, planning and visualization of City's zoning regulations, and ongoing user access licenses relating to the City's network. The full scope of services covered by this agreement is described in the attached Exhibit A: Statement Of Work (the "SOW").

      NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**
   The term of this Agreement shall commence on the Effective Date. The initial term of this Agreement is three years and will auto renew each subsequent year, unless the Agreement is terminated prior thereto under the provisions of Section 16, below.

2. **SCOPE OF SERVICES AND CONDITIONS THEREOF**
   Subject to the terms and conditions set forth in this Agreement, Software Provider shall perform each and every service to the schedule of performance set forth in the SOW (collectively "Services"), as described below.

   A. **Responsibilities of Software Provider**. Software Provider shall provide the software services as further described in the SOW. The Services provided under this Agreement shall include (a) any software, plug-ins or extensions related to the Services or upon which the Services are based including any and all updates, upgrades, bug fixes, dot releases, version upgrades or any similar changes that may be made available to the Software Provider from time to time (the "Software"), (b) any and all technical documentation necessary or use of the Services, in hard copy form or online (the "Documentation"), (c)

regular maintenance of Software Provider's system, and (d) other technology, user interfaces, know-how and other trade secrets, techniques, designs, inventions, data, images, text, content, APIs, and tools provided in conjunction with the Services.

B. **Equipment.** If necessary to enable Software Provider to fulfill its obligations under the SOW, Software Provider shall, at its sole cost and expense, furnish all facilities, personnel and equipment to City necessary to provide the Services (the "Equipment"). City agrees, if necessary, to install the Equipment at the location(s) and in the manner specified by Software Provider and as directed by Software Provider. Any Equipment installed by City is a part of the Service and loaned to City by Software Provider, not sold. City agrees to return the Equipment to Software Provider at the termination of this Agreement in an undamaged condition, less ordinary wear and tear.

C. **Registration.** Prior to using the Services, City shall identify the administrative users for its account ("**Administrators**"). Each Administrator will be provided an administrator ID and password.

D. **License Grant.** Software Provider hereby grants City a license to use the Software and the Documentation for the permitted purpose of accessing the Services.

E. **Reservation of Rights and Data Ownership.** City shall own all right, title and interest in its data that is related to the services provided by this contract. Software Provider shall not access City user accounts or City data, except (1) as essential to fulfillment of the objectives of this Agreement, (2) in response to service or technical issues, or (3) at City's written request.

F. **Data Protection.** In carrying out the Services, Software Provider shall endeavor to protect the confidentiality of all confidential, non-public City data ("City Data") as follows:

1. Implement and maintain appropriate security measures to safeguard against unauthorized access, disclosure or theft of City Data in accordance with recognized industry practice.
2. City Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, Software Provider is responsible for encryption of the City Data.
3. Software Provider shall not use any City Data collected by it in connection with the Service for any purpose other than fulfilling the obligations under this Agreement.

G. **Software Ownership.** Software Provider owns the Services, Software, Documentation, and any underlying infrastructure provided by Service Provider in connection with this Agreement. City acknowledges and agrees that (a) the Services, any Software and Documentation are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, (b) Software Provider retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Services, the Software, any Documentation, any other deliverables, any and all related and underlying technology and any derivative works or modifications of any of the foregoing, including, without limitation, (c) the Software and access to the Services are licensed on a subscription basis, not sold, and City acquires no ownership or other interest in or to the Services, the Software or the Documentation other than the license rights expressly stated herein, and (d) the Services are offered as an on-line, hosted solution, and that City has no right to obtain a copy of the Services.

H. **Restrictions**. City agrees not to, directly or indirectly: (i) modify, translate, copy or create

derivative works based on the Service or any element of the Software, (ii) interfere with or disrupt the integrity or performance of the Services or the data contained therein or block or disrupt any use or enjoyment of the Services by any third party, (iii) attempt to gain unauthorized access to the Services or their related systems or networks or (iv) remove or obscure any proprietary or other notice contained in the Services, including on any reports or data printed from the Services.

I. **Security Incident.** In the event a data breach occurs with respect to City Data, Software Provider shall immediately notify the appropriate City contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident. Software Provider shall (1) cooperate with City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

J. **Notification of Legal Requests.** Software Provider shall contact City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to City Data. Software Provider shall not respond to subpoenas, service of process and other legal requests related to City without first notifying City, unless prohibited by law from providing such notice.

K. **Access to Security Logs and Reports.** Software Provider shall provide reports to City in a format as specified in the SOW agreed to by both Software Provider and City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this Agreement.

L. **Responsibilities and Uptime Guarantee.** Software Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of Software Provider. The system shall be available for City's use on a 24/7/365 basis (with agreed-upon maintenance downtime).

M. **Subcontractor Disclosure.** Software Provider shall identify all of its strategic business partners related to services provided under this Agreement, including all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with Software Provider, and who shall be involved in any application development and/or operations.

N. **Business Continuity and Disaster Recovery.** Software Provider shall provide to City a written business continuity and disaster recovery plan prior to or at the time of execution of this agreement and shall ensure that it meets City's recovery time objective (RTO) of four (4) hours or less.

O. **Compliance with Accessibility Standards.** Software Provider shall comply with and adhere to the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101).

P. **Web Services.** Software Provider shall use Web services exclusively to interface with City Data in near real time when possible.

Q. **Encryption of Data at Rest.** Software Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless City approves the storage of personal data on Software Provider's portable device in order to accomplish

work as defined in the statement of work.

3. **COMPENSATION TO SOFTWARE PROVIDER**
    Software Provider shall be compensated for services performed pursuant to this Agreement as outlined in the table below. The payments specified in this section shall be the only payments to be made to Software Provider for services rendered pursuant to this Agreement. Software Provider shall invoice City according to the following schedule of milestones/ deliverables. Code Implementation fees are due on the execution date of the agreement. First year Annual License fees are due upon completion of implementation and on the anniversary of the execution date in years two and three.

Product	Description	FY-24	FY-25	FY-26
Code Implementation	One-time Fee: Full code calibration of the current code, parcel calculations, application activation and staff training	$13,650	$0	$0
Municipal Zoning Platform	Annual license: Address level self-service property zoning data lookup, integrated online map showcasing allowed uses, permits, deep parcel level real estate and zoning information, 3D zoning visualization and more and Code text publishing portal	$0	$12,500	$12,500
3D Project & Permit Module	Annual license: Optional MuniMap module that showcases the city's existing pipeline of projects represented on the map as 3D renderings of the proposed development with details about the development.	$9,250	$4,000	$4,000
Support & Maintenance	Annual Fee: Hosting, Data Maintenance and Staff Support	$4,850	$4,850	$4,850
Package Total (with optional elements)		**$27,750**	**$21,350**	**$21,350**

City shall pay Contractor within thirty (30) days after receipt of Service Provider's invoice. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

4. **TIME IS OF THE ESSENCE**
    Software Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **LICENSES; PERMITS; ETC.**
    Software Provider represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required to carry out the purposes of this Agreement.

6. __ASSIGNMENTS.__ Software Provider may assign, sublease, or transfer this Agreement, or any interest therein, to a third party with the prior written consent of City. Such consent shall not be unreasonably withheld. City's withholding of consent shall be deemed reasonable if it appears that the intended assignee in question is not financially or technically capable of performing Software Provider's obligations under this Agreement, or if City has reason to conclude that the proposed assignee is otherwise incapable of fulfilling Software Provider's duties hereunder.

7. __INDEPENDENT PARTIES__
City and Software Provider intend that the relationship between them created by this Agreement is that of independent contractor. No civil service status or other right of employment will be acquired by virtue of Software Provider's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Software Provider, its employees or agents. Software Provider is not a "public official" for purposes of Government Code §§ 87200 et seq.

8. __IMMIGRATION REFORM AND CONTROL ACT (IRCA)__
Software Provider assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Software Provider shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Software Provider.

9. __NON-DISCRIMINATION__
Consistent with City's policy prohibiting harassment and discrimination, Software Provider agrees that neither it nor its employee or subcontractors shall harass or discriminate against a job applicant, a City employee, or a citizen on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual orientation, or any other protected class status. Software Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

10. __INTELLECTUAL PROPERTY INDEMNIFICATION__
Software Provider agrees to, at its expense, defend and/or settle any claim made by a third party against City alleging that the City's use of the Services infringes such third party's United States patent, copyright, trademark or trade secret (an "IP Claim"), and pay those amounts finally awarded by a court of competent jurisdiction against City with respect to such IP Claim.

11. __DUTY TO INDEMNIFY AND HOLD HARMLESS__
Software Provider shall indemnify, defend, and hold harmless City and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including for any injury to or death of any person or damage to property or other liability of any nature,

whether physical, emotional, consequential or otherwise, arising out, pertaining to, or related to the performance of this Agreement by Software Provider or Software Provider's employees, officers, officials, agents or independent contractors, except where such liability arises solely as a result of the active negligence or tortious conduct of City or its agent. Such costs and expenses shall include reasonable attorneys 'fees of counsel of City's choice, expert fees and all other costs and fees of litigation. The provisions of this Section survive the completion of the Services or termination of this Contract.

12. **INSURANCE**:
A. <u>General Requirements</u>. On or before the commencement of the term of this Agreement, Software Provider shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "B". Software Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement.
B. <u>Subrogation Waiver</u>. Software Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Software Provider shall look solely to its insurance for recovery. Software Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Software Provider or City with respect to the services of Software Provider herein, a waiver of any right to subrogation which any such insurer of said Software Provider may acquire against City by virtue of the payment of any loss under such insurance.

13. **RECORDS**
Software Provider shall maintain internal records reflecting that the Services were performed by Software Provider hereunder in accordance with customary recordkeeping practices in the software development industry. Software Provider shall provide free access to such records to the representatives of City or its designees at all reasonable and proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary. No such examination and audit shall give City the right to access records relating to other Software Provider customers. Such records shall be maintained for a period of three (3) years after Software Provider receives final payment from City for all services required under this agreement.

14. **NONAPPROPRIATION**
This Agreement is subject to the fiscal provisions of the City's Municipal Code and Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

15. **NOTICES**
All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the

second business day after deposit in the U.S. Mail, postage prepaid, addressed as hereinafter provided. All notices, demands, requests, or approvals shall be addressed as follows:

TO CITY:
[Client]
[Address 1]
[Address   2]
[City, ST Zip]
Attention:

TO SOFTWARE PROVIDER:
Gridics, LLC
169 E. Flagler St. Suite 1640, Miami, FL 33131
Attention: Jason Doyle

16. **TERMINATION**
A. **Basis for Termination.** In the event Software Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Software Provider shall be deemed in default in the performance of this Agreement. If Software Provider fails to cure the default within the time specified and according to the requirements set forth in City's written notice of default, and in addition to any other remedy available to the City by law, the City Manager may terminate the Agreement by giving Software Provider written notice thereof, which shall be effective immediately. The City Manager shall also have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Software Provider as provided herein. Upon receipt of any notice of termination, Software Provider shall immediately discontinue performance.
B. *Pro Rata* **Payments.** City shall pay Software Provider for services satisfactorily performed up to the effective date of termination. In such event, a calculation of the amounts due shall be deemed correct as computed on a *pro rata* basis with compensation provided for the period of service paid as a percentage of the total contract amount.
C. **Handling of City Data.** In the event of a termination of this Agreement, Software Provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data. During any period of service suspension, Software Provider shall not take any action to intentionally erase any City data for a period of 30 days after the effective date of termination, unless authorized by City. City shall be entitled to any post-termination assistance generally made available with respect to the Services; unless a unique data retrieval arrangement has been established as part of the SOW. Software Provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to City.

17. **WARRANTY AND WARRANTY DISCLAIMER**
Software Provider warrants that, (i) the services shall be provided in a diligent, professional, and workmanlike manner in accordance with industry standards, (ii) the services provided under this agreement do not infringe or misappropriate any intellectual property rights of any third party, and (iii) the services shall substantially perform in all material respects as described in the SOW in the event of any breach of section (iii), above, Software Provider shall, as its sole liability and your sole remedy, repair or replace the services that are subject to the warranty claim at no cost to City or if Software Provider is unable to repair or replace, then it will refund any pre-paid fees for services not rendered. Except for the warranty described in this section, the services are provided without warranty of any kind, express or implied including, but not limited to, the implied warranties or conditions of design, merchantability, fitness for a particular purpose, and any warranties of title and non-infringement.

18. **COMPLIANCE**
Software Provider shall comply with all state or federal laws and all ordinances, rules, policies and regulations enacted or issued by City.

19. **CONFLICT OF LAW**
This Agreement shall be interpreted under, and enforced by the laws of the State of Florida excepting any choice of law rules which may direct the application of laws of another jurisdiction.

20. **INTEGRATED CONTRACT**
This Agreement, including all appendices, represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Software Provider. In the event that any Statement of Work, Exhibit, associated instrument or agreement executed by the Parties in conjunction with this Agreement or prior thereto contains a term that conflicts with the terms of this Agreement, the terms of this Agreement shall govern and supersede any other document or Exhibit.

21. **AUTHORITY**
The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

SOFTWARE PROVIDER
Gridics, LLC

By
_____
Title _____
Date _____

CITY OF FLAGLER BEACH, FL
A Municipal Corporation

By   _____
Title _____
Date _____

Exhibits:
Exhibit A: Statement of Work
Exhibit B: Sample Implementation Timeline
Exhibit C: Insurance Requirements and Proof of Insurance
Exhibit D: Service Level Agreement

Exhibit A: Statement of Work ("SOW")

Gridics will implement the following web application products:

1. <u>GIS Integration to Gridics Platform</u>: Gridics will obtain, via REST API or directly, all relevant GIS shapes necessary to calibrate and calculate site-specific zoning attributes. GIS shapes provided by City will be integrated into the Gridics platform alongside parcel, boundary, street and other map data from Gridics '3rd party partners.

2. <u>Code Analysis & Calibration</u>: Gridics will define and implement the relevant (and quantitative) land use regulations from the Zoning Regulation into the Gridics zoning engine for calibration and calculation of site-specific zoning attributes and development allowances.

3. <u>Zoning Data API</u>: Work with City IT representatives to expose access to the Gridics Zoning Data API.
   a. Gridics will provide City a list of available data points to choose from. Desired data points include:
      i. lot type
      ii. max stories/height
      iii. minimum open space
      iv. maximum residential area allowed
      v. maximum density
      vi. setbacks and uses
   b. Gridics will work with City IT representatives to integrate and test access.
   c. Gridics will provide a technical point of contact to resolve any issues that may arise with connectivity or availability.

4. <u>Custom Disclaimer Language</u>: Gridics will implement custom legal disclaimer as directed by City, to indicate that all information provided via Gridics is for informational purposes only and both Gridics and City shall have no liability for any action taken or not taken in reliance upon the information presented. The disclaimer may be displayed upon entry user to CodeHub, MuniMap, or ZoneCheck and in banner format on ZoneCheck parcel level details.

5. <u>CodeHUB</u>
   a. Implementation, activation and ongoing hosting of the Zoning Regulation text (or full municipal code at city's discretion) at a publicly accessible webpage at the following or similar root domain - https://codehub.gridics.com/us/fl/flagler-beach
   b. Linking to any definitions or other websites as directed by client staff.
   c. Formatting to maintain consistency of form to ordinance document within the constraints of modern web publishing.
   d. City staff will take responsibility for ongoing updates to all text documents hosted in CodeHub after implementation is complete.

6. <u>ZoneCheck</u>
   a. Gridics will activate and host a publicly accessible zoning data lookup tool for users to search for property specific zoning data located at the following or similar root domain - https://zonecheck.gridics.com/us/fl/flagler-beach
      i. Search capability will consist of address and parcel number id.

          ii. Gridics will align with City on which available data points to display.

7. <u>MuniMap</u>
   a. Gridics will implement, activate and host a publicly accessible, multi-functional map application located at the following or similar root domain-
   https://map.gridics.com/usfl/flagler-beach
   b. Map modules will consist of property records, layers and filters. Additional modules such as Projects, 3D, or other modules can be implemented as negotiated through the contract.
   c. Layers Module - Gridics will define which available GIS layers the City would like to be available for display in the layers module.
   d. City will define which modules and sub-categories within modules will be public-facing.
   e. Ordinance Integration - Gridics will link base zoning and overlays within the map to the respective areas of the text ordinance for ease of reference and navigation.

8. <u>Professional Services</u>: Gridics will provide up to 20 hours of professional planning and GIS services per year at no additional cost. Gridics reserves the right to reject project requests that are not within its core capabilities.

9. <u>User Acceptance Testing</u>: Gridics will guide City in a comprehensive UAT process to ensure proper translation of zoning regulations into the Gridics zoning engine. City will have the opportunity to review and approve site specific calculations zone by zone to ensure system accuracy.

10. <u>Training & Support</u>: Gridics will provide one initial intensive virtual training and optionally will provide a single 90-minute virtual training session per quarter as needed by City.

11. <u>Staff Accounts & Access</u>: Gridics will provide an unlimited number of staff accounts. City will define which staff members shall have access to ordinance and calibration editing.

Exhibit B: Sample Implementation Timeline

Sample timeline will be reviewed in collaboration with city staff during implementation kick off and within four weeks of effective date, both parties will agree in writing on a final implementation schedule.
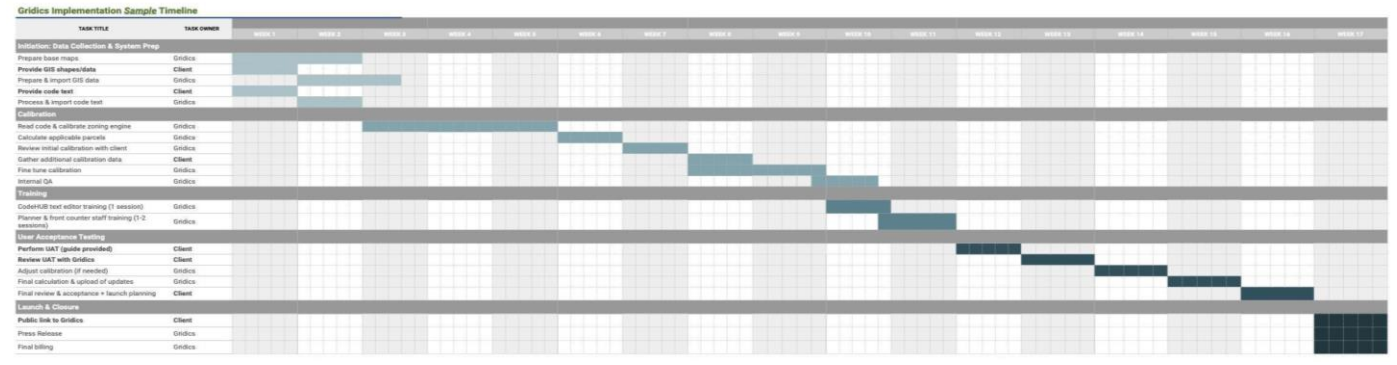

Exhibit C: Insurance Requirements and Proof of Insurance

Proof of insurance coverage described below is attached to this Exhibit, with City named as additional insured.

1.   **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

Additional Insureds:
City, its City Council, boards and commissions, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

Workers' Compensation:
Statutory coverage as required by the State of Florida and Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

General Liability:
Commercial general liability coverage in the following minimum limits:
    Bodily Injury:
    $1,000,000 each occurrence
    $1,000,000 aggregate - all other
    Property Damage:
    $500,000 each occurrence

$1,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $2,000,000 will be considered equivalent to the required minimum limits shown above.

Cyber Liability:

Insurance, with limits not less than:

$2,000,000 each occurrence

$2,000,000 aggregate - all other

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Software Provider in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Software Provider maintains broader coverage and /or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Software Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2.   **ABSENCE OF INSURANCE COVERAGE**.

City may direct Software Provider to immediately cease all activities with respect to this Agreement if it determines that Software Provider fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. At the City's discretion, under conditions of lapse, City may purchase appropriate insurance and charge all costs related to such policy to Software Provider.

3.   **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**.

A Certificate of Insurance, on an Accord form, and completed coverage verification shall be provided to City by each of Software Provider's insurance companies as evidence of the stipulated coverages prior to the Commencement Date of this Agreement, and annually thereafter for the term of this Agreement. All of the insurance companies providing insurance for Software Provider shall be licensed to do insurance business in the State of _____ and shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

City Clerk
[Client]
[Address 1]

[Address 2]
[City, ST Zip]

Exhibit D: Service Level Agreement

THIS SERVICE LEVEL AGREEMENT ("SLA") is made and entered into by and between Gridics LLC and Customer as part of the Master Subscription Agreement entered into by and between the same and sets forth the details regarding the level of service that Gridics shall provide to Customer in relation to the Services when Customer is in good financial standing with Gridics.

1. **AVAILABILITY**: Subject to the terms of the Service Agreement and the terms below, the Gridics Platform shall maintain 99.9% availability.
2. **DEFINITIONS:** All terms referenced in this SLA, unless otherwise stated, shall be given meanings as may be assigned in the Master Subscription Agreement associated herewith.
   a. "Customer" shall mean any municipality with a subscription agreement for the Gridics Platform.
   b. "Gridics Platform" shall mean the following web based software applications and websites hosted by Gridics.
      i. Codehub.Gridics.com
      ii. Map.Gridics.com
      iii. Zonecheck.Gridics.com
      iv. Accounts.Gridics.com
      v. Zoning.Gridics.com
   c. "99.9% Availability" shall mean that the Gridics Platform shall not fail to be accessible via web browser for more than forty three (43) minutes out of any thirty (30) day period not including exceptions as defined below.
   d. "Outage" shall mean a period when the Gridics Platform does not have 99.9% availability.
   e. "Invoice Credit" shall mean a prorated credit of the monthly amount due from Customer to Gridics for the Services.
3. **AVAILABILITY OF GRIDICS PLATFORM:** The Gridics Platform shall maintain 99.9% Availability, as defined herein.
4. **EXCEPTIONS:** Gridics Platform downtime due to the following events shall not be considered to be or to contribute to inaccessibility of the Gridics Platform:
   a. Regularly Scheduled Maintenance: Regularly scheduled maintenance is maintenance performed on the Gridics Platform (a) of which Customer is notified 48 hours in advance, or (b) that is performed during a standard scheduled maintenance window, Monday and Tuesday 3:00 AM to 4:00 AM Mountain Time. Notice of Scheduled Maintenance shall be provided to Customer's designated point of contact by email.

b. Inaccessibility Not Due to Gridics Platform or Gridics 'Actions: Inaccessibility not due to Gridics Platform or Gridics 'actions includes inaccessibility of the Gridics Platform due to (a) inaccurate and/or insufficient information or configuration information provided by Customer and/or its representative(s) or agent(s) to Gridics: (b) Customer misuse of the Services; (c) Non-Gridics application programming; (d) negligent or unlawful acts by Customer or its agents or suppliers; (e) problems with Customer's vendors; (f) network unavailability outside of the Gridics Platform; (g) malicious acts by a third party against Customer or against its authorized agents or suppliers; or (h) acts of God or events of force majeure.

5. **OUTAGE EVENTS AND INVOICE CREDITS**
   a. Notification of an Outage Event: When Customer becomes aware of an Outage, Customer shall contact Gridics as soon as possible.
   b. Determination Regarding Existence of Outage Event: Gridics, based upon its records and data, shall have the power to determine, in its sole and unfettered discretion, whether any disruption to the Service constitutes an Outage.
   c. Determination of Invoice Credits Due to Customer: Immediately upon being notified by customer, Gridics shall take reasonable commercial steps to determine whether an Outage occurred and thus whether the Customer should receive an Invoice Credit. The amount of invoice credit shall be equal to the percentage of total Outage time during the invoice period up to a maximum of 50% of total invoice amount.

6. **TECHNICAL SUPPORT**
   a. Method of Communication: Customers may contact technical support via support@gridics.com.
   b. Availability: Gridics shall ensure that a member of its staff will be available to assist Customers with any problems or questions regarding their use of the Services in accordance with the below:

7. **DISPUTES:** Should any dispute arise between the Parties as to the availability of the Gridics Platform or the provision of service by Gridics to Customer under this SLA, the Parties shall work in good faith to resolve such dispute.

8. **MISCELLANEOUS:** Except as may be provided for in the Master Subscription Agreement, the provision of Invoice Credits in accordance with the terms of this SLA shall be Customer's remedy should Gridics not meet the level of service provided.