



Service Agreement

For PublicWorks1 Asset & Data Tracking Services

Prepared for:

Jefferson City, TN
112 City Center Drive
P.O. Box 530, Jefferson City, TN 37760
Centerline Miles: 75

Prepared by:

Todd Mattson
iWorQ Systems

Agreement ID: 262321



Jefferson City, TN here, known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with PublicWorks1 Inc. ("PW 1") with its principal place of business 1125 West 400 North, Suite 102, Logan, UT 84321.

Recitals

Whereas the Customer is seeking onsite data collection services provided by Public Works 1.

Whereas the Customer is seeking technical support and software provided by iWorQ Systems Inc.

Therefore, in consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. Data Tracking Services:

PW 1 will send staff member(s) onsite to track requested street-level imagery, assets, and GPS data points utilizing our Trimble MX7 high resolution camera and / or a pavement condition assessment if requested. The price in Appendix A is based on the mileage provided by the Customer.

2. CUSTOMER RESPONSIBILITY:

Customer agrees to provide the time, implementing personnel to assist in scheduling and completing the onsite assessment, and to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the implementation team. iWorQ can provide project management and implementation documents upon request.

3. Customer Data & Software Terms of Access:

Customer acknowledges that an iWorQ Service(s) Agreement is required in conjunction with this agreement for a term of 3 years, and that customer is authorized to access and track the converted PW 1 data in the associated iWorQ software applications.

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 6. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).



Street Level imagery is provided through iWorQ. Street Level imagery (360 Degree JPG) will not be downloadable through iWorQ. PW1 will make the imagery publicly available.

Data upload and usage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data usage on AWS GovCloud. Additional upload file sizes and managed data usage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

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iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

Billing:

PW 1 will invoice Customer after the team has come onsite and completed the data collection and/or assessment. The invoice will be generated and will be sent out the day fieldwork has been completed. PW 1 will send the invoice by mail and by email to the address listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.



4. TERMINATION:

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Termination will discontinue all application(s) and or service(s) under this Agreement; PW1 will provide customer with an electronic copy of all of Customer's data, if requested by the Customer. Backups will be completed within 3-5 business days.

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. ACCEPTABLE USE:

Customer represents and warrants that the applications and services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of applications and services.

7. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact: _____ Title: _____

Office Phone: _____ Cell (required): _____ Email: _____

Secondary Implementation Contact: _____ Title: _____

Office Phone: _____ Cell (required): _____ Email: _____



8. CUSTOMER BILLING INFORMATION:

Billing Contact: _____ Title: _____

Billing Address: _____

Office Phone: _____ Cell: _____

Email: _____

PO #: _____ Tax Exempt ID # (required): _____

Note: If a tax-exempt number is not provided, a 10% service increase will be added to the yearly invoice.

9. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representatives of Customer and iWorQ have read the agreement and agree and accept all the terms.

Signature: _____ Effective Date: _____

Printed Name: _____ Title: _____

Office Phone: _____ Cell: _____

Unless otherwise stated, Invoice Date is the first day of the month after signature and Effective Date.



APPENDIX A
SERVICES AND PRICING SCHEDULE

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Service & Travel Fees

PublicWorks1 Services	Agreement Pricing
Pavement Condition Assessment	\$22,200.00
Data Collection & Asset Conversion	\$0.00
Travel Fees	\$5,500.00

Services Total (This amount will be invoiced once.) \$27,700.00

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the Service(s) will be sent out the day work on this project starts.
- II. This Agreement has been provided at the Customer's request and is valid for 90 days.



Service(s) Descriptions

Pavement Condition Assessment

- Pavement Condition Assessment using distress severity and extent
- A pavement distress identification based on remaining service life (RSL), and the SHRP distress (alligator, transverse, edge, patching and potholes, longitudinal)
- A condition for each segment, and a network pavement condition distribution is part of the deliverable.
- A recommended treatment for each pavement segment
- A complete data set entered in the iWorQ Pavement Management application (Purchase of the software is required)
- The information and data required for budgeting and planning is part of the deliverable.

Data Collection and Asset Conversion

- Trimble MX7 Image Collection
- Data Conversion
- Presented/Delivered Data Shapefile for the following Assets:
 - Sign