

PublicWorks1 Agreement For Asset & Data Tracking Services

Ketchum here after knows 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, Utah 84321.

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, resources, and 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 document 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.

4. 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 sent 2 weeks after the field work has been completed. PW 1 will send 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 Customer.

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

5. TERMINATION:

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should 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.

6. 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 request is typically handled the same day. iWorQ provides "Service NOT Software".

7. 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.

8. MICELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

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

11. ACCEPTANCE:

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

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

PublicWorks1 Service(s) Agreement

APPENDIX A

PublicWorks1 Price Proposal

Ketchum, Idaho	Centerline Miles: 33
Address of City North, 480 East Ave, Ketchum, ID 83340	Prepared by: McKenzie Roundy

Service & Travel Fees

PublicWorks1 Services	Package Price	Billing
Data Collection and Asset Conversion Package includes: -Trimble MX7 Image Collection -Presented/Delivered Data Shapefile for the following assets: <ol style="list-style-type: none"> 1. <i>Signs</i> 2. <i>Dry Wells</i> 3. <i>Street Lights</i> 	\$20,000	One-Time
Pavement Condition Assessment -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 - A network pavement condition distribution - A recommended treatment for each pavement segment - A complete data set entered into the iWorQ Pavement Management application - The information and data required for budgeting and planning - 360-degree georeferenced imagery. - Collected images will be uploaded to image viewer within associated module. - GIS Layers provided at customer request. - Track and manage maintenance history - OpenStreetMap with point and line layers	Included	
Travel Expenses	\$5,000	One-Time
Services Total (This amount will be invoiced once)	\$25,000	One-Time Total

NOTES & SERVICE(S) DESCRIPTION

- I. Invoice for the Service(s) will be sent out 2 weeks after the field work has been completed
- II. This Agreement has been provided at the Customer's request and is valid for 30 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.