

Proposal for Walton County, GA

Proposal Number: 27541-819

Novo Solutions, Inc.
516 S. Independence Blvd., Suite 205
Virginia Beach, VA 23452

January 20, 2026

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Walton County, GA
Tara Gutierrez & Tyler Pannell
1811 South Broad drive
Monroe, GA 30655

Dear Tara and Tyler,

Thank you for the time you have invested with me to learn more about Novo Solutions, as a potential alternative to your existing software. I'm very grateful. Based on our conversation and Web-Demonstration, I am convinced that we are an ideal fit to deliver the outcomes you are expecting with a new GIS Integrated Asset Management and Work Tracking software solution.

As you are aware, there is a wide spectrum of solutions in this market space. Following are the key "differentiators" that we consistently hear from our clients, and those who selected Novo over alternative solutions.

1. Pure Flexibility: Forms, fields, reports, list views, dropdown values, workflows and dashboards are all tailorable to Walton County. Further, if desired, select staff member can be self-empowered to make changes or create completely new (e.g. a new inspection form). There is no limit to the type or number of assets that can be tracked.
2. Easy GIS- Ability to add or view assets or work orders on a map. If utilizing ArcGIS, this can be a real-time push via Rest End Point URLs. For non-ArcGIS installations, data can simply be imported/exported.
2. Unique Combination of Ease of Use, Comprehensive Capabilities and Affordability: There is a wide spectrum of solutions. While some are easy to use and affordable, they lack necessary functionality in many cases. Conversely, other solutions are very comprehensive, but neither easy to use, nor affordable for many.
3. First Class Customer Experience: No complicated phone trees, AI Bots, outsourced support or multiple levels of support to deal with. When you need assistance, simply call or email, and either your designated Implementation Specialist will assist, or a member of our team, if they aren't available. We make it easy.
4. Offline Mobile Capabilities: Simply select the area of the county you will be doing work for the day, and it will "download" it to the app for viewing and updating. As a connection is re-established, the database will be synced.

As a next step, I will plan to follow-up with you late next week. In the meantime, please let me know if you have any questions or updates. Thank you again for everything. We are excited to begin work soon.

Respectfully,

Jerry Ketoff
Novo Solutions
757.687.6590, Ext. 113
jketoff@novosolutions.com



Annual Fee

Total Annual Fee: \$20,450

Item Description	Qty	Unit	Total
NovoGov ADD ON - Novo Kiosk INTERNAL EMPLOYEE PORTAL - ANNUAL FEE	1.00	\$500	\$500

Provides an Employee Portal (for internal use only) with an online form for submitting requests (i.e. for Fleet, Facilities, etc.)

SKU: novo-sn-ao-novokiosk-internal



NovoGov OPERATIONS MANAGEMENT - ANNUAL SUBSCRIPTION - POPULATION BASED (20,000 - 24,999) - TIER 07 - UNLIMITED USERS - ANNUAL FEE	1.00	\$19,950	\$19,950
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Apps Included:

ORGANIZATION/VENDOR MANAGEMENT (Suppliers, Contractors, Agencies, ...)

CONTACT/EMPLOYEE MANAGEMENT (Employees, any contacts)

ASSET MANAGEMENT (Facilities, Fleet, Streets/Roads, Signs, Sidewalks, Water, Waste Water, Storm Water, IT, etc.. Includes Mapping/Geo Location of single point assets and map layers for linear assets. Unlimited number and types of Assets.

REQUEST/WORK ORDER MANAGEMENT (Citizen Requests, Work Orders, Code Enforcement Inspections, Insurance Claims, Accident Reports, etc.)

INVENTORY MANAGEMENT (Equipment Hours/Cost, Parts Cost tracking for Stocked Items stored in multiple locations and Non-Stocked Items (purchased as needed))

PREVENTATIVE/SCHEDULED MAINTENANCE (Time Based (i.e. weekly, monthly, every 3 months, annually, etc.) AND Meter Based (i.e. Vehicle Odometer, Water Pump Gallons, etc.))

LABOR HOURS (Provides the ability to track labor hours on Work Orders AND add Labor Hours separately - i.e. for Training, Meetings, etc.)

KNOWLEDGE BASE (Documentation - Policies, Job Procedures, Planning Documents, Ordinances, etc.)

CIP/PROJECT & TASK MANAGEMENT - Construction Projects and Forecasting Multi-year Capital Improvement Projects

MAIL CONNECT (Email In/Out) - ability to email into ShareNet to create a Request/Work Order, ability reply to emails from ShareNet to add notes

INCLUDES: Mobile application and GIS/Mapping

SKU: novo-sn-om-pop-tier07

One-Time	Total One-Time:	\$5,850
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Item Description	Qty	Unit	Total
DATA MIGRATION – ONE TIME FEE for PUBWORKS DATA	1.00	\$5,000	\$5,000

Import Work Orders, Assets and Inventory

Assumptions:

Data is provided to Novo Solutions in separate CSV format with words for pull down fields (i.e. Work Order Category = Facilities – HVAC and not a number or code)

-Work Orders – 1 CSV

-Work Order Time/Material (related to Work Orders) – 1 CSV

-Work Order Attachments – 1 CSV (with Work Order # and Attachment file name)

-Inventory – 1 CSV

-Assets – 1 CSV

-AssetToWorkOrder Relationship (if Work Orders can be related to more than one Asset) – with Asset # and Work Order #

-Asset Attachments – 1 CSV (with Work Order # and Attachment file name)

Work Order data has some sort of reference to the Assets and other data they are related to (if they are related to Assets) – i.e. Asset #
If Work Orders and Assets have attachments (such as pictures, etc.), these attachments will be provided in zip format in a single folder level with unique filenames. There must be a reference in a CSV file for which files are related to which Assets or Work Orders.

Record counts of Work Orders and Assets are 100,000 or less. Higher volumes may require a re-quote.

NOTE: Without seeing the data in advance, it is very difficult to estimate the level of effort for this data migration. If the data is beyond the assumptions stated above, this may need to be re-quoted.

SKU: novo-ps-migration

DISCOUNT - ONE-TIME SETUP (WAIVING OF PUBWORKS DATA CONVERSION FEE)	1.00	-\$5,000	-\$5,000
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SKU: novo-disc-onetime

GIS LAYER INTEGRATION (ESRI SERVER or ArcGIS Online OR CONVERSION/IMPORT OF SHAPE FILES) - (PRICE PER LAYER) - ONE TIME SETUP FEE	7.00	\$300	\$2,100
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Identified Layers: Culverts, Catch Basins, Detention Ponds, Outfalls,
Guardrails, Bridges, Road Centerlines

Assumptions:

- Each record in each layer has a unique value (i.e. FacilityId, etc.) and that this will remain consistent (i.e. Stormwater Pipe number swp10001 will always be swp10001).
- If integration, a dedicated ESRI Editor or View only user will be provided access GIS records.
- If using ArcGIS Online, the Feature Layer URL for the layer will need to be provided.
- If using ESRI Server versus ArcGIS Online, access will need to be made available for the ShareNet server to access the internal ESRI Web Service(s).

SKU: novo-ps-gis-1

REMOTE (NOT ONSITE) CONFIGURATION, IMPLEMENTATION, TRAINING - ONE TIME SETUP FEE (per hour)	25.00	\$150	\$3,750
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STATEMENT OF WORK:

- Adding Users and Configuring Permissions
- Configuration of Request/Work Order Fields, Forms (up to 5 forms with up to 30 fields each), List Views, and Work Flows (up to 10)
- Configuration of Asset Fields, Forms (up to 5 forms with up to 30 fields each), List Views and Work Flows (up to 10)
- Configuration of up to 5 Custom Reports and 3 Dashboards
- Provide remote, webinar style training

SKU: novo-ps-config-remote

		1st Year Total
	Plus taxes if applicable	\$26,300

Insurance Coverage

Type	Coverage
Commercial General Liability	\$2,000,000 Per Occurrence \$4,000,000 Aggregate
Workers Compensation	\$1,000,000 Each Accident \$1,000,000 Policy Limit
Automobile Liability (Non-owned & Hired Autos)	\$2,000,000 Combined Single Limit
Umbrella Liability	\$2,000,000 Per Occurrence \$2,000,000 Aggregate
Errors & Omissions and Cyber & Privacy Security Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

Novo Solutions Standard Service Level Agreement

Services To Be Provided

- Web, Email and Phone technical support (for up to 3 key contacts at customer's location)
- Software Updates (updated functionality to the modules purchased), 1+ per year

Hours Of Operation

- Support Hours: Monday - Friday 8:30am - 5:30pm EST (GMT-5) (USA) excluding national holidays
- In application Help and Tutorial Videos are available 24/7 for all users
- System outages can be reported 24/7 (after hours hotline from the number below).

Service Access

- Support Web Site: <https://support.novosharenet.com/>
- Phone: (757) 687-6590 (USA), 020 7669 4008 (United Kingdom)
- Email: support@novosolutions.com

Call Priorities And Response Times

<u>Priority Level</u>	<u>Descriptions</u>	<u>Response Time</u>
Critical	The system is down or severely impaired.	Within 2 hours (Please follow up critical support requests with a phone call immediately after submitting the issue via the NovoTech Support Site)
Non-Critical	System is working fine, but there are questions about how to do something	Within 24 hours (during normal business hours)

Note: Response Time refers to the length of time it may take to respond to an issue. Every effort is made to resolve issues as soon as possible. However, depending on the complexity of the issue, it may or may not be resolved during this timeframe.

Master Subscription Services Agreement

This Master Subscription Services Agreement is between Novo Solutions, Inc., a Virginia, USA Corporation (Novo), and the entity or individual agreeing to these terms (Customer). It is dated as of the date Novo signs below.

1. **Web-based Software as a service.** This agreement provides Customer access to a proprietary web and mobile based software service as specified in this proposal.

Novo will provide this functionality through a URL (to be provided by Novo) within a hosted server environment under the terms below (Service). This agreement contemplates one or more orders for the Services, which orders are governed by the terms of this agreement.

2. **USE OF SERVICES.**

- a. **Novo Responsibilities.** Novo must (i) use commercially reasonable efforts to make the Services available, and (ii) provide customer support for the Services under the terms of Novo Solutions Standard Service Level Agreement (referenced above), and is incorporated into this agreement for all purposes.
- b. **Customer Responsibilities.** Customer (i) is solely responsible for Customer Data and all activity in its account in the Service, (ii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Novo promptly of any such unauthorized access, and (iii) may use the Services only in accordance with the online documentation within the Service and applicable law.
- c. **Restrictions:** Customer may not (i) sell, resell, rent or lease the Services, (ii) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights, (iii) interfere with or disrupt the integrity or performance of the Services, (iv) attempt to gain unauthorized access to the Services or their related systems or networks, or (v) share login user names.

3. **Payment Terms.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, VAT and other similar taxes that may be applicable. Subscription fee will not increase by more than 3% annually.

4. **SERVICE LEVEL AGREEMENT/WARRANTY and REMEDY.**

- a. **Services Availability Warranty.** Novo warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service with a minimum uptime of 99.5% (excluding scheduled outages, force majeure, and outages that result from any Customer technology issues), (ii) the functionality or features of the Services may change but will not materially decrease during a paid term, and (iii) that

the Standard Service Level Agreement may change but will not materially degrade during any paid term.

- b. **Limited Remedy and Disclaimer.** Customer's exclusive remedy and Novo's sole obligation for breach of the warranty in Section A above will be to provide a partial month credit in the amount of 3% of monthly fee for each hour of an outage below the minimum uptime; provided that Customer notifies Novo of such breach within 30 days of the end of that month. NOVO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Novo's Confidential Information includes without limitation the Services, and Licensed Software and Documentation, and each of their parts and pricing (including without limitation the Service user interface design and layout), and Customer's Confidential Information includes without limitation the Customer Data.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information.
- d. **Disclosure Required by Law.** The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.
- e. **Survival.** Mutual Confidentiality will remain in effect for 5 years after termination of this agreement.

6. Proprietary Rights.

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- a. **Reservation of Rights by Novo.** The software, workflow processes, user interface, designs, know-how, Licensed Software and Documentation (defined below), and other technologies provided by Novo as part of the Services are the proprietary property of Novo and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Novo. Novo reserves all rights unless expressly granted in this agreement.
 - b. **Customer Restrictions.** Customer may not:
 - i. Reverse engineer the Services and Documentation;
 - ii. Remove or modify any proprietary marking or restrictive legends in the Service or Licensed Software and Documentation; or
 - iii. Access the Service or Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
 - c. **Customer Owned Data.** All data uploaded by Customer remains the sole property of Customer, as between Novo and Customer (Customer Data), subject to the other terms of this agreement. During the term of this agreement, Customer may export data using the built-in export functions in the Service. Bulk exports of all data and uploaded files are available for a \$300 fee.
 - d. **Licensed Software and Documentation.** All software provided by Novo as part of the Service, and the Services documentation, sample data, marketing materials, training material and other material provided through the Services or by Novo (Licensed Software and Documentation) are licensed to Customer as follows: Novo grants Customer a non-exclusive, license during the Term, to such Licensed Software and Documentation, for use solely with the Services.
 - e. **API Access.** If available in purchased edition, Novo grants Customer a non-exclusive terminable license to interact with the Novo application-programming interface (API) only in conjunction with its use of the Service. Customer may not reverse engineer the API, or excessively use or access the API. The API is provided on an AS IS and AS AVAILABLE basis. Novo may change the API from time to time as part of a scheduled update. Novo is not liable for any cost, loss or damage sustained by Customer as a result of any change of the API.

7. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a. **Exclusion of Certain Damages.** NOVO IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICES).
- b. **Limitation of Liability.** EXCEPT FOR NOVO'S INDEMNITY OBLIGATIONS, AND FURTHER, EXCEPT FOR NOVO'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, NOVO'S LIABILITY FOR ANY DIRECT DAMAGES ARISING OUT OF

OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE ACTUAL AMOUNT PAID BY THE CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

8. TERM, TERMINATION, AND RETURN OF DATA.

- a. **Term.** This agreement continues for the duration specified on the order and auto-renews for the duration as specified in the original order, unless cancelled by either party upon 60 day notice prior to the renewal date (Term) OR upon non-payment of the subscription renewal by the customer.
- b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
 - i. **Actions upon Termination.**
 - 1. (w) Upon any termination as provided in 8(b) above by Customer, Novo must refund any prepaid and unused fees covering the remainder of the Term.
 - 2. (x) Upon any termination as provided in 8(b) above by Novo, Customer must pay any unpaid fees covering the remainder of the Term. The Services will also be terminated.
- c. **Return of Customer Data.**
 - i. **Before termination,** Customer must export any data they wish to keep from the Service. Upon request Novo will supply the Core Data in bulk format for the fees specified in Section 6(c).
 - ii. **After termination,** Novo has no obligation to maintain the Customer Data and may destroy it.

9. Governing Law AND FORUM.

- a. **For Customers Located In the United States.** This agreement is governed by and interpreted in accordance with the laws of the State of Georgia, without regard to conflict of law principles. Any dispute arising out of or related to this agreement must be determined by a court of competent jurisdiction.
- b. **For Customers Located Outside of the United States.** This agreement is governed by the laws of the State of New York, without regard to conflict of laws principles. Any dispute arising out of or related to this agreement must be determined by binding arbitration in New York City, NY (in English) under the then current commercial or international rules (as applicable) of the American Arbitration Association.
- c. **No Restriction on Injunctions, and Attorney's Fees.** Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any arbitration or litigation is entitled to recover its attorneys' fees and costs from the other party.

10. Indemnity - By Novo For Infringement. If a third-party claims that Customer's use of the

Services (other than related to the Customer Data entered/uploaded by Customer or Customer's End Users/Residents) infringes that party's patent, copyright or other proprietary right, Novo will defend Customer against that claim at Novo's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Novo, provided that Customer:

- a. promptly notifies Novo in writing of the claim; and
- b. allows Novo to control, and cooperates with Novo in, the defense and any related settlement.

If such a claim is made, Novo could continue to enable Customer to use the Services or to modify it. If Novo determines that these alternatives are not reasonably available, Novo may terminate the Services (without any liability to Customer) upon notice to Customer and with the return of any prepaid and unused fees.

11. MISCELLANEOUS OTHER TERMS.

- a. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- b. **Entire Agreement and Changes.** This agreement constitutes the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other.
- e. **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- f. **No Additional Terms.** Novo rejects additional or conflicting terms of any Customer form-purchasing document.
- g. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- h. **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.
- i. **CISG Not Apply.** The Convention on Contracts for the International Sale of Goods does not apply.

Signatures

Walton County, GA

Novo Solutions, Inc.

_____	_____	J. Richard Hunter	CEO
<i>Name (Printed)</i>	<i>Title</i>	<i>Name (Printed)</i>	<i>Title</i>

_____	____/____/____	_____	January 20, 2026
<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>

_____	516 S. Independence Blvd. Suite 205
_____	Virginia Beach, VA 23452
<i>Address</i>	<i>Address</i>