



International Cybernetics Company, LP (ICC) d/b/a IMS Infrastructure Management Services (“Consultant”) with its principal office at 10630 75th Street, Largo, FL 33777, Phone: 727-547-0696 and

Willard, MO with its principal offices at 224 W Jackson Willard, MO 65781 Phone: (417) 593-5823 (“Client”). Consultant and Client may hereinafter be referred to collectively as the “Parties.”

RECITALS

WHEREAS, Consultant agrees to fulfill and perform the work as set forth under Scope of Work (Appendix A), and Client agrees to fulfill its obligations, including providing information required for project setup and compensating the Consultant as set forth under pricing (Appendix A);

NOW, THEREFORE, the Parties hereto, intending to be legally bound, do hereby agree that the project overview and Pricing below accurately reflect the work to be performed and the price to be paid; and

The Parties accept the standard terms and conditions of sale as described in the attached (Appendix B); and

The Parties agree that any modifications to the scope of work or pricing will be agreed to in writing and explicitly acknowledged by both Parties in order to be binding, and

The Parties agree that any agency, current or future, within the same state shall be allowed to participate in this agreement during the life of the contract, even if it is not listed amongst the solicitation participants. While this clause in no way commits an Agency to purchase from Agency’s awarded contractor, nor does it guarantee any additional orders will result, it does allow Agencies, at their discretion, to make use of Agency’s competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other Agencies shall be understood to be transactions between that Agency and the awarded vendor; the Agency shall not be responsible for any such purchases.

IN WITNESS WHEREOF, this Contract is entered into as of the day and year written above. The Client and Consultant hereby represent and warrant to each other that each of the signers below have the right, power, legal capacity, and authority to enter into and bind the corresponding organization to perform its obligations under this Contract, and that the signature and execution of this Contract has been duly authorized.



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Reference Project Overview for scope of work and fees, a total of \$44,325.00

International Cybernetics Company, LP
d/b/a IMS Infrastructure Management Services

Willard, MO

Date: 3/11/2025

Date: _____

By: John Till
Digitally signed by John Till
DN: cn=John Till, o=US, ou=ICC-IMS, email=jtill@icc-ims.com
Date: 2025.03.11 09:11:21 -0400

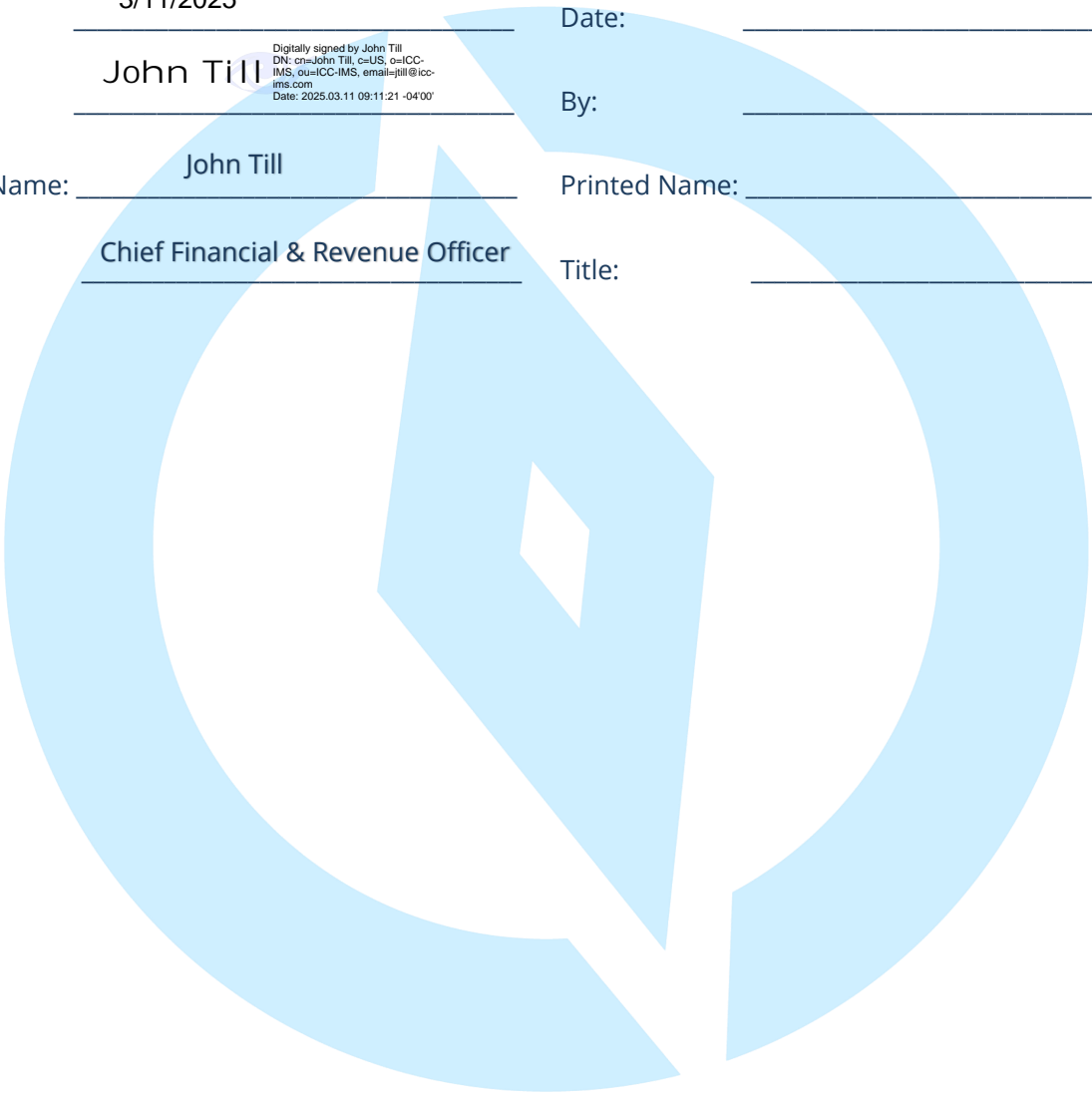
By: _____

Printed Name: John Till

Printed Name: _____

Title: Chief Financial & Revenue Officer

Title: _____



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Appendix A – Fee Proposal and Scope of Work



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Willard, MO

Fee Proposal

Opportunity ID: 24-08-05183



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Willard, MO
Wesley R. Young, MPA, CPM
City Administrator
ca@cityofwillard.org

Re: Willard, MO – Pavement Management and Structural Testing Project

Dear Wesley,

IMS Infrastructure Management Services (IMS) is pleased to present this budgetary estimate for a roadway pavement condition survey for Willard, MO in partnership with CJW. As an industry leader with four decades of pavement and asset management experience, we enable data-driven decision-making, ensuring that the agency's maintenance and rehabilitation funding results in the highest return on investment.

Our project approach is based on four principles:

- **Starting with the end in mind.** We are committed to understanding the agency's goals and objectives for this project. We work side-by-side with our clients to ensure all project goals are met and provide high-quality deliverables on time and within budget.
- **Confident, informed decision-making.** Accurate data provides the foundation for pavement management analyses, which identify the most appropriate maintenance or rehabilitation activity for each roadway pavement.
- **Maximizing return on investment.** When you choose IMS, you gain a dedicated partner. Backed by decades of experience, our support results in better outcomes and translates to enhanced funding justification and more strategic allocation of existing funding.
- **Providing smart, end-to-end solutions.** We provide professional services powered by end-to-end software, enabling you and the agency to review and visualize data confidently and easily.

We look forward to delivering this project successfully. Please do not hesitate to contact me with any additional questions at (813) 469-2087 or by email at jtill@icc-ims.com.

Best Regards,
IMS Infrastructure Management Services



John Till, Chief Financial & Revenue Officer



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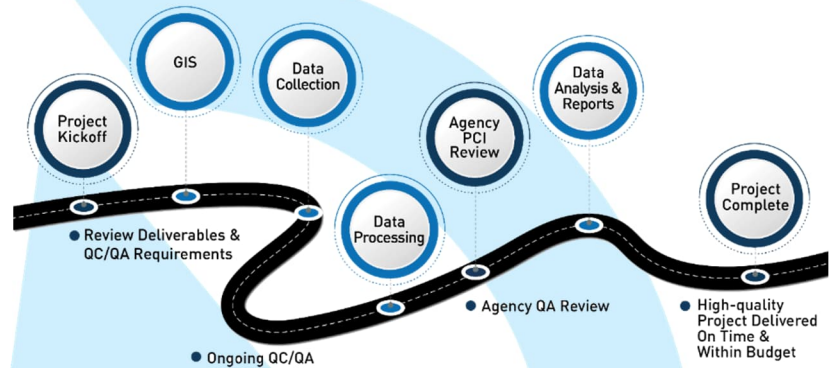


Project Overview

The primary objective of this project is to collect 50 test miles of roadway condition data. To ensure adequate coverage across the roadway network, we survey roads with greater than three lanes in both directions and all remaining roads in one direction. Our project roadmap, shown in the figure below, has evolved over the years and reflects our team's collective experience of successfully delivering thousands of similar projects. (See Appendix A for more details on each step in our project roadmap.)

The pavement condition survey will be performed with an IrisPRO Pave™ data collection system. The IrisPRO Pave™ collects georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements.

Collected data are processed to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported following the International Roughness Index (IRI) method. Processed data are delivered in both an Excel spreadsheet and a geodatabase. Roadway imagery is published to our Inform™ online data visualization platform for easy review and reference by agency staff.



Deliverables

01

Roadway Pavement Condition Data

Reported in an Excel spreadsheet and a geodatabase.

02

Easy Street Analysis (ESA) of Roadway Pavements

- Easy Street Analysis (ESA) pavement management spreadsheet
- Customizable prioritization and deferred cost analysis
- ESA training session (two hours) via Teams

03

Five (5) Year, Network-Level Pavement Management Plan

04

Inform™ Online Data Viewer

Enables convenient, browser-based viewing of collected data and imagery. *(Note: 90 days of hosting for unlimited agency users is included from the time of implementation.)*

05

Additional Value-Added Services

If applicable, based on our discussions with you, this budgetary estimate includes information and pricing on additional value-added services, described in more detail below.





Budgetary Estimate

Willard, MO

(Note: The final fee and scope of work depends on confirmation of test miles to be surveyed and analysis and reporting requirements).

Budgetary Estimate – Roadway Pavement Condition Survey					
Name	Qty.	Units	Price	Disc.	Total Price
Project Initiation					
Project Setup and Kickoff	1	Lump Sum	\$3,500.00		\$3,500.00
Project Management	1	Lump Sum	\$2,500.00		\$2,500.00
GIS Review and Survey Extents Verification	35	Test Miles	\$15.00		\$525.00
Intensive GIS Line Work Cleanup	1	Lump Sum	\$1,500.00		\$1,500.00
Field Survey					
Mobilization/Calibration	1	Lump Sum	\$3,900.00		\$3,900.00
Field Data Collection - IrisPRO Pave	50	Test Miles	\$115.00		\$5,750.00
Data Management					
Data Processing: Enhanced ASTM D6433 (Including QC/QA) - According to Standard Data Dictionary	50	Test Miles	\$30.00		\$1,500.00
Easy Street Analysis (ESA) Pavement Management Plan (PMP)	1	Lump Sum	\$5,500.00		\$5,500.00
Pavement Management Report	1	Lump Sum	\$2,400.00		\$2,400.00
Inform - <400 lane miles (90 days free from deployment)	1	Per Year	\$2,000.00	100%	\$0.00
Inform Web Hosting (90 days free from deployment)	50	Per year per mile	\$1.20	100%	\$0.00
Subtotal					\$27,075.00



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Budgetary Estimate - Structural Testing					
Name	Qty.	Units	Price	Disc.	Total Price
Mobilization/Calibration (FFWD)	1	Lump Sum	\$4,000.00		\$4,000.00
Field Data Collection - Fast Falling Weight Deflectometer (FFWD) - Per Mile	50	Test Miles	\$150.00		\$7,500.00
Data Processing: Standard FFWD (Including QC/QA)	1	Lump Sum	\$1,750.00		\$1,750.00
Calculate Structural Number (S_{Neff})	1	Lump Sum	\$1,000.00		\$1,000.00
Calculate Structural Number Required (S_{Nreq}) Based on ADT and Provide Structural Index	1	Lump Sum	\$2,000.00		\$2,000.00
				Subtotal	\$17,250.00

Grand Total	\$44,325.00
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Company Profile

IMS Infrastructure Management Services – now powered by International Cybernetics Company (ICC) – has revolutionized roadway infrastructure management since 1975. With the 2022 merger of IMS and ICC, the IMS team of infrastructure consultants is now backed by ICC’s industry-leading data acquisition technologies. We take pride in having one of the industry’s largest fleets of advanced pavement, sidewalk, and right-of-way asset data collection systems.



Over the past five years, we have made a \$5 million investment in enhancing our Unify™ software suite, solidifying our position as an industry leader in providing fully integrated, end-to-end data collection, processing, and visualization tools. Our advanced systems – combined with our rigorous approach to quality control – empower us to generate unparalleled data quality while setting the industry benchmark for the fastest turnaround time. The actions that we have taken over the past five years illustrate our continued commitment to improving data quality while simultaneously reducing data collection costs for our clients.

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments.
- Non-destructive pavement testing and analysis.
- Pavement management system implementation and training.
- Pavement management plan development and presentation.

In addition to pavement management services, IMS offers complementary services such as:

- Right-of-way asset inventory development using 360-degree imagery and mobile Lidar.
- Sidewalk and Americans with Disabilities (ADA) compliance surveys.
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS.

Welcome to the new era of infrastructure management, where consulting services are powered by advanced technologies. **Together, IMS – now powered by ICC – are paving the way forward!**



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Industry-Leading Technologies

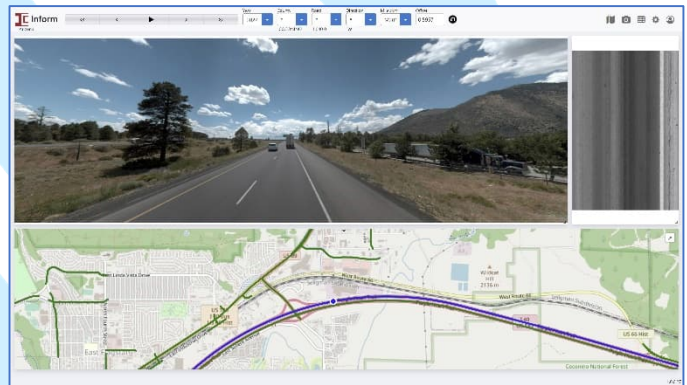
IrisPRO Pavé™

The pavement condition survey will be performed using an IrisPRO Pavé™ data collection system. The IrisPRO Pavé™ is equipped with industry-leading data acquisition technologies, including an inertial profiler, a second-generation Laser Crack Measurement System (LCMS-2), a FLIR Ladybug5+ 30MP 360-degree camera, and an iXBlue A7 or OxTS INS with DGPS.



Inform™ Online Data Viewer

The Inform™ data viewer is an easy-to-use, browser-based, cloud-hosted tool for reviewing pavement condition data and associated imagery. Inform™ presents the data in a map-based environment, enabling agencies to review all collected pavement data, including cracking, rutting, and roughness. The Inform™ viewer is fast, intuitive, and reduces the need for field visits.



"Inform has not only met but also surpassed our expectations. It is quick, exceptionally responsive, requires no IT involvement, and is incredibly user-friendly for individuals of all levels."

– Robert Bush, Program Manager, Arizona DOT

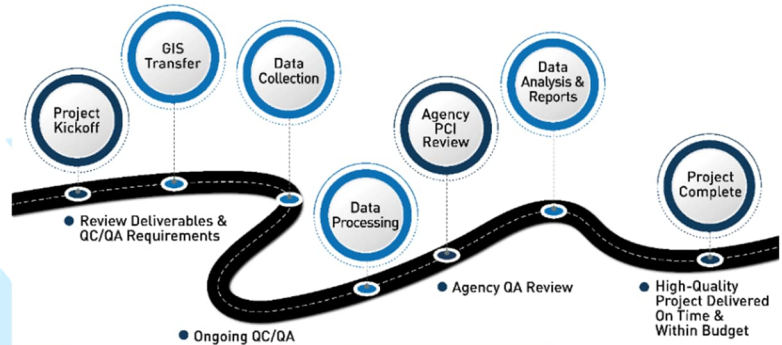


APPENDIX

Appendix A – Typical Project Roadmap

Step 1: Project Kickoff

The IMS project manager schedules a kickoff meeting with your agency's project team to review the project scope, schedule, and fee. The IMS project manager ensures that the IMS team and agency stakeholders clearly understand the goals and objectives of the project.



Step 2: GIS Linkage and Survey Map Development

Following the kickoff meeting, IMS' GIS team reviews the agency's roadway network and verifies the roadways to be collected. The agreed-upon roadway network is loaded into ICC Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered.

Step 3: Data Collection

The pavement condition survey is performed with an ICC IrisPRO Pave™ data collection system. Georeferenced, high-resolution 3D imagery of the pavement surface, spherical right-of-way imagery, and longitudinal and transverse profile measurements are collected.

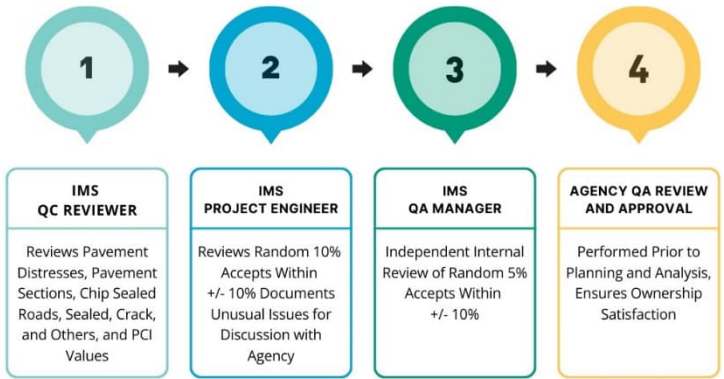
Step 4: Data Processing

The collected data are processed using ICC Connect™ software to quantify the type, severity, and quantity of pavement surface distresses, including cracking and rutting. Pavement roughness values are reported using the International Roughness Index (IRI) method.



Step 5: Multi-step QC/QA IMS has developed a unique approach to pavement condition surveys by coupling the power of automated algorithms with manual review of distress data by trained and certified pavement raters. All data is manually reviewed by our QC team, then reviewed by our QA manager, and lastly, submitted to the agency for final review and acceptance. This rigorous QC/QA process provides an added measure of confidence that the pavement condition data is accurate.

Comprehensive Data Quality Management



Step 6: Data Analysis & Reports

- **Comprehensive Analysis**
Our data analysis is thorough and tailored to provide insights that drive decision-making.
- **Detailed Reporting**
We deliver comprehensive reports that are clear, concise, and customized to your reporting standards.

Step 7: Project Closeout

Project deliverables will be sent to you for final approval and acceptance.



Appendix B – Additional Value-Added Services

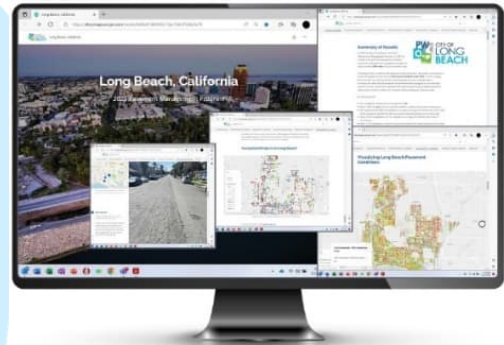
Right of Way (ROW) Asset Collection (e.g., signs, markings, curb, and gutter, etc.)

Imagery collected during the pavement condition survey can be used to build ROW asset inventories and condition assessments for signs, sign supports, curb and gutter, sidewalks and multi-use trails, ADA ramps, pavement markings and striping, traffic signals, trees, and many others. While we offer multiple methods for collecting ROW asset data, which is a primary component of half of all our projects, this is the most efficient.



Web-based GIS Visualization via StoryMaps and Dashboards

Easy-to-use and easy-to-maintain web-based, geocentric StoryMaps and Dashboards can be built to serve not only internal staff but also constituents. These tools provide a dynamic way to present complicated information visually. StoryMaps and Dashboards may be configured for use within the agency for coordinating projects across departments or for presentation to the public to promote transparency and trust.



Inform™ Data Hosting

IMS offers a convenient, web-based tool for reviewing pavement condition data and associated imagery. Our cloud-hosted visualization and analysis software Inform™ enables agencies to review collected pavement and asset data. The software is fast, intuitive, and is the simplest way to make valuable photolog images available to every user. **Ninety (90) days of complimentary hosting is included with all IMS projects.** Competitive pricing for data hosting in year two and beyond is available upon request.



Structural Testing with a Fast-Falling Weight Deflectometer (FastFWD)

IMS offers additional pavement testing techniques to enhance decision-making and project prioritization.

The FastFWD applies a dynamic load to the pavement surface to measure structural capacity and pavement layer stiffness values.

We integrate the structural index (SI) as a component of each roadway's final PCI to help you better predict future performance and fine-tune rehabilitation activities, such as determining when to reconstruct vs. mill and overlay.



Sidewalk, Trail, and Parking Lot Surveys with a Sidewalk Surface Tester (SST)

We deploy our Sidewalk Surface Testers (SST) for capturing sidewalk inventory and condition data, SSTs may also be deployed to collect data for narrow alleys, parking lots, bike paths, and multi-use trails. SST surveys yield comprehensive sidewalk condition data that may be used in combination with lidar pedestrian curb ramp data to develop detailed ADA transition plans. With the evolving Prowag requirements, it is critical for agencies to have a plan in place for routinely assessing the condition of and proactively maintaining their pedestrian walkways.



Mobile Lidar for Pedestrian Curb Ramp Assessments

Mobile Lidar is deployed to supplement ROW inventory surveys by creating a 3D point cloud from which measurements can be extracted. Our mobile lidar system collects 1.2 million points per second, resulting in extremely dense point clouds. The integrated Ladybug5+ camera captures high-resolution spherical imagery at defined intervals. Using the lidar point cloud, IMS can efficiently take detailed measurements of pedestrian curb ramps.



Roadway Friction Testing

Friction testing is a critical element of roadway safety inspections. Adequate friction can help reduce accidents and save lives. In the last five years alone, we have successfully completed 174 friction testing projects. The friction of the pavement surface is measured in accordance with ASTM E274 and incorporates a ribbed tire in accordance with ASTM E501 for studies of the left wheel path at each site.



In-Person (or Virtual) Council Presentations

IMS is often asked to develop and deliver a council presentation to educate council members and the public on the concepts of pavement management and the results of the surveys, health of the roadway network and recommendations as a value-added service. We work collaboratively with agency staff to develop highly focused presentations that layout the existing state of the agency's roadways and the funding required to meet the agency's goals and objectives.



Customized Written Reports and Specialty Maps

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as part of the project. Additional analyses and specialty maps may be added to the final report to enhance the ability of the agency to communicate existing pavement conditions, forecasted conditions, and M&R needs and priorities.



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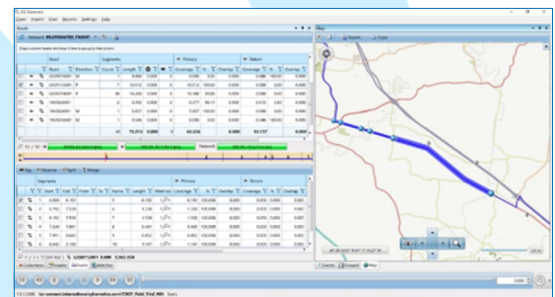
Software “Needs Assessments,” Training, and Technical Support

IMS performs software needs assessments for agencies to determine the pavement management system that will best meet the agency’s needs. We also provide software training as a value-added service. We review the agency’s existing IT structure, program goals, and user skillsets to make a recommendation on what pavement management software will best meet the need. Ongoing technical support is another popular value-added service available regardless of software.



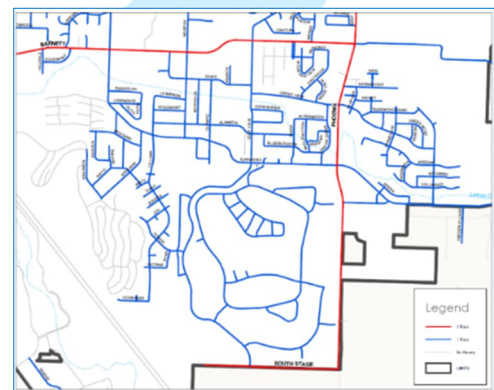
GIS “Clean-up” Services – No GIS... No Problem!

IMS reviews the integrity of the agency’s GIS to ensure that segmentation conforms to pavement management best practices and that the existing attribution is correct. Our team of GIS technicians and analysts assist agencies in validating their GIS and modifying it, when necessary, to meet pavement management goals and objectives. Developing pavement-specific GIS layers is often necessary for reporting pavement conditions in a logical, easy-to-understand format.



Roadway Functional Class Review

IMS reviews the functional classification and characteristics of the agency’s roadway network to make any necessary adjustments to highway, road, and street classifications. Understanding the volume of traffic and associated traffic loads is critical in determining the appropriate maintenance and rehabilitation activity for each roadway pavement.



Appendix B – Terms & Conditions

1. DEFINITIONS

- a. In these Terms and Conditions of Sale, “Consultant” means International Cybernetics Company, LP and IMS Infrastructure Management Services and, if related to service work within the country of Canada, International Cybernetics Canada, Inc.; and
- b. “Client” means the person, firm, organization, or corporation by whom the purchase order is given.
- c. “Services” means data collection, processing, analysis, consulting, training, and similar activities performed by Consultant for the Client.

2. THE CONTRACT

- a. All purchase orders must be received in writing and are accepted subject to these Terms and Conditions of Sale. No terms or conditions put forward by Client and no representations, warranties, guarantees or other statements not contained in Consultant's quotation or acknowledgement of order nor otherwise expressly agreed in writing by Consultant shall be binding on Consultant.
- b. The Contract shall become effective only upon the date of acceptance of Client's order. Such acceptance will be by a mutually executed contract (including the one attached hereto), task order, notice to proceed, and all necessary Client-provided deliverables to allow the Consultant to perform on contract, such as road network definition (GIS), analysis parameters, etc., or upon the date of fulfillment of all conditions stipulated in the Contract (the “Effective Date”).
- c. No alteration or variation to the Contract shall apply unless agreed in writing by both parties. However, Consultant reserves the right to effect minor modifications and/or improvements to the final deliverables of services before delivery provided that the performance of the Services is not adversely affected.
- d. The Client, having taken full note of the characteristics of the services sold by Consultant, particularly on the basis of the indications provided in documentation, catalogues and, where applicable, during presentations given by Consultant, has satisfied itself as to the suitability of the Services for its own needs. Where it has not contacted Consultant for any additional details prior to the acceptance of the order, the Client acknowledges that it has been adequately informed.

3. VALIDITY OF QUOTATION AND PRICES

- a. Unless previously withdrawn, Consultant's quotation is open for acceptance within the period stated therein or, when no period is so stated, within sixty (60) days after its date.
- b. Prices are firm for delivery within the period stated in Consultant's quotation and are exclusive of (i) Sales Tax and (ii) any similar and other taxes, duties, levies or other like charges arising outside the State of Florida in connection with the performance of the Contract.

4. PAYMENT

- a. Payment shall be made according to the Consultant's standard payment terms, unless defined otherwise in the Contract. The “Effective Date” shall in no case be earlier than the date on which the first payment is received by Consultant. Standard payment terms for Services are monthly progress payments based on services rendered during the month at the unit prices defined in the Contract. Invoices for Services will be dated on or before the last day of each month.
- b. Payment shall be made: (i) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (ii) in the currency of Consultant's order

confirmation within thirty days of date of invoice unless otherwise specified by Consultant's finance department.

- c. Without prejudice to Consultant's other rights, Consultant reserves the right to: (i) charge interest on any overdue sums at 1% per month during the period of delay; (ii) suspend performance of the Contract (including withholding shipment) in the event that Client fails or in Consultant's reasonable opinion it appears that Client is likely to fail to make payment when due under the Contract or any other contract; and (iii) at any time require such reasonable security for payment as Consultant may deem reasonable.

5. DELIVERY PERIOD

- a. Unless otherwise stated in Consultant's order confirmation, all periods stated for delivery or completion are measured from the Effective Date and are to be treated as estimates only, not involving any contractual obligations or liability.
- b. Delivery of Services within the estimated timeframe depends upon the Consultant's existing project commitments, fleet schedule, resource availability, access to the roads to be collected, and good weather (dry roads, temperatures above freezing). Any delays due to these variables may affect the delivery/completion period but shall not affect the Contract Price.
- c. Assumes assets to be collected are in the public right-of-way and unobscured from the line-of-sight of the data collection vehicle's cameras (ex: no significant vegetation or overgrowth, damaged, or vehicle obstruction). On two-lane roads, the 360-degree camera will capture assets in the direction of travel, and the 360-degree camera will capture the assets in the opposite direction. Therefore, only one pass will be required on these streets. Streets with more than two lanes may require additional passes depending on the number of lanes or division of lanes by median island.
- d. If Consultant is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Client or its agents (including but not limited to failure to provide specifications, working drawings, road network definition (GIS), analysis parameters, and/or such other information as Consultant reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly.
- e. If delivery of Services is delayed due to any act or omission of Client, having been notified that Consultant is awaiting the completion of Client's obligations, Consultant shall be entitled to place the project on hold and cease further work on the project until such time that the obligations are met. Upon placing the project on hold, the Consultant shall be entitled to invoice Client for all work completed to date including for partially-completed data collection, processing, or analysis and for undelivered data.
- f. To ensure timely project execution and success, both Client and Consultant understand that all questions and information requests related to this project from the Client to the Consultant are to be responded to within three (3) business days and the acceptance and/or feedback of any deliverables provided to Client from Consultant is to occur within ten (10) business days.

6. FORCE MAJEURE

- a. Force Majeure of any kind, unforeseeable production, traffic or shipping disturbances, war, acts of terrorism, fire, floods,



unforeseeable shortages of labor, utilities or raw materials and supplies, strikes, lockouts, pandemics, acts of government, restrictions on travel, and any other hindrances beyond the control of the party obliged to perform which diminish, delay or prevent production, shipment, acceptance or use of the Services or provided data, or make it an unreasonable proposition, shall relieve the party from its obligation to supply or take delivery, as the case may be, as long as and to the extent that the hindrance prevails.

b. If, as a result of the hindrance, planned in-person or on-site visits by Consultant staff for installation, implementation, training, or meetings are prevented or become impractical, Consultant shall be relieved from such contract requirements. Consultant shall also provide any implementation or training services, and attend meetings, virtually or online to the maximum extent possible to satisfy the intent of the contract.

7. WARRANTY

a. Consultant warrants to Client that it will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. Consultant makes no other warranties or guarantees, expressed or implied, relating to the Services, and Consultant disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.

8. NON-SOLICITATION

a. During execution of this contract and for a period of two (2) years following the Delivery Date, the Client will not, directly or indirectly, whether through an owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, or through any other "person" (which, for purposes of this subsection, shall mean an individual, a corporation, a partnership, an association, a joint-stock company, a trust, any unincorporated organization, or a government or political subdivision thereof), hire or attempt to hire any active employee or contractor of the Consultant or any affiliate of the Consultant, assist in such hiring by any other person, or encourage any such employee to terminate his relationship with the Consultant or any affiliate of the Consultant.

9. LIMITATION OF LIABILITY

a. Supplier's maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with a specific order or a particular blanket order issued, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of intellectual property rights or otherwise, shall in no circumstances exceed a sum equal to the total price of the order in question.

10. STATUTORY AND OTHER REGULATIONS

a. If Consultant's obligations under the Contract shall be increased or reduced by reason of the making or amendment after the date of Consultant's quotation of any law or any order, regulation or bylaw having the force of law that shall affect the performance of Consultant's obligations under the Contract, the Contract Price and delivery period shall be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.

11. COMPLIANCE WITH LAWS

a. Client agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, Canada, the European Union and the jurisdictions in which Consultant and Client are established or from which items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of services or software provided.

b. Client agrees furthermore that it shall not engage in any activity that would expose the Consultant to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Client agrees to comply with all appropriate legal, ethical and compliance requirements.

12. DEFAULT, INSOLVENCY AND CANCELLATION

a. Consultant shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Client, if (i) Client is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Consultant's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Client. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.

b. Client shall be entitled, without prejudice to any other rights it may have, to cancel the Contract forthwith, wholly or partly, by notice in writing to Consultant, if (i) Consultant is in default of any of its obligations under the Contract and fails, within 30 (thirty) days of the date of Client's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take action to remedy the default or (ii) on the occurrence of an Insolvency Event in relation to Consultant. In the event of cancellation, Client shall be responsible for all payments to the Consultant for any deliveries completed and milestones met up to the date of termination.

c. "Insolvency Event" in relation to Client means any of the following: (i) a meeting of creditors of Client being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Client; (ii) a chargeholder, receiver, administrative receiver or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Client; (iii) Client ceasing to carry on business or being unable to pay its debts; (iv) Client or its directors or the holder of a qualifying floating charge giving notice of their intention to appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 28 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Client; or (vi) the happening in relation to Client of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Consultant shall be entitled to recover from Client or Client's representative all costs and damages incurred by Consultant as a result of such cancellation, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

13. DATA RETENTION

a. This section defines the Consultant's data retention policy for Services projects. The data collected by the IrisPRO Pave takes up over 6 GB per mile (Raw) and 3 GB per mile (Processed). Data storage costs are significant for this volume of data. Therefore, Consultant has implemented a data retention policy to clarify its standard operating procedure.

b. Definitions



- i. "Raw data" - Sensor data collected by the collection vehicle that is saved in proprietary formats and cannot be used directly. This includes .drive files, PGR files, and FIS files.
 - ii. "Processed data" - Data that has been transformed into usable formats by the Connect software. This includes CSV, XLSX, SHP, GDB, and JPG files.
 - iii. "Data Acceptance" - Client acceptance of delivered data and confirmation that deliverables meet the project requirements.
- c. Policy
- i. Consultant will provide a quotation for hosting of any collected data for any duration upon request.
 - ii. Consultant will retain Raw data for 3 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. Beyond this time, Consultant may delete the Raw data without further notice. After the Raw data has been deleted, reprocessing of the sensor data will not be possible. For example, crack detection cannot be run with different settings, and new image views cannot be extracted from the Ladybug camera.
 - iii. Consultant will retain Processed data for 15 months beyond Data Acceptance, unless the client confirms in writing that Consultant should store the data longer and confirms that client will pay for the additional hosting costs. This timeframe allows Consultant to perform year-to-year analysis and comparisons provided that the same roads are collected annually. Beyond this time, Consultant may delete the Processed data without further notice. After the Processed data has been deleted, year-to-year analysis and comparisons will be limited to data review only.
14. MISCELLANEOUS
- a. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
 - b. If any clause, sub-clause or other provision of the Contract is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Contract.
 - c. Client shall not be entitled to assign its rights or obligations hereunder without the prior written consent of Consultant.
 - d. Consultant enters into the Contract as principal. Client agrees to look only to Consultant for due performance of the Contract.
 - e. The Contract shall in all respects be construed in accordance with the laws of the local jurisdiction in which the services are provided and the Client is physically based. All disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of the local jurisdiction/state as defined above.
 - f. The headings to the Clauses and paragraphs of the Contract are for guidance only and shall not affect the interpretation thereof.
 - g. All notices and claims in connection with the Contract must be delivered in writing.
 - h. Unless mentioned to the contrary in writing, the Client authorizes Consultant to cite its name in its business references, websites, and social media.

