
MEMO

APPROVED
09/20/2021



DATE: September 16, 2021

FROM: Megan L. Blackford
Assistant Procurement Director

A handwritten signature in black ink that reads "Megan L. Blackford".

TO: Board of County Commissioners

SUBJECT: Agreement – Streetscan Inc.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Engineering Department and Streetscan Inc. for software licensing and support of the Streetlogix software for the fiscal year ending June 30, 2022 at an annual cost of \$13,235.00 as further described in the attached.

Respectfully submitted for your approval and execution.

MLB

SUBMITTED FOR: The September 20, 2021 BOCC meeting agenda.

CMF# 20212135

 streetlogix	Customer ID
	OK_TulsaCounty

Streetlogix Purchase Agreement

Streetlogix is pleased to present this Purchase Agreement for the implementation of our industry leading solution. This Purchase Agreement is made and entered into between Board of County Commissioners of the County of Tulsa, Oklahoma (hereinafter referred to as “Customer” and StreetScan Inc. (hereinafter referred to as “Streetlogix”). In the case that any terms or conditions provided in the Streetlogix Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Streetlogix Solutions Agreement shall control.

The Addendums attached hereto, include:
 Addendum A – Support Services
 Addendum B – Professional Services
 Addendum C – Streetlogix Solutions Agreement

Streetlogix’s proposed fees for this project are included in the summary below.

Agreement Start Date	Agreement Term
June 30, 2021	12 Months

July 1,

Software & License			
Solution	Unit Cost	Quantity	Price
Streetlogix Annual Software License Fee – Asset Management Module	\$10,000	1	\$10,000
Professional Services			
Annual Data Hosting & Support Fee	\$3,235	1	\$3,235
		Total Price	\$13,235

CMF# 20212135



Payment Terms and Conditions

In consideration for the Solutions and Services provided by Streetlogix to Customer, Customer agrees to pay Streetlogix the Fees in U.S. Dollars as described below:

- 1. Delivery: Customer shall be provided with the ability to access and use the Solution on the Agreement Start Date upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. Services Scheduling: Customer agrees to work with Streetlogix to schedule Services in a timely manner.
3. Solutions Invoicing: The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the Agreement Start Date.
4. Expenses: Lodging expenses should be capped at the then current rate established by Tulsa County's Preferred Rate Agreement with Hyatt (CMF 20202824) or Holiday Inn (CMF 20210016).
5. Payment Terms: All payments are due Net 30 days of the invoice date.
6. Renewal: Upon completion of the Agreement Term, the agreement may be renewed by the parties for a subsequent 1-year term that coincides with Customer's annual fiscal year, as agreed between the parties in writing.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE STREETLOGIX HOSTED SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE STREETLOGIX HOSTED SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

StreetScan Inc.

Customer: COUNTY OF TULSA, OKLAHOMA

By Jon-Erik Dillon (Signature)

By Stan Sallee (Signature)

Jon-Erik Dillon (Type or print name)

Stan Sallee (Type or print name)

Title CEO

Title Chairman, Board of County Commissioners of the County of Tulsa

Date Sept. 15th 2021

Date 09/20/2021

Approved as to form: James G. Rea Assistant District Attorney

Digitally signed by James G. Rea Date: 2021.09.16 11:33:04 -05'00'

Addendum A – Support Services

The Support Services listed in the Purchase Agreement are specific Streetlogix Software Solutions which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A and the applicable Purchase Agreement. Streetlogix will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer’s subscription to access to and use of the Streetlogix Software Solutions, Customer will receive:

1. Support Services
 - a. Unlimited Support: Streetlogix is equipped with in application support to assist customers with questions and inquiries.
 - b. Help Documentation: Streetlogix maintains a help guide which is embedded within the solution and is designed to provide customers with a resource that helps them better understand the functions and capabilities of the software.
 - c. Remote Support: Streetlogix maintains remote support tools to assist customers with problems that command an interactive troubleshooting approach or assistance in utilizing the software.
2. Training & Education Services
 - a. Group Training: Streetlogix will hold monthly training webinars which allow customers to send new and existing staff for follow up training at no additional charge.
3. Releases & Upgrades
 - a. New Software Releases: Streetlogix endeavors to release new and upgraded versions of Streetlogix biannually to enhance and add functionality for customer benefit.
 - i. As a Software as a Service solution, Streetlogix will automatically upgrade when new releases become available. This ensures customers are able to benefit from the latest performance and feature enhancements.

Streetlogix will provide the Support Services only to Customer, provided that Streetlogix reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Streetlogix documentation and specifications for intent of use. Streetlogix is under no obligation to modify the Solutions so that the modified Solutions would depart from Streetlogix’s published documentation and intended use as defined by Streetlogix.



Addendum B – Professional Services

The Professional Services listed in the Purchase Agreement are specific Streetlogix Professional Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B and the applicable Purchase Agreement. Streetlogix will coordinate with the Customer on service delivery expectations and timeframes.

Setup and Training

1. Streetlogix will establish a remotely hosted production Streetlogix system to be made available to Customer.
2. Streetlogix will provide up to 8 Hours for requirements gathering, system personalization, training and technical guidance to enable the Customer team to effectively operate the system and gain the most value from the toolset.
3. Streetlogix will add any readily available and solution supported spatial data that will assist the customer in using Streetlogix. Commonly leveraged data layer include public and private infrastructure, parcels, wards, districts and other geographic designations.



Addendum C – Solution Agreement

This Streetlogix Solutions Agreement (“Agreement”) is a contract between StreetScan Inc., a Delaware corporation, having its principal place of business at 603 Salem Street, Wakefield, MA 01880 and Customer may be referred to in this Agreement collectively as the “parties” or individually as a “party.”

Streetlogix provides certain hosted operations management and asset management solutions (the “Streetlogix Solutions” or “Solutions”). Customer desires to purchase a subscription to access and use certain of the Streetlogix Solutions for Customer’s own internal use and operations.

This Agreement sets forth the terms and conditions under which Streetlogix will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Streetlogix and Customer (each, a “Purchase Agreement”) and perform those services specified in each Purchase Agreement (the services provided by Streetlogix under this Agreement, including the services made available through the Solutions, the “Services”). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an “Addendum”), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Streetlogix regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English (US) meaning.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, THROUGH THE EXECUTION OF A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT OR ANY PURCHASE AGREEMENT, STREETLOGIX IS NOT WILLING TO PROVIDE YOU, AS CUSTOMER, WITH ACCESS TO OR USE OF STREETLOGIX SOLUTIONS OR SERVICES, AND YOU MUST NOT ACCESS OR USE STREETLOGIX SOLUTIONS OR SERVICES. IF YOU ACCESS OR USE STREETLOGIX SOLUTIONS OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND ANY PURCHASE AGREEMENT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

1. TERM.

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement (“Initial Term”). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement. Unless otherwise stated in an applicable Purchase Agreement under this Agreement, the Initial Term of this Agreement renew for successive additional 1 year renewal periods (each, a “Renewal Term”) coinciding with Customer's fiscal year, as agreed between the parties in writing.

2. SOLUTIONS.

2.1 FUNCTIONALITY.

The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Streetlogix may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

2.2 SUBSCRIPTION.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Streetlogix will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer (“Users”) to access and use the Solutions, solely for purposes of Customer’s own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Streetlogix in writing.

2.3 ACCESS.

Customer may access the Solutions solely through the account established for Customer (an “Account”). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer’s Account (“User IDs”). Each User ID is issued to a specific User and may be used only by that User. Customer will ensure that all information about each User provided to Streetlogix in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor’s or consultant’s actions as a User,

 streetlogix	Customer ID
	OK_TulsaCounty

Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Streetlogix promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer’s Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer’s Account or under any User ID will be deemed to have been completed by Customer. In no event will Streetlogix be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

2.4 RESTRICTIONS.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Streetlogix to provide the Solutions (the “Streetlogix Technology”), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Streetlogix and its licensors. As a condition to the use of and access to the Solutions, Customer will not, and will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Streetlogix Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Streetlogix Technology; (d) use automated scripts to collect information from or otherwise interact with the Streetlogix Technology; (e) alter, modify, reproduce, create derivative works of the Streetlogix Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer’s rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Streetlogix Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Streetlogix Technology; (i) use the Streetlogix Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Streetlogix Technology.

2.5 THIRD PARTY OFFERINGS.

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers (“Third Party Offerings”). Customer’s access to and use of any Third Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third Party Offerings (“Third Party Terms”). In addition to the terms of this Agreement, access to and use of each Third Party Offerings is also subject to the terms and conditions of any Third Party Terms applicable to that Third Party Offering. Except as set forth in this Agreement, any applicable Third Party Terms will



control in the event of a conflict between the terms of this Agreement and those Third Party Terms. Except as expressly set forth in any Third Party Terms, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.


3. SERVICES.

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Streetlogix will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Streetlogix has no obligation to provide any of the following Services unless specified in a Purchase Agreement or Addendum to this Agreement.

3.1 ON-SITE INSTALLATION SERVICES.

Streetlogix will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement (“On-Site Installation Services”). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Streetlogix’s warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer’s equipment and hardware. Customer shall coordinate with Streetlogix to provide Streetlogix with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Streetlogix to the equipment and hardware shall be remote access. Unless otherwise specified in a Purchase Agreement, Streetlogix shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer’s premises. If Streetlogix determines that it is necessary to perform any Services on Customer’s premises, Streetlogix shall first receive approval from Customer prior to performing such Services on Customer’s premises. Streetlogix shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer’s failure to provide Streetlogix sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Streetlogix Technology separate and apart from Customer’s right to access the Solutions installed on-site by Streetlogix as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Streetlogix’s prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Streetlogix or, at Streetlogix's discretion, destroy any Streetlogix Technology then in Customer’s possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

3.2 SUPPORT SERVICES.

 streetlogix	Customer ID
	OK_TulsaCounty

Streetlogix will provide Customer with support Services for the Solutions as specified in Addendum A if such Addendum is attached to a Purchase Agreement (“Support Services”).

3.3 PROFESSIONAL SERVICES.

Streetlogix will provide Customer with professional services for the Solutions as specified in Addendum B if such Addendum is attached to a Purchase Agreement (“Professional Services”). Professional Services will be subject to scheduling in cooperation with Customer.

3.4 DATA SERVICES.


Streetlogix will provide Customer with the data collection Services for the Solutions as specified in Addendum D if such Addendum is attached to a Purchase Agreement (“Data Services”). Data Services will be subject to scheduling in cooperation with Customer.

3.5 PROFESSIONAL SERVICES.

Streetlogix will perform any additional professional Services relating to the Solutions (“Professional Services”) if specified in any written statement of work mutually agreed to by both parties under this Agreement. Streetlogix will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Streetlogix’s then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 9:00 a.m. to 5:00 p.m., Eastern Standard or Eastern Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

4. SOFTWARE.

Streetlogix may provide Customer with software in connection with the Solutions (“Software”). Unless any Software provided by Streetlogix in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Streetlogix (a “Software License Agreement”), Streetlogix grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to access and use the Software in accordance with the instructions provided by Streetlogix for Customer’s own internal use and operations in connection with Customer’s access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Streetlogix. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as Browser Based User – Each browser based User is defined by User ID. Customer agrees that Streetlogix may audit Customer’s Software usage remotely or on-site upon reasonable notice and during standard business hours.

 streetlogix	Customer ID
	OK_TulsaCounty

Prevention of audit by Customer may be grounds for termination of this Agreement. Streetlogix and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Streetlogix reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Streetlogix's ability to render Services.

5. FEES AND PAYMENT.

5.1 FEES.

Customer agrees to pay Streetlogix all fees specified in any Purchase Agreement and as otherwise specified in this Agreement ("Fees").

5.2 PAYMENT.

All Fees will be invoiced in advance in accordance with the terms applicable to such Fees. If no terms for an applicable Fee are set forth in the applicable Purchase Agreement, such Fees will be invoiced on a monthly basis following the end of the month in which they were incurred. All Fees as set forth on each invoice issued by Streetlogix under this Agreement will be due and payable by Customer in immediately available U.S. funds within 30 days of the date of invoice. If Customer has not made payment within 30 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Streetlogix to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Streetlogix (including upon any termination or suspension of this Agreement). If Streetlogix requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses in an amount approved by a court of competent jurisdiction. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

5.3 TAXES.

The Fees do not include any local, state, provincial, federal or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax ("Taxes"). Customer is responsible for paying all Taxes that may be imposed by way of the performance of either party under this Agreement, excluding only Taxes based on Streetlogix's net income. If Streetlogix is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Streetlogix with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.4 FEE INCREASES.

Streetlogix may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term as agreed between the parties in writing.

5.5 EXPENSES.

Customer shall reimburse Streetlogix for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Lodging expenses shall be capped, regardless of actual expenses, at the then current rate established by Tulsa County's Preferred Rate Agreement with Hyatt (CMF 20202824) or Holiday Inn (CMF 20210016).

6. TERMINATION.

6.1 TERMINATION FOR CAUSE.

Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other party; (b) materially breaches this Agreement in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

6.2 SERVICE DISCONTINUANCE.

If Streetlogix at any time discontinues offering any Solutions or any Services to new customers, Streetlogix will give Customer reasonable advance notice of such discontinuation. Upon such date of discontinuation, Streetlogix will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Streetlogix will credit to Customer, on a pro-rated basis, any pre-paid Fees under this Agreement and Streetlogix shall have no further obligation to provide the Solutions or any Service under this Agreement.

6.3 SUSPENSION.

Without limiting Streetlogix's right to terminate this Agreement, Streetlogix may suspend Customer's access to the Solutions or any Services upon notice to Customer following any breach of this Agreement if deemed reasonably necessary by Streetlogix to prevent any damage, injury, or harm to Streetlogix, the Streetlogix Technology, any other Streetlogix customer, or any third party.

6.4 EFFECT OF TERMINATION.

All Purchase Agreements shall terminate immediately upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, and following any applicable Transition Period: (a) Streetlogix may cease providing access to all Solutions and Services under

this Agreement; (b) all subscriptions and other rights and licenses granted to Customer under this Agreement will terminate; (c) Customer will immediately cease all use of and access to all Solutions and Services; (d) all Fees and other amounts then owed by Customer under this Agreement will become immediately due and payable to Streetlogix; (e) Customer will immediately either return to Streetlogix or, at Streetlogix's discretion, destroy any Streetlogix Data and Streetlogix Confidential Information (each as defined below) then in Customer's possession or control; and (f) Streetlogix will either return to Customer or, at Customer's discretion, destroy any Customer Data and Customer Confidential Information) then in Streetlogix's possession or control. The following Sections will survive termination or expiration of this Agreement for any reason: 5 (Fees and Payment), 6.4(Effect of Termination), 7 (Ownership), 10 (Disclaimer), 11 (Indemnification), 12 (Limitation on Liability), 14 (Confidentiality), 15 (Governing Law), 16 (Non-Solicitation), 17 (Force Majeure), 18 (Notice), and 19 (Additional Terms).

6.5 TRANSITION SERVICES.

Except in the case of a termination under Section 6.1 by Streetlogix, at any time prior to the effective date of any termination or expiration of this Agreement, Customer may request that Streetlogix continue to provide Customer with any Services then provided under this Agreement for purposes of transitioning and migrating Customer off of the Solutions ("Transition Services"). Upon such request, the parties will develop a mutually agreed to transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of Customer off of the Solutions ("Transition Plan"). Streetlogix will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). Customer will compensate Streetlogix for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Streetlogix's then current rates for the Services. All Transition Services will otherwise be subject to the terms of this Agreement.

7. OWNERSHIP.

Streetlogix retains all right, title, and interest in and to the Solutions, Streetlogix Technology, Streetlogix Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Streetlogix in perfecting and defending Streetlogix's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to provide Streetlogix with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Streetlogix (or its third party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Streetlogix. Customer will not remove or alter

any proprietary rights legend on the Solutions, Streetlogix Technology, or Streetlogix Data. For purposes of this Agreement, “IPR” means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

8. DATA.

8.1 CUSTOMER DATA.

As between Customer and Streetlogix, Customer retains ownership of all data, information, and other content provided to Streetlogix or through the Solutions by or on behalf of Customer (“Customer Data”). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability, and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Streetlogix to use and process all Customer Data in the performance of the Services and any other obligations of Streetlogix under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Streetlogix to maintain back-up copies of Customer Data, Streetlogix will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

8.2 STREETLOGIX DATA.

As between Streetlogix and Customer, Streetlogix retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data (“Customer Data”). Subject to the terms of this Agreement, Customer may access the Streetlogix Data without modification solely for Customer’s own internal business purposes in connection with Customer’s use of and access to the Solutions. Streetlogix uses commercially reasonable measures to ensure the accuracy and reliability of all Streetlogix Data, but except as expressly provided herein Streetlogix will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Streetlogix Data.

8.3 DATA SECURITY.

Streetlogix shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Streetlogix, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations (“Laws”). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Streetlogix Data in the possession or control of Customer, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Streetlogix Data in the possession or control of such party. Streetlogix will indemnify and hold harmless the Customer from and against any damages or

losses asserted against or incurred by the Customer arising out of or related to a breach of a party's data security obligations.

8.4 DATA PRIVACY.

Streetlogix may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Streetlogix's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Streetlogix will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Streetlogix, the data and information may be used by Streetlogix, or its permitted service providers, for any lawful business purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

9. REPRESENTATIONS AND WARRANTIES.

9.1 GENERAL.

Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

9.2 PERFORMANCE.

During the term of this Agreement, Streetlogix represents and warrants to Customer that Streetlogix will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Streetlogix and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Streetlogix's sole obligation and Customer's sole and exclusive remedy in the event of any failure of the Solutions to comply with any such performance levels will be for Streetlogix to, at its option: (a) remedy the failure or re-perform the affected Services; or (b) refund Customer the portion of any Fees applicable to the portion of the Solutions subject to the failure.

9.3 NON-INFRINGEMENT.

Streetlogix represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Streetlogix's sole obligation and Customer's sole and exclusive remedy for of any failure by Streetlogix to comply with the

foregoing sentence, Streetlogix will defend Customer against any such failure as set forth in Section 11.2.

10. DISCLAIMER.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL STREETLOGIX DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY “AS IS” AND “AS AVAILABLE” AND STREETLOGIX AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY STREETLOGIX, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

11. INDEMNIFICATION.

11.1 GENERAL.

Streetlogix (the “Indemnifying Party”) will defend the Customer and its officers, directors, employees, and agents (its “Related Parties”) from and against any claim, allegation or action (any “Action”) brought against the Customer or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) (“Losses”) finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.2 NON-INFRINGEMENT.

Streetlogix will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Streetlogix will pay those Losses finally awarded against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Streetlogix reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Streetlogix may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Streetlogix will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered

Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment, services, processes, software, data or information not supplied by Streetlogix; or (d) any modification of or enhancement to any Covered Service other than by Streetlogix. This Section constitutes Streetlogix’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

11.4 CONDITIONS.

All obligation of Streetlogix to defend or indemnify the Customer or any Related Party under this Agreement are conditioned upon the party seeking defense or indemnification (the “Indemnified Party”) providing the other party with: (a) prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) control as authorized by Customer’s governing body the defense and settlement of such claim, provided that any settlement that will require the other party to assume any liability other than the payment of monies will be subject to the other party’s prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending party’s expense).

12. LIMITATION ON LIABILITY.

IN NO EVENT WILL STREETLOGIX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE STREETLOGIX TECHNOLOGY (OR ANY STREETLOGIX DATA), EVEN IF STREETLOGIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. STREETLOGIX’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO STREETLOGIX HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY. CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT STREETLOGIX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, STREETLOGIX’S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. INSURANCE.

If Streetlogix will provide Services at Customer’s location, Streetlogix will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage.

14. CONFIDENTIALITY.

14.1 PROTECTION.

Each party (the “Receiving Party”) may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the “Disclosing Party”), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential (“Confidential Information”). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

14.2 EXCEPTIONS.

The Receiving Party’s obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public or (d) is required to be disclosed by applicable law, including but not limited to Oklahoma Open Meetings Act and Oklahoma Open Records Act; 25 O.S. Sections 301-314 and 51 O.S. Section 24A.1, et seq., respectively. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

14.3 RETURN OF CONFIDENTIAL INFORMATION.

The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party’s request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

15. GOVERNING LAW.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the state/province where the Customer has its principal place of business. Each party agrees that it will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state/provincial court in the state/province where the Customer has its principal place of business, and each party irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts.

16. FORCE MAJEURE.

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

17. NOTICE.

All notices, reports, consents, authorizations and approvals to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted under this Agreement; or (4) certified mail, return receipt requested, to the other party at its respective addresses set forth above. All notices will be effective upon receipt (or when delivery is refused), or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address for notice by giving notice of the new address to the other party.

18. ADDITIONAL TERMS.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any

rights or obligations of Customer hereunder may be assigned without the prior written approval of Streetlogix. Any assignment in violation of the foregoing will be null and void. Streetlogix may assign this Agreement to any party that assumes Streetlogix’s obligations hereunder, including by sale, merger, consolidation, or operation of law or otherwise. Streetlogix may subcontract its obligations under this Agreement, provided that Streetlogix remains responsible for compliance with the applicable terms of this Agreement as to those obligations. The words “include,” “includes” and “including” means “include,” “includes” or “including,” in each case, “without limitation.” All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers', and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, and other relief to which that party may be entitled. Customer gives Streetlogix permission to use Customer’s name or logo for public press releases and customer stories. Streetlogix provides the Solutions, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Streetlogix to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.