

## Lee County, FL Region 6 Software & Services

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This Agreement is made by and between **Lee County, Florida** (“Customer”) and **Geo-Comm, Inc.** (“GeoComm”) a Minnesota corporation with its principal offices at 1100 West St. Germain Street, Ste. 301, St. Cloud, MN, 56301.

The parties agree to the following:

### Section 1 – Scope of Work

Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits. Agreement begins upon contract signing and ends October 31, 2028.

### Section 2 – Pricing and Payment Terms

The Customer will pay \$416,970.66 as further described in exhibits. GeoComm will invoice Customer net 45 upon the following schedule:

- \$93,991.42 November 1, 2023
- \$80,744.81 November 1, 2024
- \$80,744.81 November 1, 2025
- \$80,744.81 November 1, 2026
- \$80,744.81 November 1, 2027

### Section 3 – Changes in the Work

The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, or portions of the work. If any change order causes an increase or decrease in the cost of or time an Amendment will be done and signed by both parties.

### Section 4 – Software User Terms of Use

“GeoComm Software Authorized Users Terms of Use” found in Exhibit D applies to this Agreement.

### Section 5 – Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of seven (7) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hardcopy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this Agreement, without the express permission of the Customer. This Agreement is subject to Chapter 119, Florida Statutes, the Florida Public Records Law.

### Section 6 – Notices

All notices under this agreement shall be mailed to the physical address listed below.

#### Customer

Mr. Paul Filla 911 County Coordinator  
Lee County BOCC, Public Safety  
P.O. Box 398  
26655 Ortiz Ave.  
Fort Meyers, FL 33902-0398  
Email: [pfilla@leegov.com](mailto:pfilla@leegov.com)

#### GeoComm

Heather Hoskins, Chief Financial Officer  
1100 West St. Germain Street, Ste. 301  
St. Cloud, MN 56301  
E-mail: [hhoskins@geocomm.com](mailto:hhoskins@geocomm.com)

**Section 7 – Entire Agreement**

This Agreement and Exhibits contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

**Section 8 – Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

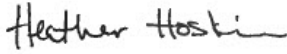
**Section 9 - Applicable Law**

If there is any dispute concerning this Agreement, the laws of the State of Florida will apply. Venue would be Lee County, Florida.

**Section 10 – Additional Information**

- GeoComm is compliant with E-Verify requirements.
- GeoComm agrees to Terms and Conditions for Rural and State Grant S22-23-04-36 as defined by Florida Department of Management Services. If any additional grant paperwork needs to be executed, please send requests to [hhoskins@geocomm.com](mailto:hhoskins@geocomm.com).

**Section 11 – Authorization of Both Parties**

GeoComm	
Signature	
Print Name	Heather Hoskins, Chief Financial Officer
Date	September 20, 2023

Customer	
Signature	
Print Name	
Purchase Order # (if required)	
Date	

## Exhibit A – Pricing for GeoComm Services & Software

This is a regional project; however, each county must approve and contract separately for the overall project related work. For the purposes of planning and contract initiation, each county needs to have completed paperwork to GeoComm before the deliverables of the Region 6 GIS data repository can be completed (i.e. on-site regional project initiation and workflow collaboration meeting, Region 6 merged GIS dataset). GIS data collection and quality control processing may occur as each county completes their paperwork with GeoComm. The below rates apply assuming full Regional 6 participation of all counties. The planned Region 6 GIS data repository project kickoff date will be determined once all counties have submitted their paperwork to GeoComm.

As part of the regional project, GeoComm will be on-site for a regional project initiation for up to two days, for two team members. For the GeoComm GIS Data Hub and services project, GeoComm will assign a primary point of contact to coordinate.

### GeoComm GIS Data Hub: Up to Daily Submissions

Non-Recurring Services Description	MSRP One-Time Price	GSA One-Time Price
Lee County; GeoComm GIS Data Hub Quality Control Processing and Merging Subscription (Daily Submissions) One-Time Services. (SIN 54151S Senior GIS Specialist Labor Category)	\$13,170.38	\$12,775.61
Project Initiation Kickoff Meeting (Project Manager and GIS Professional for two days on-site at a central location within the region); non-recurring	\$684.31	\$663.88
*Project Initiation Kickoff Meeting (One trip for Project Manager and GIS Professional for two days on-site at a central location within the region); non-recurring, one-time travel price	\$278.40	\$278.40
<b>Non-Recurring Services Total:</b>	<b>\$14,133.09</b>	<b>\$13,717.89</b>
<b>Adjustment</b>	NA	(\$471.28)
<b>Non-Recurring Services Adjusted Total</b>	<b>\$14,133.09</b>	<b>\$13,246.61</b>
Annual Recurring Services Description	MSRP Price	GSA Annual Price
Year One		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
<b>Year One Annual Subscription Total:</b>	<b>\$87,541.39</b>	<b>\$80,744.81</b>
Year Two		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00

<b>Year Two Annual Subscription Total:</b>	<b>\$87,541.39</b>	<b>\$80,744.81</b>
Year Three		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
<b>Year Three Annual Subscription Total:</b>	<b>\$87,541.39</b>	<b>\$80,744.81</b>
Year Four		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
<b>Year Four Annual Subscription Total:</b>	<b>\$87,541.39</b>	<b>\$80,744.81</b>
Year Five		
Lee County; GeoComm GIS Data Hub Quality Control Processing Subscription (Daily Submissions) (GSA PN: 2422-6)	\$15,293.08	\$13,289.89
Lee County; GeoComm GIS Data Hub Merging Subscription (Daily Submissions) (GSA PN: 2422-122)	\$26,596.66	\$23,113.26
*Map Package Creation	\$958.00	\$958.00
On-Going GIS Professional Services and Project Management Services (SIN 54151S Senior GIS Specialist Labor Category)	\$43,704.65	\$42,394.66
*GIS Professional In-State Travel (includes up to 12 on-site visits coordinated with on-sites to regional neighbors)	\$989.00	\$989.00
<b>Year Five Annual Subscription Total:</b>	<b>\$87,541.39</b>	<b>\$80,744.81</b>
<b>Annual Recurring Services Total:</b>	<b>\$437,706.95</b>	<b>\$403,724.05</b>
<b>Five Year Contract Total:</b>	<b>\$451,840.04</b>	<b>\$416,970.66</b>

Notes: Pricing does not include GIS data error resolution. Lee County is responsible for remedying errors found within the data. GeoComm may provide GIS data update services, for an additional fee.

If a County has a separate agreement with GeoComm for separate services/solutions that are being offered under this contract, when that County starts using the Services under this contract/future agreement, GeoComm will work with the County directly to do a change order with respect to the separate agreement GeoComm has directly with such PSAP/County so that the PSAP/County is not responsible for paying GeoComm for duplicate services/solutions.

Pricing is based on GSA contract GS-35F-0594S unless not applicable. Items not included on the GeoComm GSA contract are noted throughout this section with an asterisk (\*) and may be purchased as another direct cost on the GSA schedule. Travel is considered another direct cost on GSA contract GS-35F-0594S.

Pricing is subject to increases at the sole discretion of GeoComm annually as a result in changes in market conditions including the Consumer Price Index and inflation. Notice of price increase would be provided at least 180 days prior to the start of each contract year.

## Exhibit B – Scope of Work for GeoComm Services & Software

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GeoComm will complete the following phases for a timely completion of the Lee County/Region 6 project:

- Onboarding Kick-off
- Hub Configuration and Data Load
- Hub System and Process Training
- Go Live
- Data Submission, Analysis, and Merged Dataset Creation
- Ongoing Operational Support Services

*Based on contracted participation of counties within Region 6, GeoComm will combine meetings and complete the work in parallel.*

Throughout the onboarding, GeoComm will dedicate time to ongoing communication. By partnering with GeoComm you will know the status of your onboarding, that deliverables are being met, and have confidence your objectives are being carried out. GeoComm will provide regular status updates that will include:

- General progress updates
- Issues/problems encountered or anticipated
- Customer responsibilities

### Onboarding Kickoff

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A GeoComm team will be assigned to ensure timely completion of the Regional GIS Data Repository Project for Lee County within Region 6. The GeoComm team of GIS and 9-1-1 systems experts will be led by a Project Manager and supported by a GIS professional. An extended GIS professional services team will collaborate on the project as well to deliver the project components on time and within budget.

The team's first action will be to ensure they have an accurate understanding of the Region's project objectives. The team will communicate internally to understand the scope of work, project schedule, and individual responsibilities. This is an important step towards successful and timely project completion.

### Welcome Meeting

Shortly after contract execution, GeoComm will email a welcome packet containing an End User setup form. GeoComm will schedule a project initiation and GIS Data Management Workflow Collaboration meetings with the following objectives:

- Introductions and identification of project team members and roles
- Timeline and deliverable review
- Project approach review
- Project communication methods
- GIS Management and Workflow Collaboration meeting plans

### GIS Data Management Workflow Collaboration Meeting

GeoComm will conduct a GIS Data Management Workflow Collaboration meeting to document a GIS Data Hub GIS data workflow and Quality Control (QC) plan. This meeting should include representatives from the Region and local counties to ensure all requirements are met with the QC Plan and GIS data workflows/processes. Policies for regular GIS data submittal to GIS Data Hub will be established. A QC plan, including regular communication of QC results to the jurisdictions will be documented. The QC plan will detail quality control processes to be performed on GIS data submitted to GIS Data Hub.

The Project Initiation and GIS Data Management Workflow meetings will be led onsite by the A GIS Specialist and GeoComm project manager, supported with additional remote staff, if needed. The on-site meetings will occur during the same onsite trip and includes GeoComm two staff members being on-site for up to two days.

## **Hub Configuration and Data Load**

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Prior to your data being processed through Hub for ongoing GIS data QC reporting, the data must be configured for use in the application. Customer's GIS data will be loaded into the system and field mapped. Field mapping controls how fields from submitted GIS data are processed. The one-time field mapping process will allow submitting agencies to continue working in their existing data structure. In addition, the number and type of specific QC checks to be executed by Hub will be configured. After configuration is complete, Hub will be ready to begin receiving data submissions for ongoing data quality reporting. Merging will be configured for the regional data set based on participation of additional Region 6 counties.

## **Hub Systems and Process Training**

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### **Training Approach Overview**

A variety of education and training resources will be provided and available to the Region and Lee County to ensure the features and functionality of GIS Data Hub are used to their maximum potential. Empowering users and administrators alike to incorporate GIS Data Hub into NG9-1-1 GIS data management workflows will support streamlined NG9-1-1 GIS data maintenance tasks.

Training sessions will be a combination of on-site and remote opportunities which will be coordinated and scheduled in advance according to the project budget. In GeoComm's experience on other state and large-regional GIS Data Hub projects, web-based training courses are an effective medium to deliver the necessary training content, provide an environment which supports interactive learning, allowing for questions and answers.

In all training scenario cases, it is important to note training is intended for GIS Data Providers who will be responsible for managing data at the local level. It will ultimately be up to the Region and local counties to determine who will attend the training sessions. Generally, user roles will be defined by responsibilities around GIS data QC and maintenance. GeoComm will work with you to define these roles and establish the best participants for whichever training courses are selected.

GeoComm reviews and updates all training curricula and materials on a recurring and on an ad-hoc basis as new features and functionality are added to software applications. This means the training courses are focused on the most current products and services and are effective in ensuring system users and administrators understand the functionality.

### **GIS Data Hub Application and GIS Workflow Training**

GIS Data Hub training will ensure system users have complete understanding of system functionality. This will empower the user to leverage the system most effectively in their GIS environment. A portion of the training includes a hands-on component for all participants/roles. This is recommended to ensure attendees can navigate the systems, effectively leverage the tools, and voice questions which arise while navigating the systems.

GIS Data Hub training topics will include:

- GIS Data Hub overview, including user roles and responsibilities
- Access to Hub and GIS Data Hub Help
- GIS data upload
- QC settings and field mapping

- QC results notification receipt and download
- Accessing the QC summary report
- Workflow diagram review
- Review of QC process results
- Correcting reported errors
- Q&A

The web-based GIS Data Hub training will be recorded and provided to the Region for use as the Region sees fit. In addition, GeoComm offers refresher training tailored to the specific training needs of a client, for an additional fee, upon request.

During a web meeting, we will distribute and discuss the GIS Data Management workflows which were finalized after the GIS Data Management Workflow Collaboration meeting. The workflows will outline the flow of GIS data through the system.

Training will be deemed successful when course attendees are able to understand the system functionality taught during the course.

## **Go Live**

GIS Data Hub subscription begins once usernames and passwords are provided.

For the term of your active subscriptions:

- GIS Support is available by emailing [gis@geocomm.com](mailto:gis@geocomm.com) or calling 1.844.282.4507.
- Technical Support can be found: <https://www.geocomm.com/legal-supportterms/>.
- Software Terms of Use can be found: <https://www.geocomm.com/legal/>

## **Data Submission, Analysis, and Merged Dataset Creation**

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### **Initial Data Submission**

Following training, Lee County may begin uploading GIS data to GIS Data Hub. The required GIS datasets include:

- Road Centerlines
- Site/Structure Address Points
- PSAP service boundaries
- Fire, Police, EMS service boundaries
- Provisioning Boundary
- ALI (automatic location identification) database
- MSAG (master street address guide)

Note: The ALI database and MSAG can be provided at a later date if not readily available at the time of initial GIS data upload

### **Initial GIS Data Analysis**

Prior to local jurisdiction staff undertaking GIS data updates, a preliminary assessment of each jurisdiction's GIS data will be completed to identify data errors, omissions, and anomalies. After the data has been successfully set up in GIS Data Hub, it will be processed through the configured QC and validation checks, specific to the project QC plan requirements. A report outlining the results of each analysis, including a list of errors, will be generated and provided to each jurisdiction. A conference call will be scheduled and held

between GeoComm and local county stakeholders to discuss the findings in the report as well as the next steps in undertaking GIS data development and update tasks.

### **Jurisdiction GIS Data Updates**

Using the QC reports as a guide, local jurisdiction GIS staff will update GIS data, and where necessary, develop missing GIS data. GeoComm will be available to local jurisdictions during this phase as a knowledge resource to assist in the process as necessary. After the data has been developed and/or updated, it will undergo another round of validation and QC processing to ensure the data meets the QC plan requirements. A report outlining the results of the QC processing will be developed and delivered to the respective local jurisdiction with each cycle through GIS Data Hub.

The QC and validation checks may uncover edge matching issues with surrounding counties, it will be the responsibility of local jurisdictions to resolve these errors. GeoComm will assist the counties within the Region with identifying edge matching issues, recommending modifications, identifying which agency will resolve the discrepancy, and tracking action items.

### **QC Results Interpretation Support**

Through the project, local counties will have access to GeoComm's experienced team of GIS professionals and project manager to answer questions related to the QC results generated by GIS Data Hub. Our team is available to answer questions via email, over the phone and, as needed, to schedule web sessions to review individual local jurisdiction QC results and provide advice on how to efficiently resolve any errors. In addition, GeoComm's local GIS professional is available to travel onsite for face-to-face consultation and guidance where needed.

### **Merged Geodatabase Creation**

Once all counties in the region have completed contracting paperwork, GeoComm will configure the system to facilitate the creation of a uniform merged regional GIS dataset, automated schema and geodetic transformation procedures will be executed on the GIS data provided. These procedures will merge the GIS data from local county disparate datasets into a regional GIS dataset in the NENA NG9-1-1 GIS data model structure. GIS data that has critical errors will not proceed to the merging step until those critical errors are resolved. The merged regional GIS dataset will incorporate existing data from the local jurisdictions and be updated with each new county data submission to GIS Data Hub. GIS data submissions are unlimited to encourage users to frequently check their progress on error resolution.

After the GIS data has been merged, it will again be processed through configured QC checks to determine the quality of the merged dataset. Results will be reported back to the local jurisdictions and the Region. Local counties will again be responsible for resolving errors found within their respective datasets and working with neighboring jurisdictions to resolve overlaps, gaps, and edge matching errors.

### **Synchronization with the MSAG and ALI Database**

As part of every map data upload, GIS Data Hub will perform a comparison between the GIS data and the MSAG, and the GIS data and the ALI Database and report results back to local jurisdictions. The results will be a valuable resource for local jurisdictions in keeping their GIS data synchronized with the MSAG and ALI database, as well as a metric for measuring progress toward required synchronization levels. A new ALI and MSAG are not required for each upload. Comparisons will be completed on the most recent data, ALI, and MSAG submitted. If updates have been made to the MSAG and ALI, true synchronization percentages will only be known when the latest MSAG and ALI files are uploaded with those changes.

## Ongoing Operational Support Services

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Ongoing operational support services will include a variety of GIS and technical support delivered by GIS Data Hub, GeoComm's GIS professionals, and GeoComm's Technical Support team. For this project, GeoComm will assign a GIS professional based in Florida to assist the counties and the Region in project initiation, training, and on-going support. A description of the services is provided below.

### GIS Data Transformation, Merging, QC, and Reporting

GIS Data Hub will provide on-going GIS data transformation, merging, QC, and reporting which will result in the progressive improvement of the Region's NG9-1-1 GIS dataset. The ongoing services workflow will follow a similar workflow of that which will occur with the initial data upload, QC, and merging. As follows:

- Local counties upload GIS data updates to GIS Data Hub on an up-to-daily basis
- GIS data will undergo multiple configured QC checks
  - The QC checks will be executed prior to data updates being merged into the statewide GIS dataset
- Data quality reports will be delivered to each respective local jurisdiction.
- Local jurisdictions will correct the GIS data errors outlined in the data quality reports provided by GIS Data Hub and resubmit updated data back to the system
  - GeoComm may provide GIS data development services to resolve the errors if requested, for an additional fee.
- After the local county GIS data is evaluated with the QC checks, it is transformed and merged into a regional dataset in a format required by the NGCS service provider. (available once all counties are contracted for the Region 6 GIS project.
- After the merged data has passed QC checks, it can be made available for use by NGCS service providers and other systems as needed by the counties.

This process will result in a continuous feedback loop of GIS data updates from the local jurisdictions, GIS data performance measurements and reporting, data transformation, and aggregation.

GIS Data Hub includes pre-designed and configurable reports and dashboards. Reports and dashboards are role based, so local GIS offices and other stakeholders can see the information and data appropriate and most pertinent for their roles and responsibilities within the 9-1-1 enterprise.

The reports are viewable via a secure website and can be downloaded in .xlsx, .pdf, .csv, and other formats depending on the need for the report. Reports can also be scheduled to be generated automatically and delivered based on time/date or upon certain processing criteria (such as the conclusion of a job process) to the user as part of the detailed results sent via an email link.

In addition, GeoComm will provide and maintain a dashboard accessible by all regional stakeholders that will show a visual representation of overall data submissions, county boundary gaps and overlaps, number of discrepancies, or other available data as required by the Region to support collaboration and planning.

### GIS Data Hub Application Support

GeoComm will provide ongoing support of GIS Data Hub by monitoring the environment GIS Data Hub is hosted in and updating product versions with adequate notice.

The Region and jurisdictions will have access to GeoComm's technical support team for assistance with questions or issues which are non-GIS related based on the Technical Support. Visit [www.geocomm/legal](http://www.geocomm/legal) for more information.

GIS Data Hub is equipped with on-line web-helps, which can be accessed from directly within the application. With the easy-to-use search feature, answers are quickly found rather than thumbing through countless pages in a paper manual.

Another benefit of the on-screen help guide is the information within is always up to date. With each service pack or system release, the on-screen help information is updated as part of the release, eliminating out-of-date paper manuals.

## **Exhibit C – Customer Responsibilities for GeoComm Services & Software**

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We believe our clients play a critical role so that the GeoComm software can be fully utilized by the client as quickly as possible.

### **Customer General Project Responsibilities**

It is requested that the following general project support be provided:

- Assist in coordinating and attend periodic conference calls
- Provide pertinent project information and documentation
- Assist in ongoing QC
- Provide a single point-of-contact
- Assign appropriate staff to attend the training courses provided
- Have standard IT procedures in place including disaster recovery, system backups, etc.
- Keep and maintain backup copies of current map data files
- Provide Internet connection for remote training participants
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources)

## Exhibit D – GeoComm Authorized User Terms of Use

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These Software Terms of Use ("**Terms of Use**") govern your use of the Geo-Comm, Inc. software identified in the relevant statement of work, Master Agreement or otherwise provide to you by Geo-Comm, Inc. (the "**Software**"), including all user manuals, technical manuals, and any other materials provided by Licensor, in printed, electronic, or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the applicable master agreement (the "**Master Agreement**") between Geo-Comm, Inc. ("**Licensor**") and your employer or other person or entity who owns or otherwise lawfully controls the computer on which the Software is accessed or installed ("**Licensee**").

BY LOGGING IN YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY LICENSEE TO ACCESS AND USE THE SOFTWARE; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CHECK THE "ACCEPT" BOX AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

**1. License Grant.** Subject to your strict compliance with these Terms of Use, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software solely in accordance with the Documentation, as installed on, or accessed by, the equipment provided by Licensee and for Licensee's internal business purposes. The foregoing licensee will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement between Licensor and Licensee; or
- (b) your ceasing to be authorized by Licensee to use the Software for any or no reason.

Licensee may make certain Software or a new feature or functionality available on an evaluation or beta basis ("**Evaluation Offering**"). Each Evaluation Offering is made available and provided "AS IS" without any obligation of continuing service, update, support or warranty of any kind or nature. You agree to only use an Evaluation Offering for evaluation purposes during the evaluation period set by Licensor. Licensor may terminate, suspend or cancel any Evaluation Offering at any time and without notice.

**2. Use Restrictions.** You shall not, directly or indirectly:

- (a) use the Software or Documentation except as set forth in Section 1;
- (b) copy the Software or Documentation, in whole or in part;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
- (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Software or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (h) use the Software or Documentation in violation of any law, regulation, or rule;
- (i) use the Software or Documentation in violation of the Master Agreement; or
- (j) use the Software or Documentation for purposes of competitive analysis of the Software, the

development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

**3. Third-Party Materials.** The Software includes software, content, data, APIs or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to you on licensee terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Products**"). A list of all Third Party Products included in the Software and provided under Third-Party Licenses can be found at [www.geo-comm.com/legal](http://www.geo-comm.com/legal), and the applicable licenses for Third-Party Products are accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Products license terms. Any breach by you or Licensee is also a breach of this Agreement. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not use the Software. Licensor expressly disclaims any liability or responsibility for Third-Party Products, including, without limitation, the reliability of information accessed through such Third-Party Products and all such Third-Party Products are provided AS-IS/WHERE-IS with ALL FAULTS.

**4. Collection and Use of Information.**

- (a) Licensor may, directly or indirectly through the services of others, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, by means of providing maintenance and support services.
- (b) You agree that the Licensor may use such information for any purpose related to any use of the Software by you, including but not limited to: (i) improving the performance of the Software or developing updates; and verifying compliance with the terms of this Agreement and enforcing Licensor's rights, including all intellectual property rights in and to the Software.
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