AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Softwa

Action Requested:

Parties to the Agreement: Spacialist, Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Spacialist Software as a Service Agreement

Fiscal Impact: $40,000 over 5 years ($8,000/year).ln

Submitted by: Laura Seymour for Kristy McFarland **Submitter's Email Address:** lseymour@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Per discussion and follow-up with Kristy, the payment made to Harris for the Matix software in 2016 is being credited to our account in the amount of $7,125.47. She can cover the additional $874.53 from savings in other budget line items for 2016. This software replaces the Matix product. Moving forward, after first 5 years, will be a cost savings compared to Matix. 7/9/16 ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/9/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 7/13/2016 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/10/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 8/16/2016

Revised April 2015

Software License Agreement

Gunnison Co, CO

Spatialest Inc.

101 North Woodland Blvd
DeLand FL 32720

info@spatialest.com
www.spatialest.com

US: 617 418 4531
Intl: +44 2870 342235
UK: 02870 342235

SPATIALEST
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Annual Subscription Agreement (the "Agreement"), effective the 1st of July, 2016 (the "Effective Date"), is made by and between Spatialest Ltd. with its principal place of business at 101 N.Woodland Blvd, DeLand Fl 32720 ("Spatialest"), and **Gunnison County Assessor, 221 N Wisconsin, Suite A, Gunnison, CO, 81230** ("Customer"). Spatialest and Customer shall herein be referred to each as a "Party" and collectively as the "Parties". In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Affiliates means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 Confidential Information has the meaning ascribed to it in Section 4.1.

1.3 Content means text, images, documents, materials, and all other forms of data or communication.

1.4 Customer Content means all Content made available by Customer or its Users to Spatialest for use in connection with the Services or generated by Customer via use of the Services.

1.5 Documentation means the documentation for the Subscription Service generally supplied by Spatialest to assist its customers in the use of the Subscription Service, including user and system administrator guides and manuals and other written materials.

1.6 Losses has the meaning ascribed to it in Section 9.1.

1.7 Representatives has the meaning ascribed to it in Section 4.1.

1.8 Sales Order means each Spatialest ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Subscription Service ordered by Customer from Spatialest, sets forth the prices for the Subscription Service and contains other applicable terms and conditions. The initial Sales Order entered into by the Parties is attached hereto as Exhibit A and does not need signed.

1.9 Services means both the Subscription Service and any related services provided by Spatialest pursuant to this Agreement.

1.10 SOW means a Statement of Work referencing this Agreement signed by duly authorized representatives of both Parties from time to time that sets forth Professional Services to be provided by Spatialest and certain other terms related thereto that are agreed between the Parties. The Parties acknowledge that for small Professional Services engagements, the Sales Order may serve as the SOW. The initial SOW entered into by the

parties is attached hereto as Exhibit B as appropriate and does not need signed.

1.11 Spatialest Content means all Content made available by Spatialest to Customer in connection with Customer's use of the Subscription Service.

1.12 Subscription Service means Spatialest's proprietary web based software programs described on the applicable Sales Order.

1.13 Users mean individuals who are authorized by Customer to use the Services. Users consist of any employee of Customer or its Affiliates and any independent contractor of Customer or its Affiliates.

2. SERVICES

2.1 Services. Spatialest shall provide Customer with the specific Services specified on a Sales Schedule. The initial Sales Order entered into by the Parties is attached hereto as Exhibit A and such initial Sales Order need not be separately signed by the Parties. Any conflict between the terms and conditions set forth in this Agreement and any Sales Order shall be resolved in favor of this Agreement unless such Sales Order expressly references the conflicting provision in this Agreement that it is intended to control and states that it is to control. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Spatialest regarding future functionality or features.

2.2 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Sales Order, Spatialest hereby grants to Customer, solely during the term of the applicable Sales Order, a non-exclusive, non-transferable (except as set forth in Section 10.2) license to access and use the Subscription Service solely for Customer's internal business purposes. This license is restricted to use by Customer and its Users and does not include the right to use the Subscription Service on behalf of any third party. Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Subscription Service.

3. FEES; PAYMENT TERMS

3.1 Fees. Customer agrees to pay Spatialest for Services provided and expenses incurred on the basis and at the rates specified in each Sales Order or SOW. Unless otherwise set forth on the Sales Order or SOW, payment shall be due within thirty (30) days after receipt of Spatialest's invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one percent (1%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying the applicable fees, Customer shall also pay all pre-approved reasonable travel and out-of-pocket expenses incurred by Spatialest in connection with any Services rendered.

3.2 Disputed Charges. If Customer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the Parties, Customer shall pay the amounts due under this Agreement less the disputed amount, and the Parties shall diligently proceed to resolve such disputed amount. An

amount will be considered disputed in good faith if (i) Customer delivers a written statement to Spatialest on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Customer, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from Customer that are not in dispute have been paid as and when required under this Agreement.

3.3 Taxes. Fees are exclusive of taxes. Customer shall be responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered hereunder, except for taxes related to the net income of Spatialest and any taxes or obligations imposed upon Spatialest under federal, state and local wage laws.

4. CONFIDENTIALITY

4.1 Confidential Information. During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and Customer further agrees that it shall not use the Services for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the Services and will not publicly post any analysis or reviews of the Services without Spatialest's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

4.2 Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving

Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 Should a court action be initiated against County pursuant to Article 72 of the Colorado Revised Statutes for alleged breach of the Colorado Open Records Act ("CORA") as a result of compliance with any non-disclosure requirements under this Agreement, Spatialest shall indemnify County for reasonable costs, expenses, fees or penalties associated with such court action.

4.4 Injunctive Relief. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

5. LIMITED WARRANTY

5.1 Subscription Service Warranty. Spatialest warrants that during the term of any Sales Order for the Subscription Service, the Subscription Service will conform, in all material respects, with its Documentation. Spatialest does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Spatialest makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Spatialest will, at no additional cost to Customer, provide remedial services necessary to enable the Subscription Service to conform to the warranty. Customer will provide Spatialest with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty. Such warranty shall only apply if the Subscription Service has been utilized by Customer in accordance with the Sales Order and this Agreement.

5.2 No Other Warranty. SPATIALEST DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SPATIALEST. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR

NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6. LIMITATION OF LIABILITY.

6.1 Consequential Damage Waiver. Except as may arise out of either Party's breach of Section 4, neither Party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including lost profits and costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

6.2 Limitation of Liability. The total cumulative liability of Spatialest to Customer for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the Services fees paid by Customer to Spatialest under the Sales Order for the Services which form the subject of the claim during the six (6) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Sales Order reflects this allocation of risk and the limitation of liability specified herein.

7. TERM

7.1 Term. This Agreement will commence on the Effective Date as set forth above and will continue in effect until otherwise terminated in accordance with Section 7.2 below. The term of each Sales Order for the Subscription Service shall be set forth on the Sales Order. Spatialest reserves the right to change the rates, applicable charges and usage policies and to introduce new charges, for such Sales Order upon providing Customer written notice thereof (which notice may be provided by e-mail) at least 60 days prior to the then current renewal date of the Sales Order.

7.2 Termination. Notwithstanding the foregoing, either Party may terminate this Agreement or any Sales Order (i) immediately in the event of a material breach of this Agreement or any such Sales Order by the other Party that is not cured within thirty (30) days of written notice thereof from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of a Sales Order shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Sales Orders. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Sales Orders then currently in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Sales Order and SOW.

7.3 Effect of Termination. Upon any termination or expiration of this Agreement or any applicable Sales Order, Spatialest shall no longer provide the applicable Services to Customer and Customer shall cease and cause its Users to cease using the Services.

Customer shall pay Spatialest for all fees that had accrued prior to the termination date. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party in its possession. Within thirty (30) days following termination, Customer may retrieve Customer Data in accordance with established and reasonable system access procedures. After such period, Spatialest will have no further obligation to store and/or make available Customer Data and may delete the same.

8. OWNERSHIP; USE OF CONTENT; OBLIGATIONS

8.1 Customer Content. Customer retains ownership of all right, title and interest in and to all Customer Content. During the term of this Agreement, Customer hereby grants to Spatialest a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.2), royalty-free right to use, display, transmit, and distribute the Customer Content solely as necessary to provide the Subscription Service to Customer. Upon termination of the Subscription Service, Spatialest shall make such Customer Content available to Customer in a mutually agreed upon format. Notwithstanding the foregoing, Customer acknowledges and agrees that Spatialest shall have the right to copy, use, distribute, and display any information, analysis, statistics and other data generated by the Subscription Service (or derived from Customer's use of the Subscription Service), including compilation of aggregated statistics about the Subscription Service; provided, however, that Spatialest shall not publicly disclose or distribute any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with Customer or any of its Users.

8.2 Subscription Service and Spatialest Data. Customer acknowledges and agrees that as between Spatialest and Customer, all right, title and interest in and to the Subscription Service and all derivatives thereof (including any and all patents, copyrights, trade secret rights, trademarks, trade names and other proprietary rights embodied therein or associated therewith) are and shall remain Spatialest's or its licensors', and Spatialest in no way conveys any right or interest in the Subscription Service other than a limited license to use it in accordance herewith. Spatialest also retains ownership of all right, title and interest in and to all Spatialest Data. During the term of this Agreement, Spatialest grants to Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 10.2), royalty-free right to use, display, transmit, and distribute the Spatialest Data solely in connection with Customer's permitted use of the Subscription Service.

8.3 Customer Obligations. Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Unauthorized use, resale or commercial exploitation of the Subscription Service in any way is expressly prohibited. Without Spatialest's express prior written consent in each instance, Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service or access the Subscription Service in order to build a competitive

product or service or copy any ideas, features, functions or graphics of the Subscription Service. Except as expressly permitted in this Agreement, Customer shall not copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Subscription Service to any third-party. Customer shall be liable for any breach of this Agreement by any of its Users. In addition to Spatialest's other remedies hereunder, Spatialest reserves the right upon notice to Customer to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement. Customer is solely responsible for all Customer Content. Spatialest does not guarantee the accuracy, integrity or quality of such Customer Content. Neither Customer nor its Users shall use the Subscription Service to: (a) send, upload or otherwise transmit any Customer Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Content that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; or (e) violate any applicable law or regulation.

9. INDEMNIFICATION

9.1 Spatialest Indemnification. Subject to Section 9.3 below, Spatialest will indemnify, defend and hold Customer and its Affiliates harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer or any of its Affiliates alleging that the use of the Services as permitted hereunder infringes any United States patent, copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) use of the Services after Spatialest notifies Customer to discontinue use because of an infringement claim, (c) any claim relating to any third party products or services or Customer Content, (d) modifications to the Services made other than by Spatialest (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Services with software or equipment which was not provided by Spatialest, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by Spatialest with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement. If the Services are held to infringe, Spatialest will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Services with non-infringing Services without material loss of functionality; or (c) if (a)

and (b) are not commercially feasible, terminate the Agreement or the applicable Sales Order or SOW and refund to the Customer any prepaid unused fees paid to Spatialest for the infringing Services. The rights and remedies granted Customer under this Section 9.1 state Spatialest's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

9.2 Indemnification Procedure. The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

10. GENERAL PROVISIONS

10.1 Entire Agreement and Controlling Documents. This Agreement, including all Exhibits hereto and all Sales Orders and SOWs, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Sales Order or SOW and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Sales Order or SOW. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by Customer shall be of no force or effect, even if the order is accepted by Spatialest. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

10.2 Assignment. This Agreement shall be binding upon and for the benefit of Spatialest, Customer and their permitted successors and assigns. Either Party may assign this Agreement and all Sales Orders without consent of the other Party to an Affiliate of such party or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or business to which this Agreement relates provided that it gives the other Party prompt written notice of such assignment and the assignee is or otherwise agrees in writing to be bound by the terms and conditions of this Agreement. Except as expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Spatialest may use independent contractors or subcontractors

to assist in the delivery of Services; provided, however, that Spatialest shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA without regard to its conflict of law provisions.

10.4 Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

10.5 Relationship of the Parties. Spatialest and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

10.6 Publicity. Neither party will use, publicize, or issue any press release which includes the name, trademarks, or other proprietary identifying symbol of the other party without the prior written consent of the other party; provided, that Spatialest may include Customer's name and logo on lists of selected Customers.

10.7 Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

10.8 Certification and Audit. At Spatialest's written request and no more than once every twelve (12) months, Customer shall provide Spatialest with a signed certification verifying that the Subscription Service is being used pursuant to the provisions of this Agreement. Spatialest may perform an audit of Customer's use of the Subscription Service and Customer's compliance with the provisions of this Agreement. Any such audit shall be made at Spatialest's expense and shall occur during the Customer's normal business hours and no more than once per six month period.

10.9 Modifications to Subscription Service. Spatialest may make modifications to the Subscription Service or particular components of the Subscription Service from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Service.

10.10 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the

Party set forth on the applicable Sales Order. Either Party may change its address by giving written notice of such change to the other Party.

10.11 No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

10.12 Counterpart and Facsimile Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

10.13 Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

Spatialest and Customer have caused this Agreement to be executed as a document under seal by their duly authorized representatives as of the Effective Date.

Spatialest Inc.	Gunnison County, CO
By:	By:
Name: Ashley Moore	Name:
Title: CEO	Title:

Spatialest License and Services Sales Order

Gunnison County, CO

Spatialest Inc.

101 North Woodland Blvd
DeLand FL32720

info@spatialest.com
www.spatialest.com

US: 617 418 4531
Intl: +44 2870 343204
UK: 02870 343204

Sales Order No.1 **Date: July 1, 2016**

A. Product Description

Item	Description
1.	**Spatialest®** Spatialest uses comparable sales information, property characteristics, and location to produce estimates of value. It combines statistical analysis within the power of a map interface enabling both novice and advanced users to generate high quality accurate appraisal analysis.

B. License Fees

Item	Description	Cost ($)
1.	Spatialest® Site License Fee	$20,000

C. Support & Maintenance

Item	Description	Cost ($)
1.	Annual Support & Maintenance ***Prorated for 6 months in 2016: 7/1/16 to 12/31/16 to $2,000	$4,000

D. Services

Item	Description	Cost ($)
1.	Client has agreed to forego typical training seminar. Training will still be offered as the client needs. This will be provided at the consultancy rates listed below at the request of the client.	N/A

E. Optional Services Fees

Item	Description	Cost ($)
1.	Additional On-site consultancy per day	1,500
2.	Additional Off-site Consultancy per day	1,000

F. Total Costs

Item	Description	Cost ($)
1.	Year 1	$8,000
2.	Subsequent years (2 – 5)	$8,000

G. Payment

Item	Description
1.	The License fee for Year One of $20,000 will be paid in 5 annual installments of $4,000 and is due April 1st. The full annual Support and Maintenance fee of $4,000 is due April 1st and will recur annually thereafter.
2.	All travel and expenses incurred in the US are billed at cost

H. Term

Item	Description
1.	The Initial Term of this Sales Order commences on _____ and continues in effect for a period of one (1) year. Upon expiration of the Initial Term, this Sales Order shall automatically renew for successive periods of twelve (12) months each (each a "Renewal Term"), unless either Party provides written notice to the other Party of its intent not to renew at least thirty (30) days prior to expiration of the Initial Term or any then current Renewal Term.

I. License Term

Item	Description
1.	Perpetual License

J. Additional Restrictions

Item	Description
1.	License is multiple seat single site only

Spatialest and Customer have caused this Sales Order to be executed as a document under seal by their duly authorized representatives as of _____.

Spatialest Inc.

By:_____ By:_____

Name: Ashley Moore Name:

Title: CEO Title: