

**VERTIGIS NA Use Only:**

Cust. Name _____
Cust. # _____
P.O. # _____

VertiGIS North America Ltd., 300 – 1117 Wharf Street, Victoria, BC Canada V8W 1T7 • Tel: (250) 381-8130 • Fax: (250) 381-8132

HOSTING AGREEMENT

VERTIGIS NA Contract Number: 2022-06-711

This Hosting Agreement ("Agreement") is between the client printed below ("Client") and VertiGIS North America Ltd. ("VertiGIS NA") dba Latitude Geographics, each a "Party" and collectively the "Parties" herein.

This Agreement, Product Order, and any Exhibits constitute the sole and entire agreement between the Parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the Parties relating to such subject matter, and any terms on Client's purchase order. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each Party.

The Parties hereto have caused this Agreement to be executed and effective as of the last date written below.

Oklahoma County
(Client)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

VERTIGIS NORTH AMERICA LTD.
(VERTIGIS NA)

By: [Signature]
Authorized Signature

Printed Name: Stephanie Payne

Title: VP, Operations

Date: June 15/22.

Client Contact Information

Contact: Mike Morrison

Address: 320 Robert S. Kerr #313

Oklahoma City

OK 73102

Country: _____

Telephone: (405) 713-7148

Fax: _____

E-mail: micmor@oklahomacounty.org

1. Definitions

"Authorized User" means a single individual who is authorized to be a user of the Service.

"Data" all data, records, files, input materials, reports, forms, and/or other such items that are received, stored, and/or transmitted using the Hosting Services.

"Effective Date" means the date that Client accepts the terms and conditions of this Agreement.

"Hosting Services" means the services and computing systems required to deploy Client's web based mapping system.

"Hosting Start Date" means the date that Hosting Services shall commence as set out in the Product Order.

"Product Order or Quote or Hosting Proposal" means VERTIGIS NA's ordering document(s) specifying the Hosting Services to be provided hereunder, accepted by Client, and attached as Schedule A to this Agreement.

Intentionally deleted.

"Software" means the actual copy of all or any portion of VERTIGIS NA's proprietary and sublicensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies

2. In-Scope Hosting Services

2.1 Under the terms of this Agreement, Client will provide the Data and any custom software required for deployment of Client's web based mapping site(s). VERTIGIS NA will provide the Hosting Services.

2.2 Starting on the Hosting Start Date as defined in the Product Order(s), VERTIGIS NA shall deploy the Client's ArcGIS Online-based or ArcGIS Server-based Internet application(s). This package includes:

- i. An amount of data transfer per month as defined by the Product Order(s)
- ii. An amount of server capacity as defined by the Product Order(s)
- iii. Disaster recovery and data backup as defined by the Product Order(s)
- iv. Security and authentication provision, as defined in the Product Order(s)
- v. Commercially reasonable uptime with 24/7 x 365 service response. Although VERTIGIS NA takes measures to maximize uptime, VERTIGIS NA cannot completely prevent failures in third-party software and/or hardware products.
- vi. Regular maintenance & patching of Windows and related software
- vii. Technical troubleshooting relating to Microsoft Windows Server, Microsoft IIS, Network Firewall(s), ArcGIS Server, or Microsoft SQL specific to the performance of the clients application

2.3 Pricing has been determined based on traffic expectations and dataset size. If the Client exceeds allocated monthly traffic, VERTIGIS NA reserves the right to charge for additional bandwidth and additional server capacity upon prior written notice.

3. Out-of-Scope and Hosting Services Exclusions

3.1 Out-of-scope services are considered to be Hosting Services beyond those related to the ongoing deployment of a web based mapping application experiencing anticipated traffic levels.

3.2 The following is a partial list of Hosting Services considered out-of-scope of this Agreement:

- i. application development services and preparation for deployment
- ii. non-mandatory upgrades to new Geocortex software versions/features, should customer-specific services be required
- iii. new dataset integration or repairs, including system troubleshooting related to Client-provided datasets
- iv. troubleshooting or repairs to the data or application(s) stemming from changes made by parties other than VERTIGIS NA
- v. response to Client-specific security issues and Client-specific denial-of-service attacks
- vi. updates to datasets or custom software application components
- vii. end user training and technical support

3.3 If, as part of this Agreement, the Client requires ongoing deployment of Client-developed software products and other third-party components that are not part of VERTIGIS NA's regular Geocortex Hosting Services, VERTIGIS NA shall not be liable for the performance and reliability of these components or any impact they may have on the in-scope services, including site up-time.

3.4 VERTIGIS NA reserves the right to temporarily suspend service if improperly functioning Client Data or custom application components appear to be compromising the performance or reliability of the VERTIGIS NA web-GIS architecture.

4. Intellectual Property Rights and Reservation of Ownership

- 4.1 Client agrees that VERTIGIS NA owns all intellectual property rights in and to the Software. Client will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. Client further agrees not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Software or Hosting Services available to any third-party for such third-party's benefit. VERTIGIS NA reserves all rights in the Software and the Hosting Services not expressly granted to Client hereunder.
- 4.2 VERTIGIS NA agrees that VERTIGIS NA acquires no right, title, or interest under this Agreement in or to Client's Data relating to Client's use of the Hosting Services.

5. Compliance with Software Licenses

Client warrants that, to its knowledge, all software, hardware, and data provided to VERTIGIS NA for use in the production of materials pursuant to this Agreement are in compliance with appropriate licensing agreements provided by the vendors of such hardware, software or data. Any liability arising out of a violation of such licensing agreements is the sole responsibility of Client.

VERTIGIS NA's Responsibilities

VERTIGIS NA will (a) make the Hosting Services available to Client in accordance with this Agreement; (b) provide technical troubleshooting in accordance with Sections 2 and 3 of this Agreement (c) use commercially reasonable efforts to make the Hosting Services available 24 hours a day, 7 days a week, except for (i) scheduled downtime of which Client will be given prior notice, and using commercially reasonable efforts to schedule maintenance nights and weekends Pacific Time; or (ii) a Force Majeure event.

6. Client's Responsibilities

- 6.1 Client agree to be fully responsible and liable for all acts, errors, and omissions in Client's use of the Hosting Services by Authorized Users and their compliance with the terms of this Agreement. Client agrees to notify VERTIGIS NA if Client is aware of any unauthorized use of the Hosting Services by Authorized Users, or by persons who are not Authorized Users who use any user names, passwords, or other credentials of Authorized Users.
- 6.2 Client warrants and agrees not to:
- i. Disclose, copy, share, transfer, or allow access, directly or indirectly, to the Software or Hosting Services
 - ii. Sublet or otherwise allocate server space or bandwidth to any other individual or organization;
 - iii. Use the Hosting Services to send or otherwise make available any viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage another's data, computer or property;

- iv. Use the Hosting Services to store any data or content prohibited by applicable laws; and
 - v. To pay all invoices in accordance with the payment terms on the Product Order, and to negotiate in good faith any disputed invoice(s).
- 6.3 Client will comply with all applicable export and import control laws and regulations in its use of the Software and Hosting Services, and in particular, Client will not utilize the Hosting Services to export or re-export data or software without all required United State and/or foreign government licenses. Client represents and warrants that Client is not on the United States Department of Treasury Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and is not otherwise a person to whom VERTIGIS NA is legally prohibited to provide the Hosting Services.

7. Term and Termination

- 7.1 The Hosting Services commences on the Hosting Start Date and shall continue in effect until (i) the expiration of the term; or (ii) either Party terminates this Agreement for a material breach that is not cured within thirty (30) days prior written notice to the other Party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination, Client shall cease to access and use the Hosting Services.
- 7.2 In the event of termination by VERTIGIS NA, Client will pay any unpaid fees due up to the date of termination.
- 7.3 In the event of termination by Client for a material breach by VERTIGIS NA, VERTIGIS NA will refund to Client any prepaid fees covering the remainder of the term after the effective date of termination.
- 7.4 In the event of termination of this Agreement or if Client does not intend to renew the Hosting Services and upon thirty (30) days' prior written request, VERTIGIS NA will make the Data available for export or download as long as Client's subscription is fully paid up to the effective date of termination. VERTIGIS NA shall have no obligation to maintain or provide the Data beyond thirty (30) days after termination, and VERTIGIS NA will delete all the Data, unless legally prohibited from doing so.
- 7.5 Prior to the end of the term, VERTIGIS NA may provide Client with a quotation for Hosting Services and a proposed hosting agreement.
- 7.6 Client will provide sixty (60) days' prior written notice of Client's intent to renew or not to renew the Hosting Services.

8. Limitation of Liability and Disclaimers

- 8.1 Client's use of the Hosting Services is at Client's sole risk. THE HOSTING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

8.2 Client understands that VERTIGIS NA may use third-party vendors and hosting providers to provide the necessary hardware, software, networking, storage, and related technology required to run the Hosting Services.

8.3 **Internet and Hosting Disclaimer**—BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (3) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICE. BOTH PARTIES DISCLAIM ALL LIABILITY FOR ANY HARM OR DAMAGES, INCLUDING BUT NOT LIMITED TO SERVICE LEVEL INTERRUPTIONS OR LOSS OF DATA, CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS.

8.4 **API Disclaimer**—THE SOFTWARE AND HOSTING SERVICES MAY ACCESS ONE OR MORE APPLICATION PROGRAMMING INTERFACES ("APIS"). THE APIS ARE ON AN "AS-IS" BASIS, WITHOUT WARRANTY OR SUPPORT OF ANY KIND, EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT'S USE OF THE APIS IS AT CLIENT'S OWN RISK, AND THAT THE APIS MAY BE REMOVED AT ANY TIME FROM THE HOSTING SERVICES WITHOUT NOTICE TO CLIENT.

i. Intentionally deleted.

ii. Intentionally deleted.

8.5 **General Disclaimer**— EXCEPT FOR THE HOSTING SERVICES SET OUT IN THE ATTACHED HOSTING PROPOSAL, INCLUDING THE VERTIGIS NA CLOUD HOSTING OVERVIEW, VERTIGIS NA DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. VERTIGIS NA DOES NOT WARRANT THAT THE SOFTWARE, HOSTING SERVICES, OR DOCUMENTATION WILL MEET CLIENT'S NEEDS, OR THAT CLIENT'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

8.6 **Disclaimer of Certain Types of Liability**—VERTIGIS NA SHALL NOT BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR HOSTING SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR HOSTING SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT VERTIGIS NA HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 8.7 **General Limitation of Liability**—VERTIGIS NA'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID TO VERTIGIS NA BY CLIENT FOR THE HOSTING SERVICES PURSUANT TO THIS AGREEMENT.

9. Force Majeure

If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber-attack, or other violence; Internet service provider, third-party or hosting partner failure or delay; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, the affected Party shall be excused from such performance to the extent of such prevention, restriction, or interference.

10. Intentionally deleted.

11. General Provisions

- 11.1 **Successor and Assigns.** Client shall not copy, assign, sublicense, sublease, redistribute, or transfer Client's rights or the rights of a contractor or third-party or delegate its obligations under this Agreement without VERTIGIS NA's prior written consent, and any attempt to do so without VERTIGIS NA's prior and written consent shall be void. VERTIGIS NA may only assign its rights and obligations under this Agreement to a third-party in connection with a merger, consolidation, sale of all or substantially all of VERTIGIS NA's assets or other corporate reorganization with Client's express written approval which will not be unreasonably withheld. This Agreement shall be binding upon the respective successors and assigns of the Parties to this Agreement. If Client does not agree to the assignment of this Agreement, this Agreement shall immediately terminate in accordance with Section 7.2 of this Agreement.

- 11.2 **No Waiver.** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving Party to enforce any of the provisions of the Agreement at a later time.

- 11.3 Intentionally deleted.

- 11.4 Intentionally deleted.

11.5 **Severability.** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

11.6 **Notices.** Any notices will be effective if personally served upon the other Party or if couriered to the addresses set out in the Agreement. Notice may also be given by facsimile or email with the original to follow by regular mail. Notice will be deemed to be given three days following the date couriered, or immediately if personally served. For service by facsimile or email, service will be effective at the beginning of the next working day. Notice shall be given from one Party to the other at the following address:

VertiGIS North America Ltd.

300 – 1117 Wharf Street
Victoria, British Columbia
Canada V8W 1T7
Facsimile: 250-381-8132
E-mail: customerservice@latitudegeo.com

Oklahoma County Assessor

#313 – 320 Robert S. Kerr
Oklahoma City, OK
USA 73102
Facsimile: 405-713-1491
E-mail: micmor@oklahomacounty.org

11.7 **Headers.** Headers are for convenience only and are not to be used in the interpretation of this Agreement.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Schedule A

Hosting Proposal

Verti**GIS** Studio™

Oklahoma County Assessor

Hosting Proposal

March 04, 2022

From:

VertiGIS North America Ltd.
300 - 1117 Wharf Street
Victoria, BC V8W 1T7
Canada

Contact:

Scott Stafford-Veale
Email: scott.stafford-veale@vertigis.com
Tel: +1 250-381-8130

Legal

Trademarks

Geocortex, *VertiGIS Studio*, and *VertiGIS* are registered trademarks of VertiGIS North America Ltd. in the United States and Canada. *Essentials* is a registered trademark of VertiGIS North America Ltd. in the United States. Other companies and products mentioned are trademarks or registered trademarks of their respective owners. Trademarks provided under license from Esri.

Acceptance of Terms & Conditions

Oklahoma County Assessor acknowledges that it has reviewed the process, terms, conditions, and reserved rights contained in this proposal and has voluntarily chosen to participate in this proposal subject to those procedures, terms, conditions, and reserved rights.

This proposal is valid for **60** calendar days from the date of delivery.

All services and deliverables are subject to the terms and conditions of this proposal and shall supersede any conflicting terms in the client's purchase order.

All VertiGIS Studio software included in this proposal are subject to the Licensing Terms of Use at www.vertigisstudio.com/legal.

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Document Control Sheet

Version History

Version	Date	Changed by:	Nature of Amendment
1.0	March 04, 2022	Joshua Zapf	Initial version
1.1	June 02, 2022	Joshua Zapf	Edit to Legal page, Hosting Overview, and addition of updated Professional Service Rates.

Approvals

Name: Stephanie Payne

Position: VP, Operations

Signature: [Signature]

Date: June 15/22.

Name:

Position:

Signature:

Date:

Overview

Oklahoma County Assessor is an existing licensee and a customer of VertiGIS' cloud hosting services. This proposal outlines the assumptions and costs associated with a renewal of the cloud hosting contract.

- The current release version of Geocortex Essentials will be used in the AWS environment;
- No automated data update provisions are available. Data updates will be via a process that is to be defined, but will likely involve replacement of the file geodatabase. Data updates are out of scope of this proposal;
- Oklahoma County Assessor will provide the necessary licensing for ArcGIS Server.
- Oklahoma County Assessor will not install any third-party software without express consent from VertiGIS.
- Oklahoma County Assessor will have administrative access to allow for regular data updates.

Professional Services Rates

The table below provides the rates for services offered by VertiGIS' Professional Services team.

Item	Hourly Rate
Application Development and Services	\$220.00
Project Management	\$220.00
Business Analysis	\$220.00
User-Experience / Graphic Design	\$240.00
Senior Consultant	\$250.00
Product Development	\$290.00

Cloud Hosting Overview

Business Hours

VertiGIS' Hosting infrastructure support services are available by email during VertiGIS' regular business hours of 8:30AM-5:00PM Pacific Time Monday-Friday, excluding public holidays.

Hosting Support Channels

Email

- For all non-critical issues, send an email to hosting-ca@vertigis.com.
- For complete service loss, send an email to alerts-ca@vertigis.com. A technician will automatically be alerted when an email to this address is received.

Service Description

Cloud Hosting Information

VertiGIS uses Amazon Web Services (AWS) Elastic Compute Cloud (EC2) to host customer applications. For more information on EC2, please see <http://aws.amazon.com/ec2>.

Infrastructure Security

Reasonable security measures are taken by VertiGIS to protect your data. The physical security of the servers is managed by Amazon. For more information on AWS security, see <http://aws.amazon.com/security/>.

Network security will be provided by the Amazon EC2 firewall. All server instances will be configured with security groups that block all outgoing and incoming traffic other than that which is required for:

- The systems to provide the intended web services;
- VertiGIS staff to remotely manage and administer these systems;
- To allow data uploads to the hosted environment as part of regular data updates.

Access to the Amazon EC2 console will be assigned to authorized VertiGIS staff. These administrators will only be granted access to the resources required for those individuals to carry out their responsibilities with the hosted environment or applications. Access for all users will also be controlled using Multi Factor Authentication (MFA) (<http://aws.amazon.com/iam/details/mfa/>) to further enhance security.

Maintenance and Change Control

VertiGIS will configure a monthly scheduled maintenance window for your hosted systems, which will occur between the hours of 6:00PM-10:00PM PT. During the maintenance window, updates released by Microsoft and categorized as critical or security will be applied to your hosted systems. Maintenance to ArcGIS server or Geocortex components will occur during this same maintenance window. Some maintenance tasks may require a restart of the server to finalize the installation, resulting in a brief outage.

While every attempt is made to minimize impact, it is possible that a patch may introduce unforeseen problems with the server. VertiGIS' staff will use reasonable efforts to resolve any such incidents.

Out-of-band Maintenance

In the event a severe security vulnerability or other new identified threat to the confidentiality, integrity, or availability of customer data, VertiGIS may deploy a fix or workaround out-of-band from the normal patching process. VertiGIS will endeavor to provide advance notice of such changes; however, in the event of a severe security vulnerability or threat, such changes may be applied immediately without advance notice to customer in which case VertiGIS will provide prompt notice thereafter.

Troubleshooting and Emergency Changes

VertiGIS hosting infrastructure support team will perform troubleshooting related to Microsoft Windows Server, Microsoft IIS, Network Firewall(s), ArcGIS Server, or Microsoft SQL Server specific to the performance and availability of the customer's hosted application.

Issues requiring assistance with Geocortex software configuration will be escalated to the VertiGIS Product Support team and will require a Geocortex Support agreement be in place.

Availability Monitoring and Alerting

VertiGIS will take reasonable efforts to keep the hosted application infrastructure running and fully operational.

Availability Monitoring

VertiGIS monitors all hosts for basic availability, as well as specific services where possible. REST endpoints, such as those provided by Geocortex Essentials or ArcGIS Server, can also be monitored to track application uptime. Some standard endpoints may be monitored, but the customer will need to provide VertiGIS with information on the Geocortex applications and ArcGIS map services being deployed into the hosting environment to ensure they are monitored. This information can be emailed to: hosting-ca@vertigis.com.

Alerts

The above monitors will trigger alerts if an anomalous situation is encountered. These alerts will notify the on-call technician to investigate the issue.

It should be noted that monitors can not detect some specific outages, such as a software bug that can only be triggered by specific user activity. Therefore, alerts may not be generated in all situations, and in a timely manner.

Disaster Recovery

Backups

Backups are taken using Amazon's EC2 snapshot feature, using the following schedules:

- Schedule A: take one snapshot every month, keeping the previous 12 snapshots

- Schedule B: take one snapshot every day, keeping the previous 30 snapshots
- Schedule C: take one snapshot every hour, keeping the previous 24 snapshots

The above schedules are run concurrently. For more information on snapshots, see the section titled "Amazon EBS Snapshots" from this page: <http://aws.amazon.com/ebs/details/>.

Incident Response Plan

Included in this hosted infrastructure proposal is 24x7x365 monitoring and response by a member of the VertiGIS Hosting Services Team.

This team is responsible for the hosted infrastructure services, including administration and management of the Amazon AWS accounts, server instances, operating system configuration, security configuration, network configuration, backup systems, and database systems. A member of this team is on call continuously to respond to alerts and outages of our hosting services.

The on-call analyst can be notified of a service outage by an alert from our monitoring system or by an email sent to our 'alerts' email address which is provided to each hosting customer.

When an alert is received, the on-call analyst will use reasonable efforts to respond within 2 hours. A response involves remotely connecting to the hosted service and beginning to troubleshoot the issue. For a high severity, high impact failure, the analyst and/or the appropriate VertiGIS staff will continue to work on the issue continuously until a resolution is found.

Some application errors with Geocortex or Esri software will require escalation to the VertiGIS Product Support Team. This team is available during VertiGIS' standard office hours of 8:30am to 5:00pm Pacific Time, Monday to Friday, excluding local statutory holidays.

Licensing Considerations

Microsoft Windows Server

AWS provides Windows Server licenses which are bundled into the cost of the server instances. The Windows operating system license will be acquired through this means and will be included in the cost of the hosting solution that VertiGIS is proposing. For new deployments, VertiGIS' hosting team will use the most recent stable release of Microsoft Windows Server.

Microsoft SQL Server

If SQL Server is required for the hosted Geocortex or ArcGIS application, VertiGIS will include Amazon's RDS service in the hosting proposal. Amazon RDS database instances using the Microsoft SQL Server database engine, and Standard edition licenses are supported for use with Esri's ArcGIS Server, and are available in VertiGIS hosting services.

ArcGIS Server

If required, the client will provide an ArcGIS Server license to VertiGIS that will be activated on VertiGIS' Amazon server instance. This hosting proposal does **not** include ArcGIS Server licensing and procuring a suitable license from Esri is the responsibility of the customer.

ArcGIS Online

If required, the client will be responsible for acquiring their own ArcGIS Online services. VertiGIS' hosting proposal does **not** include ArcGIS Online services, but it is very common for hosted Geocortex Applications to connect to and integrate with a customers' ArcGIS Online services.

Hosting Package Details

One-Year Upfront

Description	Total Cost (USD)
1-Year of Hosting, payment made upfront	\$27,838.80
VertiGIS Studio Standard Edition	\$5,835.00
Total (One Year)	\$33,673.80

Monthly, On-Demand

Description	Total Cost (USD)
1-Year of Hosting, payments made monthly	\$2,463.30 / Month
VertiGIS Studio Standard Edition	\$5,835.00
Total (One Year)	\$35,394.60

Hosting Details

1-Year Hosting Agreement, payment made upfront

\$33,673.80/year. Please note that this is an upfront payment for a one-year fixed term. Options for renewal will be discussed at the completion of this term.

On-Demand Hosting, payments made monthly

\$2,949.55/month. Please note that this is a monthly payment. Options for renewal will be discussed at the completion of this term.

The commencement of hosting services is July 1, 2022. Hosting will continue until the expiration of the 1-year term, June 30, 2023.

The specifications for each server type are provided below.

One dedicated Application Server Instance

EC2 Instance Type	m5.2xlarge
Operating System	Microsoft Windows Server
vCPUs	8
Memory	32 GiB
Storage	500 GB

One dedicated Database Server Instance

RDS Instance Type	db.m5.large
Database Engine	Microsoft SQL Server Standard
vCPUs	4
Memory	8 GiB
Storage	200 GB

Included

- VertiGIS will support and maintain the hosted infrastructure and application software, including:
 - Operating System Administration and maintenance
 - Operating System Updates and security patches
 - Application configuration, maintenance
- 24x7 monitoring for system health. An on-call member of our hosting services team will be automatically alerted to services outages or declining health indicators. An "alerts" email address is provided to hosting customers for 24x7 response to service outages.
- Backups of the entire hosted service. Regular backups are taken of all server instance(s) that make up the proposed hosted solution. Backups are taken using Amazon's EC2 snapshot feature on the following schedules that run simultaneously:
 - Schedule A: take one snapshot every month, keeping the previous 12 snapshots
 - Schedule B: take one snapshot every day, keeping the previous 30 snapshots
 - Schedule C: take one snapshot every hour, keeping the previous 24 snapshots

Requisition 12300293-00 FY 2023

Bill To
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK
73102

Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065armarhof
Status: Created

Page 1

Vendor
VERTIGIS NORTH AMERICA LTD
300-1117 WHARF STREET

Ship To
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK 73102

VICTORIA, BC V8W 1T7
CANADA

Deliver To
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK 73102

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
06/08/22	1002023				Assessor Revaluation	
LN Description / Account				Qty	Unit Price	Net Price
001 BLANKET FOR RENEWAL OF CO-LOCATION SERVICES FOR MAPPING				35394.60 EACH	1.00000	35394.60

Ship To
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK 73102

Deliver To
OKLAHOMA COUNTY ASSESSOR
320 ROBERT S. KERR
SUITE 313
OKLAHOMA CITY, OK 73102

Requisition Link

Requisition Total

35394.60

***** General Ledger Summary Section *****
Account

Amount Remaining Budget