



SERVICES AGREEMENT

This Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the Laramie County, Wyoming Government (County) and Schneider Geospatial, LLC, a Delaware limited liability company (Service Provider).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Service Provider agrees to provide Services in accordance with the Scope of Services (Services) attached as Exhibit A, consisting of three (3) pages and incorporated herein. Irrespective of references to named third parties in this Agreement and its Exhibits, the Service Provider shall be solely responsible for performance of all duties hereunder.
2. Project Schedule. The Services to be performed pursuant to this Agreement shall be performed in accordance with the Project Schedule attached hereto as Exhibit B, consisting of one (1) page, and incorporated herein.
3. Changes. The County may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties.
4. Agreement Period. Agreement shall commence on July 1, 2026, (the Effective Date) and shall continue in full force and until June 30, 2029, unless sooner terminated as herein provided. In addition, at the conclusion of the initial term, and at the option of the County, the Agreement may be extended for additional one-year periods not to exceed four (4) additional one-year period(s). Renewals and pricing changes shall be negotiated by and agreed to by both parties only at the time of renewal. Written notice of renewal shall be provided to the Service Provider no later than thirty (30) days prior to Agreement end.
5. Early Termination by County. Notwithstanding the time periods contained herein, the County may terminate this Agreement at any time without cause or penalty by providing at least thirty (30) calendar days written notice of termination to the Service Provider.

In the event of early termination by the County, the Service Provider shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Service Provider's obligations under this Agreement. County shall also be responsible for payment for any previously waived or discounted fees or specified promotional items



provided by Service Provider. Service Provider shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Service Provider's sole right and remedy for termination.

- 6. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Service Provider:	County	Copy to:
Schneider Geospatial, LLC	Laramie County	Laramie County
Attn: Jeff Corns	Attn: Todd Ernst	Attn: Procurement Dept.
8901 Otis Ave, Suite 300	310 W 19 th St Suite 410	310 W 19 th Ste Suite 410
Indianapolis, IN 46216	Cheyenne, WY 82001	Cheyenne, WY 82001
jcorns@schneidergis.com	Todd.ernst@laramiecountwy.gov	Jd.mccune@laramiecountwy.gov
	ov	ov

All notices under this Agreement shall be written, or, in the case of e-mail, electronic.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party; or, if notice is sent via e-mail, notice shall be deemed to have been given when the e-mail is sent at such parties' e-mail address listed herein, with a read receipt requested in such communication. A party may change its address for notice hereunder by giving written notice to the other party.

- 7. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the County agrees to pay the Service Provider in accordance with Exhibit C, consisting of one (1) page, attached and incorporated herein. Invoicing will occur annually at the beginning of the designated term.

Invoices shall be emailed to the County Project Manager. The cost of the completed work shall be paid to the Service Provider following the submittal of a correct, itemized invoice by the Service Provider. Pursuant to Title 39-15-101 et all, as amended, the County is exempt from paying many taxes. The County reserves the right to object to any itemized tases or tariffs to be split by the parties.

Payments shall be in accordance with Wyo. Stat. 16-6-602 (as amended), and the County shall pay all corrected and approved invoices within forty-five (45) days.



8. Design and Service Standards. The Service Provider shall, consistent with the applicable professional standard of care for similarly situated professionals, be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and Public Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Service Provider, and the Project Instruments as defined in the Project Instruments and License section below. The Service Provider shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from a breach of such standard of care.
9. Indemnification. The Service Provider shall indemnify, and hold harmless the County and its officers and employees, to the maximum extent permitted under Wyoming law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Service Provider or third parties against the County, but only to the extent actually caused by Service Provider's negligence or breach of this Agreement.
10. Insurance. The Service Provider shall maintain insurance in accordance with Exhibit D, consisting of two (2) pages, attached and incorporated herein.
11. Appropriation. The County's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Service Provider, the Agreement may be terminated by either the County or the Service Provider at the end of the period for which funds are available, in accordance with Section 5 above. The County shall notify Service Provider at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the County knows of the shortage at least thirty (30) days in advance. No penalty shall be accrued to the County in the event this provision is carried out, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit County to terminate this Agreement in order to acquire similar services from another party.
12. [INTENTIONALLY OMITTED] Project Instruments and License
13. County Project Manager. The County will designate, before commencement of the Services, the County Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the County Project Manager.



The initial County Project Manager for this Agreement is Todd Ernst and can be reached at todd.ernst@laramiecountywy.gov. The County Project Manager is subject to change by the County.

14. Independent Contractor. The services to be performed by Service Provider are those of an independent contractor and not as an employee of the County. The Service Provider is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The Service Provider assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. The Service Provider is free to perform the same or similar services for others.
15. Personal Services. It is understood that the County enters into this Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the County.
16. Subcontractors/Subconsultants. The Service Provider may not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld, delayed, or conditioned. If any of the Services is subcontracted hereunder, with the consent of the County, then the following provisions shall apply:
 - a. the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work;
 - b. the subcontractor will be required to comply with all applicable terms of this Agreement;
 - c. the subcontract will not create any contractual relationship between any such subcontractor and the County, nor will it obligate the County to pay or see to the payment of any subcontractor; and
 - d. the work of the subcontractor will be subject to inspection by the County to the same extent as the work of the Service Provider.

The Service Provider shall be responsible for any liability directly or indirectly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor/subconsultant's insurance.

18. Acceptance Not Waiver. The County's approval of Project Instruments furnished hereunder shall not in any way relieve the Service Provider of responsibility for the quality or technical



accuracy of the Services. The County's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the County under this Agreement.

19. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.
20. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected at the sole discretion of the County, the party declaring default may elect to:
 - a. terminate the Agreement and seek damages;
 - b. treat the Agreement as continuing and require specific performance; or
 - c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

21. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.
22. Assignment. Nothing within this agreement or any incorporated documents herein, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party. Notwithstanding the foregoing, Service Provider shall be entitled to assign this Agreement in the event of a sale, merger, or corporate reorganization of Service Provider, providing thirty (30) days' notice to the County.



23. Conflict of Interest. County and Service Provider affirm, to their knowledge, no Service Provider employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Service Provider, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

24. Law/Severability. The parties mutually understand and agree this Agreement and shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive the County's governmental immunity as provided in this Agreement.

25. [INTENTIONALLY OMITTED] Use by Other Agencies.

26. Prohibition Against Unlawful Discrimination. The Service Provider acknowledges that the County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to Federal Law sexual orientation means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The County also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the County strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that the employee has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The Service Provider shall comply with the County's policy for equal employment opportunity and prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.

27. ADA and Public Accommodations. In performing the Services required hereunder, the Service Provider agrees, consistent with its professional standard of care, to meet applicable requirements of the Americans with Disabilities Act of 1990 (ADA), P.L 101-336, 42 U.S.C. § 12101, *et seq.*, and applicable rules and regulations and applicable Wyoming public accommodation laws, which are imposed directly on the Service Provider or which would be imposed on the County as a public entity.



28. Technology Accessibility. The Service Provider represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of the Wyoming Technology Access Program (WYTAP), Web Content Accessibility Guidelines (WCAG). The Service Provider shall also comply with all State of Wyoming technology standards related to technology accessibility and with Level AA of the most current version of the WCAG, incorporated in the State of Wyoming technology standards.

To confirm that the Project Instruments meet these standards, the Service Provider may be required to demonstrate compliance. The Service Provider shall indemnify, save, and hold harmless the County against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the County in relation to the Service Provider's failure to comply with the technology access standards listed above.

29. The Service Provider represents that the Project Instruments here under are designed to conform to the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA. Service Provider maintains a current Voluntary Product Accessibility Template (VPAT) describing accessibility conformance and will use commercially reasonable efforts to remediate material accessibility defects identified during the term of the Agreement. Upon reasonable request, Service Provider will provide documentation of accessibility conformance, including its current VPAT.

30. Governmental/Sovereign Immunity. The County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall be construed in favor of immunity.

31. Wyoming Public Records Act. Service Provider acknowledges that the County is a governmental entity subject to the Wyoming Public Records Act, W.S. § 16-4-201 through 205, et seq. (WPRA), and documents in the County's possession may be considered public records subject to disclosure under the WPRA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the WPRA.

32. Delay. Time is of the essence. Subject to Force Majeure, if the Service Provider is temporarily delayed in whole or in part from performing its obligations, then the Service Provider shall provide written notice to the County within two (2) business days defining the



nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the County under this Agreement.

33. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Service Provider must provide notice to the County of such condition within ten (10) calendar days from the onset of the condition.
34. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit E - Confidentiality, consisting of four (4) pages incorporated herein. Further, County and Service Provider stipulate and agree that the terms of this Agreement shall be subject to the Service Provider's Terms of Service, attached hereto as Exhibit F and incorporated by this reference.
35. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and any other written agreement between the parties, the provisions set for in this Agreement shall control.
36. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the County to indemnify or hold Service Provider harmless; requires the County to agree to binding arbitration; limits Service Provider's liability; or that conflicts with statute shall be void.

[Signature Page Follows]




LARAMIE COUNTY, WYOMING GOVERNMENT

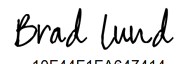
Signed by:
By: 
6F5ECDB0F5F740E...
Gunnar Malm Chairman

Date: 3/16/2026


ATTEST:

Signed by:

84474008AC27493...
Debra Lee 3/16/2026
Laramie County Clerk

APPROVED AS TO FORM:

Signed by:

10F44F1FA647414...
Brad Lund
Senior Deputy County Attorney
3/16/2026

SCHNEIDER GEOSPATIAL, LLC

DocuSigned by:
By: 
D39413E0C71E43A

Printed: Jeff Corns

Title: President

Date: 3/16/2026



EXHIBIT A SCOPE OF SERVICES

Service Provider shall provide the County with the following Services:

A. Beacon/qPublic.net Portal Development (Basic)

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, GAMA, and digital map data utilizing existing real estate and GIS datasets provided to the Service Provider by the County. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from County's property tax administration system **Tyler**.
- b. Detailed residential, commercial, and agricultural land and improvements information from County's GAMA real estate system **Harris RealWare**.
- c. Property sales history from County's GAMA real estate system (if available).
- d. Property sketches (if available and provided by County in a web-friendly image file format).
- e. Property photos (if available and provided by County in a web-friendly image file format).
- f. Esri compatible vector and raster spatial data from County's existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, County contact information, and user feedback forms.
- j. Service Provider will provide an automated routine to transfer data from County's local computer data sources to Service Provider's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Components INCLUDED in Basic Bundle:
 - i. Core
 - ii. Map



- iii. Account Management
- iv. Data Extraction Tool
- v. Comparable Search
- vi. Comp Report Generator
- vii. Property Tax Dollars
- viii. Document Access
- ix. Advertising
- x. Bulk Printing
- xi. Mailing Labels
- xii. Sales Search Tools
- xiii. Access to up to two (2) forms
- xiv. Two (2) tickets to Schneider Users' Conference

- I. Additional components elected by County:
 - i. EagleView ConnectView

B. Agland

Service Provider will setup and deploy the Beacon Agland solution for calculation and reporting of soil and land use acreages for County's agricultural land parcels. County is required to provide the following GIS data layers in ESRI-compatible format to support the solution:

- 1. Parcels
 - a. Polygon structure
 - b. Attributes:
 - i. Parcel Number (required)
 - ii. Deeded Acreage (recommended)
 - c. Soils
 - i. Polygon structure
 - ii. Attributes:
 - 1. Soil Code (required)
 - d. Land Use
 - i. Polygon structure
 - ii. Attributes:
 - 1. Land Use Type Code

C. Portal Hosting and Maintenance

Service Provider shall host and maintain of the above described portals for the term of this Agreement.

Service Provider's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If County is charging fees for use of the system, any and all disputed charges are the responsibility of County. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of Service



Provider's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of Service Provider's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week



EXHIBIT B PROJECT SCHEDULE

A. Portal Development

- i. Service Provider requires the following information and technical assistance from County to access data sources defined in the Scope of Services.
 1. Database connection information
 2. Server name or IP address
 3. Database name
 4. User login information for read access
 5. Data dictionary or schema, as available
- ii. Network paths to all file data sources
- iii. Installation of Service Provider's Remote Support application on a computer with network access to County's data sources and files.
- iv. All information must be provided by County to the Service Provider at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

B. Portal Hosting and Maintenance

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from County's failure to provide Service Provider with information required to access project data sources according to the project schedule. Any project delays on the part of the Service Provider will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from Service Provider to County.



**EXHIBIT C
COMPENSATION**

Invoicing shall occur on an annual basis at the beginning of the term.

County shall pay the Service Provider for the Services as follows:

A. Product/Service

a. One-time Setup Cost:	\$14,070
Setup items:	
Beacon Basic:	Included

EagleView ConnectView:	Included
------------------------	----------

Subtotal	\$31,800
Discount	-\$17,730
Total	\$14,070

b. Annual Hosting:	\$25,316
Hosting items:	
Beacon Basic:	Included
EagleView ConnectView	Included
Beacon Agland:	Included

B. Payment Schedule

Year 1	July 1, 2026 – June 30, 2027: (Setup: \$14,070, Hosting: \$25,316)	\$39,386
Year 2	July 1, 2027 – June 30, 2028: (\$25,316 plus 5% increase)	\$26,582
Year 3	July 1, 2028 – June 30, 2029: (\$26,582 plus 5% increase)	\$27,911



EXHIBIT D INSURANCE REQUIREMENTS

The Service Provider will provide, from insurance companies acceptable to the County, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this Agreement, the Service Provider shall furnish the County with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the County, at its option, may take out and maintain, at the expense of the Service Provider, insurance as the County may deem proper and may deduct the cost of the insurance from any monies which may be due or become due the Service Provider under this Agreement.

Insurance certificates should show the certificate holder as follows:

Laramie County, Wyoming Government
310 W. 19th St Suite 410
Cheyenne, Wy 82001

The County, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Wyoming law.
- B. General Liability. The Service Provider shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Service Provider shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.



- D. Errors and Omissions. The Service Provider shall maintain errors and omissions insurance in the amount of \$1,000,000.
- E. Cybersecurity. The Service Provider shall maintain cybersecurity insurance in the amount of \$5,000,000.



EXHIBIT E CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Service Provider under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the referenced information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information that is not public and/or is proprietary, including but not limited to location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, ideas, County customer identifiable information (including account, address, billing, consumption, contact, and other customer data), utility metering data, service billing records, customer equipment information.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, Service Provider shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the County, including but not limited to the non-exclusive list of Confidential Information above. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party before the execution of this Agreement and related to the services for which Service Provider has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The County and Service Provider



shall cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this Exhibit, which shall survive this Agreement as an on-going obligation of the Parties.

Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party: (a) was generally known to the public through no wrongful act of the Receiving Party; (b) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (c) has been approved for release by a written authorization by the other party hereto; or (d) has been disclosed pursuant to a requirement of a governmental agency or by operation of law, subject to Paragraph 5 below.

5. Required Disclosure.

Notwithstanding Paragraph 4(d) above, if the Receiving Party receives a request (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Wyoming Public Records Act to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with immediate notice of such request, so the Disclosing Party may seek an appropriate protective order before disclosure or waive the Receiving Party's compliance with this Exhibit.

The Receiving Party shall furnish a copy of this Exhibit with any disclosure.

Notwithstanding this Paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required by law or authorized in writing by Disclosing Party.

6. Red Flags Rules.

If applicable, Service Provider must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Service Provider must take appropriate steps to mitigate identity theft if it occurs with any of the County's covered information and must notify the County in writing within twenty-four (24) hours of discovery of any breaches of security or Red Flags to the County.

7. Data Protection and Data Security.

Service Provider shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Confidential Information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the



“Information Security Program”) shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

(a) Service Provider’s information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications
- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

(b) Subcontractors. Service Provider may use subcontractors, though such activity shall not release or absolve Service Provider from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Confidential Information received, for any subcontractor Service Provider may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Service Provider and may be considered to be a material breach of this Agreement.

8. Service Provider’s Duty for Information Storage. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Service Provider can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Services will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.

9. Continuing Obligation. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Services and or Agreement and at any time thereafter unless specifically authorized by the County in writing.



10. Termination Remedy. If Service Provider breaches any of the terms of this Exhibit, in the County's sole discretion, the County may immediately terminate this Agreement and withdraw Service Provider's right to access Confidential Information.
11. Return of Information. Notwithstanding any other provision of this Agreement to provide Project Instruments and work product, all material, i.e., various physical forms of media in which Confidential Information is stored, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned at the request of the Receiving Party to the Disclosing Party. Upon return of such materials, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party, except as may be required by law and or court order. Upon Disclosing Party's request, written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within thirty (30) days after completion of engagement, whether it be via termination, completion or otherwise.

Schneider Geospatial now serves over half of Florida's counties! 🇺🇸 🌞

[Learn more](#)

EXHIBIT F

Legal Information

version 12.12.18

We (Schneider GeoSpatial and Schneider GeoSpatial doing business as qPublic and qPublic.net) entered into a written agreement with you to provide certain services. The agreement provides that these Terms of Service are incorporated into and made a part of the agreement. We reserve the right to update or modify these Terms of Service upon ten (10) days prior notice to you. Such notice may be provided by us to you by e-mail.

A) Your Responsibilities

To the extent required for us to render services to you, you shall do the following in a timely manner so as not to delay the services: (1) Designate a person to act as your representative with respect to the services. (2) Provide all criteria and full information as to your requirements for the services. (3) Provide to us all information and data required to complete the services or provide regular remote access to requested databases and IT infrastructure as

requested by us. (4) Give prompt written notice to us whenever you observe or otherwise becomes aware of any development that affects the scope or timing of the services, or any defect or nonconformance in the work of us or any of our subcontractors or consultants.

B) Limitation of Liability and Responsibilities

To the fullest extent permitted by law, you shall defend indemnify and hold us harmless from all claims, demands, suits, causes of action losses, damages, liabilities, costs and expenses, including but not limited to attorney’s fees, expert fees and consulting fees, which we may suffer or sustain arising out of, related to or resulting from your acts or omissions. Nothing contained in this paragraph, however, shall be construed to release us from liability for failure to properly perform our duties and



[Request a Demo](#)



[GDPR Privacy Notice](#)

[Software Terms](#)

[Terms of Service](#)

[Version 12.12.18](#)

[Version 8.9.17](#)

ordinarily exercised by members of the profession currently providing similar services under similar circumstances. Our standard of care should not be construed as a warranty, either express or implied, of the services, as we make no guarantee or warranty, express or implied, in fact, or by law, or otherwise concerning the services. You shall not hold us liable for damages or delays in performance caused by events beyond our control, including, but not limited to weather, information acquisition, and communications.

Further, in recognition of the relative risks and benefits of the services to both you and us, the risks have been allocated such that you and we knowingly and willingly agree, to the fullest extent permitted by law, that our total liability to you, with respect to any acts or omissions by us, our subcontractors or consultants including, but not limited to, breach of the agreement, breach of warranty (whether express or implied), negligence or any other legal theory, shall not exceed \$50,000, the cost to cure the omission

or deficiency, or the total compensation received by us for the services rendered pursuant to the agreement, whichever is less. This limitation of liability is a material inducement to us to enter into the agreement. In no event shall either you or we be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of the agreement.

C) Insurance Coverage

We shall, at our own expense, maintain in effect during the term of the agreement, the following insurance with limits as shown or greater:

General Liability – (including automobile) combined single limit of \$1,000,000.00

Worker’s Compensation – statutory limit; and

Professional Liability – for protection against claims arising out of the performance of professional services caused by negligent error, omission, and/or act in the amount of \$2,000,000.00 per claim and \$4,000,000.00 in aggregate.

We shall provide Certificates of Insurance indicating the aforesaid coverage upon your request.

D) Computer Files

This paragraph sets forth the terms and conditions relating to the provision by us of any and all electronic media or computer readable information, including software, databases, and information compilations (hereafter “Computer Files”) in connection with the services provided by us to you. Geographic Data Layers and other data converted from your source documents are considered your property (“Raw Data”).

You acknowledge that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with us. We retain all rights to the software, methodologies, and procedures utilized or developed by us in rendering our services for you. We license you to use the Computer Files in the manner set forth in the agreement, but we reserve any and all rights not expressly granted. The Computer Files may not be used by you for purposes beyond those set forth in the agreement, and we reserve the right to revoke the license if, in good faith, we deem that such use has or will occur.

To the extent the Computer Files include any trade secret or other confidential information of yours, we agree to keep such information confidential. We are otherwise free to use the Computer Files (including the Raw Data) and other related materials in other projects for you, for our business purposes, or for third parties unless a restriction is set forth in the agreement. Unless otherwise prohibited, we may also include your organization's status as our client in our marketing materials.

The Computer Files shall be used only by you or those third parties expressly contemplated in the agreement and the license granted hereunder does not include the right for you to sublicense.

You acknowledge that certain Computer Files or parts thereof may be subject to third-party licenses and thereby subject to use restrictions under those licenses. You agree that any act or omission by you in violation of the aforementioned licenses shall constitute a breach of the agreement. Except to the extent required by the use(s) expressly set forth in the agreement, you may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, decompile, disassemble, or create derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files. Further, you shall not make any copies of CD's and/or DVD's provided by us under the agreement as such creation or distribution of additional copies may violate certain third-party licenses to which we are a party. In the event that your acts or omissions violate any third party license agreement to which any Computer File or any part thereof is subject, you shall indemnify, defend and hold us harmless from and against any and all claims, demands, suits, causes of action, losses, damages costs and expenses, including but not limited to attorney's fees, brought against us for damages alleged or suffered as a result of such acts or omissions by you.

We shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by you or for problems arising out of the malfunction of your equipment or other software not supplied by us. You acknowledge that the Computer Files may include features limiting their operability beyond the scope of the license, and we shall be entitled to use self-help, including electronic means, to prevent the use of the Computer Files beyond their licensed scope. You acknowledge that we are not liable or responsible for

information on the Computer Files that may become outdated with time.

The Computer Files may not identically conform to corresponding information provided in hard copy, and we do not warrant the accuracy of the information contained in the Computer Files.

To the fullest extent allowed by law, and except for the warranties expressly stated herein, the Computer Files are provided “as is”, and we disclaim all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.

To the extent we access your computer systems using ETL software including but not limited to Venturi, we agree as follows: (1) to not extract your confidential information or any other information that is not reasonably necessary for us to prepare the Computer Files or otherwise perform services for you; and (11) to conduct read-only access and not overwrite your data.

We shall not be liable to you for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or goodwill, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if you have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

E) Portal Hosting and Maintenance

We shall host and maintain of the above described portal for the term of this Agreement. Our web data server environment includes a redundant/fail over power system, multiple power sources and long-term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular

functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third-party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. we will also maintain website usage statistics which can be viewed by your staff through an interface. Certain onsite hardware and software configurations may require additional third-party software (not included in this Agreement). The update feature requires you to maintain a dedicated high-speed Internet access. Services also include monitoring of our web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of our staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

Solutions

- Parcel Management
- Permitting & Licensing
- Asset Management

Services

- Staff Augmentation
- GIS Support
- ArcGIS Services

Resources

- Webinars & Trainings
- Case Studies
- Blogs
- Newsroom
- Associations & Statewide Po

About

- Overview
- Careers
- Partners

