GeoSpective Technologies™
6960 Magnolia Avenue, Suite 205
Riverside, CA   92506
Voice: (951) 328-1090; Fax: (951) 328-1098
Website: http://www.geospec-tech.com

FY18-19
PROPOSAL FOR GEOGRAPHIC RELATED SERVICES
GST Service Proposal #18-071-P-001

This Service Proposal, for services to begin on the 1st day of July, 2018, by and between GEOSPECTIVE TECHNOLOGIES (DBA), hereinafter referred to as "GST", and the PERRIS UNION SCHOOL DISTRICT of Riverside County, hereinafter referred to as the "DISTRICT";

WITNESSETH:

1. GST proposes to provide services for the DISTRICT under this Proposal as follows:

   A. **SCHOOL DISTRICT SERVICE PACKAGE (required)** consisting of:

      1. GST GeoSense© Street Address Validation Data for use in School District Student System address verification:
         o District Student System type identified as **Infinite Campus**®
         o Requires access to designated student datasets/fields
         o Geographic Data can be nightly exported into student address validation database tables
         o Geographic Data can be validated remotely at GST site and exchanged with district at desired interval
         o Includes associated tasks for this service related student address-matching (geo-coding)
         o Includes most associated tasks for this service related to on-going update/maintenance of GST geographic database and school district boundary layers for reliability and currency of geographic data used in conjunction with/as specified in this proposal
         o Includes associated technical analysis, working with designated district staff on setup and configuration, and on-going monitoring of update process (capabilities as determined/based upon implementation model)

      2. GST WebSDS© (School-Data-Search Suite) User Software as a Service for accessing geo-processed limited set student information:
         o Software as a Service includes numerous mission critical modules, including: Pupil Lookup, Study Area, Schools, Could not Addmatch, Intra Dist. Transfers, Inter Dist. Transfers, Pupil Relocate, Pupil Promote, Busing (Students by Route/Stop, Setup Fees, Collect Bus Fees, Reports)
         o Includes geo-processing student data to calculate Walking Distances
         o Provides student information/counts by school(s) and study area(s)
         o Pupil Relocate (used for opening new schools to redistribute student population)
         o Busing Related functions: Auto-builds family units, geo-codes addresses/bus stops, Real-time student system lookup to validate student information, Determines busing eligibility (district policies, bus/stop capacities, etc.), collects fees, locates closest stops; issues Receipts/Bus Passes; mapping capability to display stop locations, etc.
         o No additional charge for new standard enhancements implemented during proposal term
         o Web accessible reports available in each module
         o Requires access to designated student datasets (field and table permissions)
         o Includes associated tasks for this service related to data processing, setup, and configuration
         o No charge for remote technical support
         o No charge for **recommended** pre-scheduled training at GST Riverside Office or onsite, however, failure to provide 72 hours notification of non-

<u>attendance</u> at the GST Riverside Office may result in $500.00 class fee at the discretion of the vendor

3. <u>GST WebAddmatch Online©</u> Unlimited Site User Software as a Service for web-based address verification:
   - o Software as a Service can be used at school sites or district office to validate student addresses, and determine district of residency (including elementary, middle and high school student should attend)
   - o Web interface display can be customized by user to include such layers as: study areas/gridcodes, supervisorial districts, street ranges, census tracts, districts, (others as they become available), etc.
   - o Includes associated tasks related to data processing, setup, and configuration
   - o No additional charge for new standard enhancements implemented during Proposal term
   - o **Required** WebAddmatch Plug-ins:
     - ▪ <u>Find-Your-School-Parent-Lookup Plug-in</u>: special addmatch program accessible directly from District website, configured to look/feel of district identity, easy-to-use for parents that can be used by staff and parents to determine which school their child(ren) attend(s).
     - ▪ <u>Web Map Plug-in</u>: works with WebAddmatch Online© to display graphical map of address and/or <u>cross-streets</u> locations; displays school sites, streets/roads, school district and attendance boundaries, and other standard features.
   - o **Optional** WebAddmatch plug-in:
     - ▪ <u>School Search Plug-in</u>: finds schools based upon distance search (mileage proximity from a specified address), and includes school contact information.
   - o No charge for remote technical support
   - o No charge for pre-scheduled training at GST Riverside Office or onsite, however, <u>failure to provide 72 hours notification of non-attendance</u> at GST Riverside Office may result in $500.00 class fee at the discretion of the vendor

4. <u>Computerized Study-Area</u> construction and maintenance (3 iterations per year max.).
   - o Statistical analysis of study area zones
   - o Computerized boundary creation
   - o Mapping scenarios (3 iterations per year max.)

5. <u>Computerized School District and Attendance Boundary</u> construction and maintenance (2 per year).
   - o Statistical analysis of boundary impact
   - o Computerized boundary creation
   - o Mapping scenarios (2 scenarios max.)
   - o Statistical reports (project related)

6. <u>GST Mapping Services – No Charge Maps</u> covered under School District Service Package include:
   - o GST District WebSite Maps
     - ▪ District Attendance Boundary PDF for website depicting Elementary, Middle, and High (as applicable)
     - ▪ District Office Directional Map
   - o Study Area Realignment Maps
     - ▪ Maximum of 3 iteration maps per year
     - ▪ Refer to item #4
   - o School District Attendance Boundary Realignment Maps
     - ▪ Maximum of 2 iteration maps per year
     - ▪ Refer to item #5

7. <u>Geographic Street Network</u> maintenance reports (as requested).

8. <u>Student Address-matching/Geo-coding</u> reports (as requested).

- o No Charge for Student Address-Matching/Geo-coding reports accessed on the web via GST WebSDS©
- o Labor and material costs plus $50.00 for providing reports available to DISTRICT through GST WebSDS©

9. GST GeoSense© GIS data for use in Master Plans and other related projects
    - o All Third-party vendors must be approved by GST, sign a data usage/Software as a Service Proposal with GST, and be registered with GST prior to being authorized to use GST Geographic Data.

10. Discount rates applied to all custom maps and related map products.
    - o Contract District Discount applied to these projects including:
        - ▪ Waived setup cost
        - ▪ Map labor discount as referenced under "TERMS #9. DISCOUNTS" and "TERMS #11. BILLING RATE SCHEDULE"
    - o Map projects billed separately based upon time & material costs

11. Discount on Demographic modeling and analysis reports (as per request).

12. Discount prices for GST Master Plans, Enrollment Projections, and other related GIS technical tasks.

13. Discount prices for application development and other programming related tasks.

B. **GST WEB ADDMATCH© OPTIONAL PACKAGE** consisting of:

GST WebAddmatch Optional Plug-ins, including:
- o School Search Plug-in: identifies school sites within a user-defined proximity of a specific address, based upon search distance
1. School Search Plug-in (Optional)
2. Basic Program Class at GST Riverside Office or Onsite (Recommended - No Charge*)

***Important Note**: Vendor reserves the right to charge district (at vendor's discretion) a $500.00 training class fee if district fails to notify vendor 72 hours prior to class scheduled date of district's cancellation.

C. **GST TRACTMAP MANAGER© PACKAGE (required)** consisting of:

GST TractMap Manager© User Software as a Service for use in maintaining, monitoring and reporting tentative tract and related information, supporting documentation, site plans, and developer fees:
- o Software includes, but is not limited to, the following information: tract map zoning, lot/dwelling unit counts, reference and service contact information, area sizes, scanned map and document images (Adobe© PDF, high res .tif), supporting documentation history, developer fee collection system, and related reporting system
- o Includes Data Entry & Map/Document Scanning Services based upon fee schedule (reference "GST TractMap Manager As Requested/On-going Service Schedule)
- o Includes Site Plans and discount rate for integration of existing digital images integrated into software package (reference "GST TractMap Manager As Requested/On-going Service Schedule).
- o Includes Monthly Batch Update of Supporting Documentation associated with entered tract maps (based upon availability of web posted information from City, County and other related Minutes, Agendas, etc.)
- o **Data Sharing Agreements**
    - ▪ Includes participation in Data Sharing Agreements with other authorized districts, which can significantly reduce startup and/or on-going service costs associated with map data entry/scanning on district maps that overlap with other participating districts.

- Shared map & document costs split evenly (50% split) between **sharing districts**
  - o No additional charge for new standard enhancements implemented during Proposal term
  - o **Optional** GST TMM plug-in:
    - GST TMM Fee Lookup Plug-in: special enhanced tool for developers and individuals. Program accessible directly from District website, configured to look/feel of district identity, easy-to-use for developers, individuals and staff to determine if lot or proposed development is in district and possible fee cost associated with APN(S)
  - o No charge for pre-scheduled training in GST Riverside Office or onsite, however, failure to provide 72 hours notification of non-attendance at the GST Riverside Office may result in $500.00 class fee at the discretion of the vendor

1. One-time Software Setup/Configuration (as applicable)
2. FY18-19 Annual Software Maintenance Fee
3. One-time Large Volume Project Startup (as applicable)
4. Map Data Entry Services (see Service Schedule)
5. Map/Document/Image Scanning Services (see Service Schedule)
6. Basic Program Training Class at GST Riverside Office or Onsite (Recommended – No Charge* - Limit two per Classroom)

*__Important Note__: Vendor reserves the right to charge district (at vendor's discretion) a $500.00 training class fee if district fails to notify vendor 72 hours prior to class scheduled date of district's cancellation.

D. **GST WebSDS© Student Transportation OPTIONAL PACKAGE** consisting of:

GST **WebSDS© Student Transportation** User Software as a Service for use in Student Transportation
  - o GST GenTrans V2.2+
    - Annual license for General Transportation routing system
    - Includes Data Entry system for entering/updating schools, depots, routes and stops information
    - Includes graphical interface for viewing routes/stops & assigning students to stops
    - Includes ability to create proposed stops based upon student clustering's/capacities and/or other related criteria displayed in the program
    - Includes built-in reporting system for transportation related reports (i.e. Assigned Bus Stops, Bus-to-School, Walking Distances, etc.)
    - Data Entry (Schools, Depots, Routes, Stops)
      - No charge if district uses program to do their own update(s)
      - District charged based upon time/classification if District requests that GST import existing data and/or requests data entry by GST (refer to item #11 - Billing Rate Schedule)
      - Transportation Study Projects are not covered and considered separate projects and will be charged based upon staff classification in Billing Rate Schedule, Time, and Materials referenced under Custom Mapping Media Costs
      - No charge for pre-scheduled training in GST Riverside Office or onsite, however, failure to provide 72 hours notification of non-attendance at the GST Riverside Office may result in $500.00 class fee at the discretion of the vendor

1. One-time Software Setup/Configuration (as applicable)
2. FY18-19 Annual Software Maintenance Fee
3. Basic Program Training Class at Riverside Training Center or Onsite (Recommended – No Charge* - Limit two per Classroom)

*__Important Note__: Vendor reserves the right to charge district (at vendor's discretion) a $500.00 training class fee if district fails to notify vendor 72 hours prior to class scheduled date of district's cancellation.

TERMS

1. **ASSIGNMENT OF STAFF**: GST further agrees to assign proper staff members to render the above listed services.
2. **PROPOSAL TERM**: The term of this Proposal shall cover the fiscal year beginning July 1, 2018, to and including June 30, 2019.
3. **PAYMENT**: The DISTRICT agrees to pay GST the amount(s) as identified in the following payment schedules:

School District Service Package (Required): $16,600.00

Amount	Description	Payment due Date
$3,800.00	Annual District Service Fee – Installment #1	July 1, 2018
$1,400.00	Annually Renewable GST WebSDS License	July 1, 2018
$3,800.00	Annual District Service Fee – Installment #2	October 1, 2018
$3,800.00	Annual District Service Fee – Installment #3	January 1, 2019
$3,800.00	Annual District Service Fee – Installment #4	April 1, 2019

GST GIS Subscription Update Fee (Required): $2,400.00

Amount	Description	Payment due Date
$2,400.00	Annually Renewable Maintenance Fee	July 1, 2018

GST TractMap Manager Package (Required): $3,500.00*

Amount	Description	Payment due Date
$3,500.00	Annually Renewable Maintenance Fee	July 1, 2018

*Startup Costs (if applicable): If this Proposal includes Startup costs, they are projected based upon best estimate of the volume of initial maps to scan/enter into TractMap Manager©. District will be billed for Startup Services based upon the actual number of maps/documents submitted during the Startup Phase. In no event shall District be billed in excess of $3,500.00 for this Initial Startup Services.

If Startup is Applicable – All maps submitted during the first ninety (90) calendar days of contract period shall be considered part of the Initial Startup Period. All maps received after this timeline shall be billed in accordance with the "As Requested/On-going Service Schedule" listed below.

OPTIONAL: GST TractMap Manager As Requested/On-going Service Schedule:

Service	Description	Cost
Data Entry Services	Tent. Tract Map (or related Doc Type)	$70.00/per map
	Recorded Map (or related Doc Type)	$10.00/per map
	Address Entry	$2.00/per record
	Fee Collection (GST Staff only)	$2.00/per item
	Fee Collection (GST Bulk Load)	$1.00/per item
	Board Minutes	$5.00/per map
	Misc Documents (Minor Data Entry)	$7.00/per doc
Map/Image Scanning	Document	$15.00/per document
	Map	$30.00/per Map
	Misc Documents (Non-Complex)	$7.00/per document
Training Class at Riverside Office (Intro + Interm.)	Basic Program Utilization (**Intro Class Required**)- Optional Developer Fees	No Charge*

***Important Note**: Vendor reserves the right to charge district (at vendor's discretion) a $500.00 training class fee if district fails to notify vendor 72 hours prior to class scheduled date of district's cancellation.

GST WebSDS© Student Transportation OPTIONAL Package: $3,000.00*

Amount	Description	Payment due Date
$3,000.00	Annually Renewable Maintenance Fee	July 1, 2018

*Startup Costs (if applicable): If this Proposal includes Startup costs, they are projected based upon best estimate of the volume of student data and routes to be setup in GST WebSDS©. District will be billed for Startup Services based upon the overall project submitted during the Startup Phase. In no event shall District be billed in excess of $3,500.00 for this Initial Startup Services.

If Startup is Applicable -- All work submitted during the first ninety (90) calendar days of contract period shall be considered part of the Initial Startup Period. All data received after this timeline shall be billed in accordance with the "Billing Rate Schedule" listed below.

GST WebAddmatch Online© - and OPTIONAL Plug-Ins*: $4,800.00

Description	Amount
GST Standard WebAddmatch Online Unlimited Software as a Service (countywide validation - included as part of School District Service Package)	No Charge
GST Find-Your-School Parent Lookup Plug (**Required**) (customized WebAddmatch for access via school district web site)	$1,600.00/yr. (Due 7/1/18)
GST Web Map Plug-in (**Required**) (displays web map of addmatched location proximity)	$1,600.00/yr. (Due 7/1/18)
GST WebAddmatch Training Class at Riverside Office or Onsite (**Recommended**)(scheduled in advance at GST Riverside Main Office)	No Charge*
GST School Search Plug-in (**Optional**-**Requested**) (finds closest school by distance criteria – non-attendance boundary based)	$1,600.00/yr. (Due 7/1/18)

*__Important Note__: Vendor reserves the right to charge district (at vendor's discretion) a $500.00 training class fee if district fails to notify vendor 72 hours prior to class scheduled date of district's cancellation.

OPTIONAL: FY18-19 Custom Mapping Media Costs
(For Mapping Projects not covered under No Charge Maps)

Map Size	Paper	Mult. Copy	Film	PDF	Laminate	Foam Mount
A Size (8 ½ " x 11")	$21.00	$6.50	$35.00	$35.00	$8.00	$9.00
B Size (11" x 17")	$25.00	$9.00	$40.00	$40.00	$15.00	$13.00
C Size (17" x 22")	$35.00	$11.50	$50.00	$50.00	$20.00	$20.00
D Size (22" x 34")	$40.00	$13.50	$55.00	$55.00	$25.00	$25.00
E Size (34" x 44")	$50.00	$20.00	$60.00	$60.00	$40.00	$40.00
Riverside County Map (Std 2' x 10')	$110.00	$75.00	$250.00	N/A	$300.00	N/A
OverSize Map (Non-Standard)	Costs for Non-Standard/Over-size Maps will be priced based upon "best fit" standard map size aggregates as referenced in this cost matrix. These types of mapping projects may require special quotes based upon project specifications and components.					

Note: One-sided Color LaserJet Copies: $6.50/ea. Black & White LaserJet Copes: 20 cents each. Media costs only listed above. Does not include map labor associated with project. Refer to #11. Billing Rate Schedule for labor hourly rates.   Setup Fee Waived for School District Contract Agencies. All PDF's are restricted use, copyright protected artwork

4. **LATE PAYMENTS**: GST, at its option, may impose a late fee for balances outstanding more than thirty (30) days from the date specified on any invoice. If a late payment is assessed, it will be charged at 1.75% per month (21% annum.).

5. **NOT TO EXCEED**: In no event shall the total amount paid under this Proposal exceed the sum of **$27,300.00**, **plus any additional work and/or options requested and authorized by DISTRICT** as per above payment schedule(s) and/or based upon the Billing Rate Schedule (including any applicable discounts as specified here within).

6. **GST DATA AND SOFTWARE:**
   Use: If GST Geographic Data and/or Software is provided for any purpose(s) under this Proposal, DISTRICT shall use GST Data and/or Software only for the sole purpose(s) of student address validation, transportation, tract map management, or GIS modeling, and not for any other purpose or use, unless first receiving written permission from GST to do so, or as otherwise authorized in this Proposal.

Ownership: GST retains all right, title and interest, including all copyright and intellectual property rights, in and to, any GST Data and/or Software provided under this Proposal, including and all copies thereof. GST Data is provided exclusively on a lease and/or license only basis for the duration of this Proposal and ownership of GST Data and/or Software is neither transferred to DISTRICT, nor should be construed nor implied to be transferred to DISTRICT, under this Proposal. GST Data and/or Software ownership interest belongs exclusively to GeoSpective Technologies™ and exists in perpetuity, and all corresponding terms of the Proposal shall likewise exist in perpetuity. Such ownership shall include right of reproduction, distribution and/or sale to third parties and all copyrights, patents, licenses, or similar intellectual property rights resulting from the use and/or development of Data.

Limitations of Use: DISTRICT may not loan, rent, lease, sublicense, distribute or otherwise transfer all or any portion of GST Data and/or Software to third parties without first receiving GST's written permission to do so. GST maintains the right to determine whether or not to provide its data to any third party vendor, and assumes no obligation to do so within this Proposal with DISTRICT. If such permission is granted to a third party vendor by GST, all third party vendors working on behalf of DISTRICT shall sign a GST District Third Party Data Usage Proposal specifying terms for use of GST Data . Use of GST Data and/or Software should be restricted within, by, and for the PERRIS UNION HIGH SCHOOL DISTRICT unless otherwise expressly authorized in writing by GST. DISTRICT may not copy GST Data and/or Software except as expressly set forth in this Proposal, and any copies that DISTRICT is permitted to make pursuant to this Proposal must contain the GST copyright, patent and other intellectual property markings that appear on or in the Data and/or Software. DISTRICT may not modify, adapt, or translate the GST Data and/or Software. For purposes of security, vendor utilization must be registered and approved by GeoSpective Technologies™. DISTRICT shall be held liable for any intentional misuse of GST Data and/or Software, which is within the reasonable scope of the DISTRICT to administer and monitor.

Reverse Engineering: Except and to the limited extent as may be otherwise specifically provided by applicable law, DISTRICT may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of GST Data and/or Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent DISTRICT may be expressly permitted to decompile under applicable law, if it is essential to do so in order to achieve operability of the Data and/or Software with another software program, and DISTRICT has first requested GeoSpective Technologies™ to provide the information necessary to achieve such operability and GeoSpective Technologies™ has not made such information available. DISTRICT shall not use GST Data and/or Software to develop any data, software or other technology having the same primary function as the GST Data and/or Software, including but not limited to using the GST Data and/or Software in any development or test procedure that seeks to develop like data and/or software or other technology, or to determine if such software or other technology performs in a similar manner as the Software.

License Agreements: DISTRICT shall abide by all conditions and terms as set forth in any corresponding Software EULA (End User License Agreement) for software licensed through this Proposal (Refer to corresponding Software EULA for details).

Data Warranty: GST GeoSense© geographic data is updated from many different sources, including legal documents available from various county, city and other sources, third-party data sources, on-site field validation checks, and so forth. GST makes a conscientious effort to ensure its geographic data is as current and accurate as reasonably possible. Although the GST geographic data used in conjunction with the various projects/products outlined in this Proposal is deemed reliable, GST offers no warranties for its use, or implies or offers any guarantee of its suitability for a specific use or purpose.

General Warranties and Disclaimers: In accordance with the terms of this service Proposal, GST will provide various services and/or supporting software and/or data products based upon GST's reasonable level of experience, expertise, skill and responsiveness to meet DISTRICT's needs. However, other than expressly set forth in the terms of this Proposal, we do not make any promises and/or commitments about our service and/or product functions, content, reliability, availability, or general ability to meet your needs. We exclude all warranties other than those specifically referenced here within.

Extent of Liability: GST will not be responsible for financial losses or indirect, consequential, exemplary, or punitive damages to the extent permitted by law. GST limits its total liability to the

total amount you paid us for our services as outlined in this service Proposal. Under no circumstances will GST be liable for any loss or damage outside our reasonable ability to predict, control, and/or foresee.

7. **GEOGRAPHIC TERRITIORY**: The GST Geographic Data and/or services that may be provided under this Proposal will be limited to the sphere of influence of PERRIS UNION HIGH SCHOOL DISTRICT unless otherwise modified in writing to include additional territories, and/or as specified in an End User License Agreement for GST software, and/or any other mutually agreed upon binding Proposal authorized by GST.

8. **DISCOUNTS**: GST guarantees DISTRICT discount prices for the following:
   o Custom mapping projects: A 20% discount on map labor.
   o Other Technical services: Master Plans, other related GIS tasks and consulting, and application development and other programming services shall apply a 25-30% discount on the total cost of each unique project. All discounts are based upon time and assigned hourly rate from the Billing Rate Schedule in #10.

9. **ADDITIONAL SERVICES**:   DISTRICT may contract with GST for additional services not specifically described under "A. SCHOOL DISTRICT SERVICE PACKAGE", "B. GST WEB ADDMATCH© PACKAGE", or "C. GST TRACTMAP MANAGER© PACKAGE". Said services shall be billed in addition to fees specified in "3. PAYMENT" and "5. NOT TO EXCEED", and based upon and for the hours worked and the rate and fee schedule listed below. Discounts will be offered on projects of extended duration. Discount applied is dependent upon project duration.

10. **BILLING RATE SCHEDULE**: The billing rate schedule for this Proposal is as follows:

FY18-19 BILLING RATE SCHEDULE

Classification	Hourly Rate
Data Entry	$42.00
Technician	$66.00
Sr. Technician	$112.50
Programmer	$145.00
Database Developer/DBA/Manager	$181.00
Manager	$121.00
Sr. Manager	$139.00
Web Developer/Designer	$121.00
Presenter/Facilitator/Coordinator	$200.00
Trainer (class size 1-3 students)	$150.00

11. **DEPENDENCY TASKS**: GST assumes no responsibility or liability for project delays, or failure to include any information or Data, or complete a required task and/or project, due to delays or failure on the part of DISTRICT, including its agents and/or other consultants, to properly provide necessary District information and/or perform necessary dependency tasks, which results in lack of reasonable and sufficient time for GST to properly process and/or prepare information, and/or complete a required task as defined in this Proposal.

12. **INDEPENDENT CONTRACTOR**: GST, while engaged in the performance of this Proposal, is an independent contractor, and is not an officer, agent or employee of DISTRICT.

13. **HOLD HARMLESS**:   The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, their respective officers, agents, servants and employees, of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Proposal by such indemnifying party, or its officers, agents, servants and employees.

This indemnification shall apply with equal force to any and all liabilities, claims, debts, damages, demands, suits, actions and causes of action related to actual or alleged infringement or violation of any copyright, patent, license, trade secret or similar intellectual property rights by DISTRICT or subcontractor of DISTRICT.

14. **LIMITATION OF LIABILITY**: To the maximum extent permitted by applicable law even if a remedy fails its essential purpose, in no event shall GeoSpective Technologies™ be liable for any special, incidental, direct, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software and/or services

under this Service Proposal, or the provision of or failure to provide support services, even if GeoSpective Technologies™ has been advised of the possibility of such damages. In any case, GeoSpective Technologies™ liability under any provision of this District Proposal for Geographic Services shall be limited to the amount actually paid by DISTRICT for services under this Service Proposal.

15. **INTERNET/TRANSMISSION DISCLAIMER**: GST does not and cannot control the flow of data over the Internet or the integrity of the Internet (the global system of interconnected computer networks). Therefore, GST disclaims all liability for loss of data, corruption of data, or inability to provide Services, as a result of disruptions, slowdowns, breakdowns, or other technical issues affecting the Internet.

16. **ACCEPTANCE**: This service Proposal is considered accepted in its entirety by both parties when DISTRICT issues a Purchase Order and/or Contract for GST Services based upon the articles here within, thus binding both parties to the terms and conditions outlined here within this service Proposal.

17. **CHANGES:** This Proposal may only be amended in writing by the mutual consent of the parties hereto.

18. **TERMINATION**: This Proposal will NOT automatically renew. Any new term will require a new Proposal to be signed by both parties prior to any services taking place. DISTRICT will provide GST with written notice no less than sixty (60) days prior to the expiration of this Proposal if DISTRICT, at its option, elects to NOT pursue a service Proposal with GST for FY18-19. If such written notice is received, or if this Proposal expires and is not superseded with a new mutually agreed upon Proposal for GST services as outlined here within, the following termination conditions and terms apply:

GST Geographic Data: (a) DISTRICT must cease use of any and all GST Geographic Data provided under this Proposal; (b) DISTRICT must remove GST Geographic Data from any and all Database tables and storage devices, and destroy all copies of GST Geographic Data then in DISTRICT possession and/or control, (c) DISTRICT shall take such other actions as GeoSpective Technologies™ may reasonably request to ensure that no unlicensed and/or unauthorized usage of GST Geographic Data continues after the expiration of this Proposal, and all copies of GST Geographic Data no longer exist in DISTRICT possession and/or control; (d) At the option of GST, DISTRICT shall sign and return a "Verification of Non-Use of Proprietary Data" form indicating DISTRICT has compiled with aforementioned termination terms and conditions related to GST Geographic Data.

GST Software and/or SaaS (a) DISTRICT must cease use of any and all GST Software licensed under this Proposal; (b) As applicable, DISTRICT must uninstall and/or remove GST Software from any and all computer storage devices, and destroy all copies of GST Software then in DISTRICT possession and/or control, (c) DISTRICT shall take such other actions as GeoSpective Technologies™ may reasonably request to ensure that no unlicensed or unauthorized use of GST Software continues after the expiration of this Proposal, and as applicable, all copies of GST Software no longer exist in DISTRICT possession and/or control; (d) At the option of GST, DISTRICT shall sign and return a "Verification of Non-Use of Proprietary Software" form indicating DISTRICT has compiled with aforementioned termination terms and conditions related to GST Software.

GEOSPECTIVE TECHNOLOGIES (DBA)	PERRIS UNION HIGH SCHOOL DISTRICT
6960 Magnolia Avenue, Suite 205, Riverside, CA 92506	155 East 4th Street, Perris, CA 92570-2124

_____   _____
Signature and Date   Signature and Date

Elizabeth Dover, DBA
GEOSPECTIVE TECHNOLOGIES (or Designee)
_____   _____
Name/Title (Please Print)   Name/Title (Please Print)