

**CONTRACT FOR GENERAL SERVICES
FOR 210227-DG Asset Data Collection Cyclomedia**

THIS CONTRACT is being entered into this _____ day of _____, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Cyclomedia Technology, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Wisconsin.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a) Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	Asset Inventory Data Collection and Extraction services.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See paragraph A-2	Expiration Date One year from Notice to Proceed	Option Periods Four one-year periods
Contract Type As defined in Section B-1	The contract type is Firm Fixed Fee Price		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$737,500.00		Fixed Fee

(b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
<div>Attachment 1 – Statement of Work</div> <div>Schedule "A" Datasets to be Delivered</div> <div>Schedule "B" License Agreement and Service Schedule</div>

(c) City Project Manager Per Section D-4, (a)	Name Joseph Norby	Phone 702-229-6015	Email jnorby@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Connor Burns	Phone 714-906-4402	Email cburns@cyclomedia.com

(d)	City Legal Notice Representative per Section E-1		
Company Legal Notice Representative Per Section E-1	Name & Title Susanne Arts – van Straten Legal, Compliance and Support Manager	Address 8215 Greenway Blvd, Suite 300 Middleton, WI 53562	Email sarts@cyclomedia.com

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) “*Contract*” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) “*Contract Amount*” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “*Deliverable*” means any report, hardware, Information Products as defined in Schedule B attached hereto, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) “*Fixed Fee Contract*” means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.
- (f) “*Non-Exclusive Contract*” means a Contract under which the City agrees to obtain some, but not necessarily all, of the City’s requirements for a particular service.

SECTION C – Statement of Work

C-1 Statement of Work

Services will be provided in accordance with the Statement of Work attached as “Attachment 1”

SECTION D – Special Conditions

D-1 Pricing and Payment [CAO-6/2020]

- (a) Payment Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of a timely invoice submitted in accordance with Section D-3, “Invoices”.
- (b) The City will pay the Company in accordance with the pricing set forth in “Attachment 1” to this Contract.
- (c) The prices set forth herein include the costs and expenses associated with providing and performing the services for the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract.
- (d) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable or under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, the pricing for the services shall remain firm.

D-3 Invoices [CAO-9/2020]

- (a) The Company will timely submit a detailed invoice to the City within sixty (60) days after performance of services performed and accepted, and delivery of associated Deliverables. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101-2986

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) copy of the applicable Deliverable associated with the invoice

The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the

right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-04/2020]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
 - (v) The Company shall also maintain coverage for cyber liability, network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Company's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public Data – including but not limited to, confidential or medical or private/personal identifiable information, transmission of a computer virus, or denial of service. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate

tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-4/2020]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. The Company warrants that the Services and Deliverables will be free of harmful code such as viruses, Trojan horses, worms, time bombs, disabling code, malware, or other harmful computer code, file or program (including without limitation password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, and/or encryption circumvention programs).

D-7 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veterans Day

Thanksgiving Day and Friday After

Christmas Day

New Year's Day

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
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FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:
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- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Statement of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Statement of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (c) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of

Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods

- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of a party to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of that party to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business

hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

Except as defined in Schedule B as "Cyclomedia Property", all deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's

compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO-4/2020]

(Applicable to contracts with an estimated annual amount over \$100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

E-33 Miscellaneous [CAO – 4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

CYCLOMEDIA TECHNOLOGY, INC



Jul 6, 2022

Tonya Kemble
Manager, Purchasing & Contracts

Date

Bryan Mueller
VP of Finance

Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk

Date

APPROVED AS TO FORM:



Deputy City Attorney

7/6/22

Date

John S. Ridilla
Chief Deputy City Attorney

ATTACHMENT 1

City of Las Vegas, NV

Statement of Work, April 7th, 2022



Connor Burns, Sales Manager
©2022 Cyclomedia Technology, Inc.



Statement of Work

This statement of work details services to be performed and products to be delivered by **Cyclomedia Technology, Inc.** to the **City of Las Vegas, NV** (the "Client"), pricing and payment terms, and the designated project areas with respect to the defined deliverables.

1. Deliverables/Professional Services:

1.1. Professional Services:

360° GeoCycloramas™ will be captured for approximately **2,100** total miles which will include LiDAR capture and processing, that will be generated from the shapefiles provided by the Client.

- Prices include cloud-based storage and access for the duration of the license term.
- All standard license terms and agreements apply. See attached Schedule B.
- As long as Client continues to be an active customer (i.e. has a current license to Cyclomedia Imagery), no additional fees will be charged for storing historical data.
- Data Analytics – Asset Feature Extraction, collection of geolocated asset data to be delivered via file geodatabase (GDB), attached as Schedule A.
- Privacy Filter – face and license plate blurring must be included for public sites.
- Elevation Visualization Tool – generated from the LiDAR point cloud, allows users to rapidly visualize change in elevations and make measurements within the solution (i.e. water issues, slopes, crowns, pot-holes, etc.).
- Esri and Autodesk integrations and customer support
- Two days of virtual training with a Cyclomedia Solution Engineer
- The Client's access to and use of the Professional Services is subject to the Client accepting and agreeing to the Cyclomedia End User Terms and Service Schedule attached as Schedule B.

1.2. Software:

Unlimited logins for City staff to access GeoCycloramas using Street Smart web applications for the duration of the license term. Staff with licenses for the appropriate Esri™ products can also access GeoCycloramas using, Street Smart for ArcGIS Online and the Street Smart Widget for ArcGIS Web AppBuilder.

2. Fee Schedule:

Prices valid 45 days from date of Statement of Work.

2.1. Professional Services:

Description	Quantity	Total
*3D GeoCyclorama Imagery with LiDAR	2,100 miles	\$241,500.00
Elevation Visualization Tool	2,100 miles	\$10,500.00
Privacy Filter (Blurring of Faces / License Plates Only)	2,100 miles	Included
ESRI ArcGIS integrations, customer support, and troubleshooting	2,100 miles	\$2,500.00
*Data Analytics – Asset Feature Extraction (see "Schedule A" Datasets to be Delivered)	2,100 miles	\$483,000.00
Two Days of Virtual Training with a Cyclomedia Solution Engineer	2	Included
Total Project Amount		\$737,500.00

* A Mobilization fee of 30% of the imagery (3D GeoCyclorama) license fee (\$72,450.00) and data analytics (Asset Feature Extraction) fee (\$144,900.00) will be invoiced on signature of license agreement. All other elements of the offer, including the remainder of the license fee (\$169,050.00), data analytics fee (\$338,100.00), Elevation Visualization Tool, and ESRI Integration support will be invoiced as imagery and



data are published and delivered to the City. Any mileage delivered over the contracted amount will be invoiced @\$160 per mile.

This Agreement allows for access to the imagery and software for one (1) year from the delivery date. Should the Customer decide after that time to not have Cyclomedia re-drive but wishes to continue to access the imagery captured, there is a \$15.00 per mile annual fee.

NOTE: Client required to download LiDAR point cloud data within 60 days of availability if Client does not choose to buy 3D GeoCycloramas with LiDAR Point Cloud Integration and Hosting. A premium fee will be charged for Cyclomedia to host the LiDAR Point Cloud Data over the license term.

2.2. Optional Products/Services:

- 2.2.1** Asset Extraction Services: See Schedule A, Datasets to be Delivered
- 2.2.2** Customer Support:
Service Portal, Troubleshooting No Additional Charge
- 2.2.3** LiDAR Point Cloud Hosting:
Access to Point Cloud data in Street Smart with ability to download LAZ files for selected areas. Available for annual license fee of \$10 per mile.
- 2.2.4** Training:
Up to two hours of web-based training is included with the license agreement.
On-site training is available for \$1,750.00 per day plus travel expenses and training materials (estimate for travel and materials is \$1,500).

3. Corporate Information:

Firm Name	Cyclomedia Technology, Inc.
Business Address	8215 Greenway Blvd Suite 300 Middleton, WI 53562
General Contact Information	Info-us@Cyclomedia.com (510) 900-5142
Point of Contact	Connor Burns, Sales Manager E: cburns@cyclomedia.com T: (714) 906-4402

3.1. Cyclomedia Technology, Inc. Project Team

Frank Pauli, Chief Executive Office	fpauli@cyclomedia.com	(510) 900-5142
Connor Burns; Sales Manager	cburns@cyclomedia.com	(714) 906-4402
Kory Ainsworth, PSM II; Operations Mgr	kainsworth@Cyclomedia.com	(608) 921-9172
Ben Levine, Solution Engineer	blevine@cyclomedia.com	(832) 943-9985

3.2. Cyclomedia Content

Our patented technology creates a GeoCyclorama™ which is a spherical 360° panoramic image. More than just pictures, GeoCycloramas provide an immediate and comprehensive



overview of the geography. GeoCycloramas are recorded every five (5) meters (approximately 16.4 ft.); providing multiple viewing perspectives of all objects.

3.3. Software:

3.3.1 Street Smart™:

This interactive web viewer built on HTML5 technology provides cloud access to GeoCycloramas and tools.

- Use Street Smart on the desktop or tablet
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the Street Smart API
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images

3.3.2 Street Smart Widget for Web AppBuilder for ArcGIS:

Bring GeoCyclorama display into applications created using Web AppBuilder with the Street Smart widget.

- Add recording point layer to web map used in the application
- View GeoCycloramas
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images
- Edit feature layers in the web map with the measurement tool or enable ad hoc measuring

3.3.3 Street Smart for ArcGIS Desktop:

Visualization, measurement and overlay tools within ArcMap or ArcGIS Pro allow you to fully leverage the power of GeoCycloramas within your existing ArcGIS environment.

- Open GeoCycloramas from a recording point layer added to the map
- View one or multiple GeoCycloramas
- Measure on GeoCycloramas
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D
- Save GeoCyclorama views as images

3.3.4 Hosting:

- Street Smart Cloud – Secure, scalable hosting service managed by Cyclomedia is included with the Project. Cyclomedia processes and stores GeoCycloramas in the Microsoft Azure Cloud.
- Street Smart Administrator – The named administrator can view the settings and statistics for the customer account in the Street Smart account tool. New accounts, restrictions and permissions are managed by Cyclomedia.
- If you prefer to host the data on premise, Street Smart Server is available for an additional fee.
- For active customers with multiple data collections, the two most current GeoCyclorama collections are stored as high-definition 100-megapixel images. Unless prior arrangement is made, older years are resampled to 11 megapixels.

3.3.5 Developer Tools:

Street Smart APIs are industry standard Javascript APIs. Documentation, code examples and support is available through our website. Professional services may be purchased for application development assistance for \$1,750.00 per day plus travel expenses.



3.4. Acquisition

Cyclomedia's solution will provide the Client with high resolution, 100-megapixel images captured every 5-meters with high accuracy. Multiple images will be available in which to view, analyze, and measure assets.

In order to determine the proper coverage, Cyclomedia will refer to the Shapefiles provided by the Client that delineate the area to be driven in one or multiple passes. The Cyclomedia vehicle is equipped with a tracking device. This enables Cyclomedia managers to login and track the location of the driver.

Images will not be collected during rainstorms, dust storms, with snow cover, at night or during any other environmental factors that will obscure the image quality and detail. It is Cyclomedia's standard operating procedure that imagery is only collected when the sun angle is at least 24° above the horizon and with minimal moisture in the environment.

4. Production

During the image production phase, Cyclomedia will ensure that the imagery is of high quality and meets internal quality control standards for imagery including, at a minimum, images will be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360° image. Our patent portfolio enables Cyclomedia alone to construct geometrically correct 360° images from a moving vehicle, creating distortion-free street level imagery. Our unmatched location fidelity (+/- 10 cm and less than 4-inch absolute accuracy) allows our imagery to become a valuable GIS asset.

The five images captured by our camera unit at each recording point are prepared for editing including adjustment for white balance, chromatic aberration, de-mosaicking (color filter array interpolation), color artifacts reduction and tone mapping and then combined into a 360° view. Several different image operations are performed on the 360° image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.

The LiDAR data is processed to produce a depth surface for Cyclomedia's MeasureSmart technology. MeasureSmart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas. MeasureSmart makes measuring quicker and easier.

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after the automated reporting or after visual inspection. Examples of problems that are caught by the quality control process are over or underexposure, wide class differences between the front and rear camera, or high inaccuracy in the position. In addition, systematic series of images are randomly checked for visible defects, such as dirt or water on the lenses or low sun angle glare. Quality control requires that images in urban areas are visually inspected every third image and those in outlying areas are inspected every tenth image. In addition, the team will also check whether the recordings completely cover the project area.

This completeness check is done based on the recording locations compared with the Client's map or Open Street Map data stored by default in Street Smart. Images that have been rejected or areas that are missing will be redone in the rework process. Repair work or rework, modifications and/or replacements that are not covered by this SOW are capture areas or miles that are a result of incomplete or incorrect Customer referenced capture files (street centerlines, area boundaries, or other data) that define the Project Area of Interest as described in Figure 2 and referenced shape file.



5. Schedule and Delivery

This Project covers the capture of approximately 2,100 miles. Cyclomedia will plan, drive, process, and perform quality control on the imagery commencing as soon as practical following the signing of the license agreement.

A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas. At this rate, collection of this project will require an estimated three weeks of collection including contingency time for bad weather and missed days. Cyclomedia will make images accessible approximately six weeks after the start of image collection.

5.1. Data Dictionary

A project kickoff meeting is usually scheduled within the two weeks following the fully executed agreement or the official notice to proceed. During the kickoff meeting the standard definitions of each of the assets in the data dictionary and the attributes of each of them will be reviewed by Cyclomedia and the Client. At the completion of this kickoff meeting, Cyclomedia will send an email to the client confirming that the standard assets and attributes have been reviewed and agreed upon. The client is required to acknowledge confirmation by email that this has been completed and the client agrees. Any delays in receipt of the acknowledgement beyond 3 business days may result in a delay to the total project schedule.

If there is any lack of agreement, the sale staff will engage with the client to work out a written change order for the additional cost of non-standard assets or non-standard attributes. After the change order is fully executed, the process of confirming the revised data dictionary will begin again until Cyclomedia and the client have acknowledged agreement by email. Once there is acknowledged agreement of the data dictionary and all assets, the project will be scheduled.

5.2. Schedule for Data Collection and Publication

The schedule for data collection depends on geographic location, availability of systems and staff, and weather restrictions. Cyclomedia cannot accurately collect any data below 32 degrees F and cannot collect LIDAR with snow on the ground due to reflectivity. Typical schedule times are 3-6 weeks, more during the busy times of the year, or when awaiting snow melt to be complete.

Once initial data collection starts, the project proceeds forward in drive areas. The data is reviewed for quality and completeness by the Cyclomedia team and is then submitted for the automated processing using Cyclomedia's proprietary cloud software. The post-processed data is again reviewed for quality and is then published. The first images through this entire process will be published for the client to see approximately 6 weeks after the first drive is completed. Additional imagery will be published in cascading drives, and the final imagery will be published approximately 6 weeks after the final drive is completed. At times, the drives are non-contiguous such as when systems are redeployed due to weather delays and must then be rescheduled to complete the collection process. If the drive collects 95% of the agreed upon Area of Interest, Cyclomedia may determine that the drive is complete.

After the first several data sets have been published, if included in the contract, client training will be scheduled so that the client is given instruction on how to access and use the data sets as published.

5.3. Schedule for Data Extraction

Once the imagery is published, the process of extracting creates the data files of the assets and the attributes of each of the items included in the data dictionary. This step cannot begin until after imagery is complete and typically takes 30 days to schedule, but if data collection is part of the project, these 30 days can be covered by the data collection and publication process so that the data extraction can begin soon after publication.



Cyclomedia will prepare an initial data extraction on a small portion of the project (between 10 to 50 miles, or 100 – 200 property images or elevations), known as **Phase Zero**. This Phase Zero sample will be delivered to the client, the delivery manager will review the submittal with the Client during a project status meeting. The purpose of the status meeting and Phase Zero submittal is to confirm to the client that the deliverables are meeting the specifications of the data dictionary. If obvious issues are mutually discovered, the delivery manager will review the data dictionary specifications and take actions as appropriate. The Client shall have one week to further review the Phase Zero submittal and shall confirm in writing that the Phase Zero deliverable is appropriate for the project. Any issues or concerns by the Client that the Phase Zero deliverable is not conforming to the approved data dictionary shall immediately be brought to the attention of the delivery manager.

The project cannot continue until the client acknowledges that the Phase Zero deliverable complies with the data dictionary. Any delays in this acknowledgement may have DISPROPORTIONAL delays in the entire project as the extraction team may be redeployed to other projects.

Once the acknowledgement is completed, the data extraction will be scheduled and completed. All further Phase Deliverables will align with the Phase Zero specification.

Two weeks after the final deliverable to the Client, the project will be deemed accepted.

6. Quality Control

The recording of 3D Cycloramas takes place systematically and on a large scale. However, we do not lose sight of the details and we strive for the maximum coverage in each recording area. The recording area is agreed upon with the customer before capture, and will define the locations where images will be recorded. On roadways divided by a median, the images are recorded in both directions. We photograph all paved public roads. Private properties and Risk areas are excluded from capturing. Prior to delivery, we check the dataset for its completeness and quality and return to recapture any missing 3D Cycloramas, if necessary.

During capture, parts of the project area can be non-accessible because of construction, etc. Further, 3D Cycloramas can be rejected during the internal quality check. If more than three 3D Cycloramas in a row are missing and redrives are necessary, these streets will be captured again. Cyclomedia will only return for recapturing if more than 5% of the agreed project area is missing or doesn't meet the quality criteria.

6.1. Data Collection

Resolution: Cyclorama/360°image = 14400 x 7200 pixels (100 MP)

Field of View:

- Horizontal (HFOV): 360°
- Vertical (VFOV): 180° (in which part of the photography vehicle is visible and the lowest 30° is monochrome)
- Spatial pixel size:
- Cyclorama: 0.025° (= 0.44 cm <0.17 in> at 10 m <33 ft> from the capture location)

Positioning quality:

- The average standard deviation of the position is 10 cm (4 in), while the orientation deviation is 0.1° (excluding in long tunnels, forested areas and urban canyons).
- Metric Quality:
- Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025° for HD-Cyclorama's, and 0.075° for standard resolution.
- Precise measurements of objects: X, Y and Z measurements have an average absolute standard deviation of 10 cm (4 in), excluding in long tunnels, forested areas and urban canyons.
- Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of approximately 2 cm (0.4 in)



6.2. Data Extraction

Detection distance of objects:

- Objects > 25cm x 25 cm: up to 10 meters from the car
- Objects > 50cm x 50 cm: up to 30 meters from the car
- Both only when the object is visible in at least 1 image.
- Objects beyond 30 meters do not have a quality specification

Positional accuracy (absolute):

- The average standard deviation of all the measured points is 10 cm or 4" inches (1- σ) in all directions, except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.

Standard completeness/correctness of delivery:

- Goal is 95% of all the specified objects that are visible on the GeoCyclorama, and within distance spec. from the Cyclorama recording locations, are inventoried. Of the objects detected, 95% are expected to be accurately extracted and attributed.
- In tunnels, the objects are only inventoried if there is enough light to take photographs. Also, the positional accuracy will decrease inside tunnels.
- Quality control is done via a statistical process where the number of checks depends on the size of the dataset, based on the AQL method. 100% QA is not performed.

6.3. Conforming Data Quality

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the client does not provide written documentation of quality outside of specification within 15 days of delivery to the client, that data is deemed acceptance. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

6.4. Cyclomedia Product Specifications:

Cyclomedia product offers and solutions are summarized in the above sections. Product specifications that define the details for Client deliverables are listed below and available as separate PDF documents upon request.

- Street Smart
- 3D GeoCyclorama
- LiDAR Point Cloud
- Blurring Process
- Data Analytics Standards by Vertical
- Cutouts for Tax Assessment

6.5. Other

Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost. If tax cutouts are included in the scope, there are additional requirements from the client to provide acceptable data to Cyclomedia to perform the project.

7. Training

Up to two (2) hours of web-based training is included with the license agreement. On-site training is also included as part of this project and will need to be scheduled with between a Cyclomedia Solution Engineer and the City. Please contact Cyclomedia for additional web-based training pricing. A technician is available to answer questions via email or phone for the duration of the license term.

8. Technical Support

Technical support services, via phone or email, are available via the Cyclomedia Service Desk contact form for all support cases is on our website at: <http://www.Cyclomedia.com/us/Globespottercontact>
Typical response/resolution time for tech support inquiries is within 24 hours of initial contact.



9. Project Management

Cyclomedia will designate a Project Manager ("Cyclomedia PM") for this project who will be the main point of contact for all communication with the Client. The Cyclomedia PM will lead its project team and ensure the project progresses with minimal interruption to the proposed schedule.

10. Invoicing

Cyclomedia Technology Inc. will invoice as follows:

- 30% of imagery and data analytics as a mobilization fee – \$217,350.00
- Remaining 70% of imagery and data analytics upon delivery – \$507,150.00
 - Imagery and asset data may be delivered and billed in Phases (e.g., Phase 1 & 2)
- Elevation Visualization Tool upon publishing of all imagery – \$10,500.00
- ESRI Integration support upon publishing of all imagery – \$2,500.00
- Net 30-day payment terms

11. Final Delivery Report

The Final Delivery Report provides the Client with a summary of the overall miles driven, areas collected and positional accuracy of the recording points. Each GeoCyclorama has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information. The accuracy of each recording point is reported to the Client geographically in a heat map as Figure 1 below demonstrates.

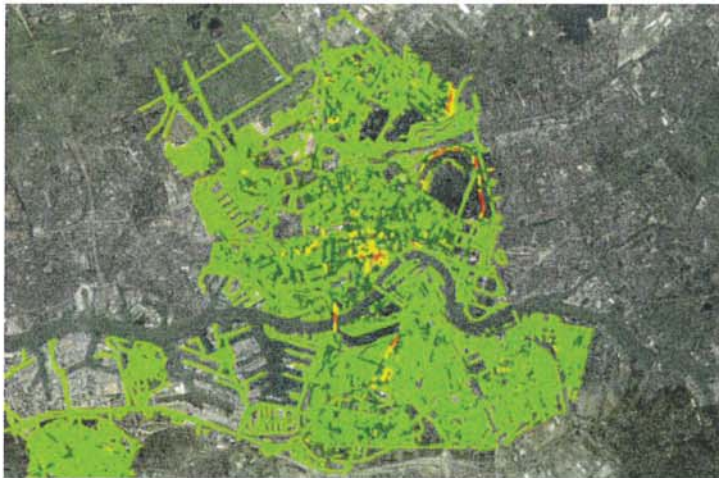


Figure 1. Green shows high positional accuracy, red is poor positional accuracy due to minimal GPS/IMU signal under urban canyons and dense vegetation.

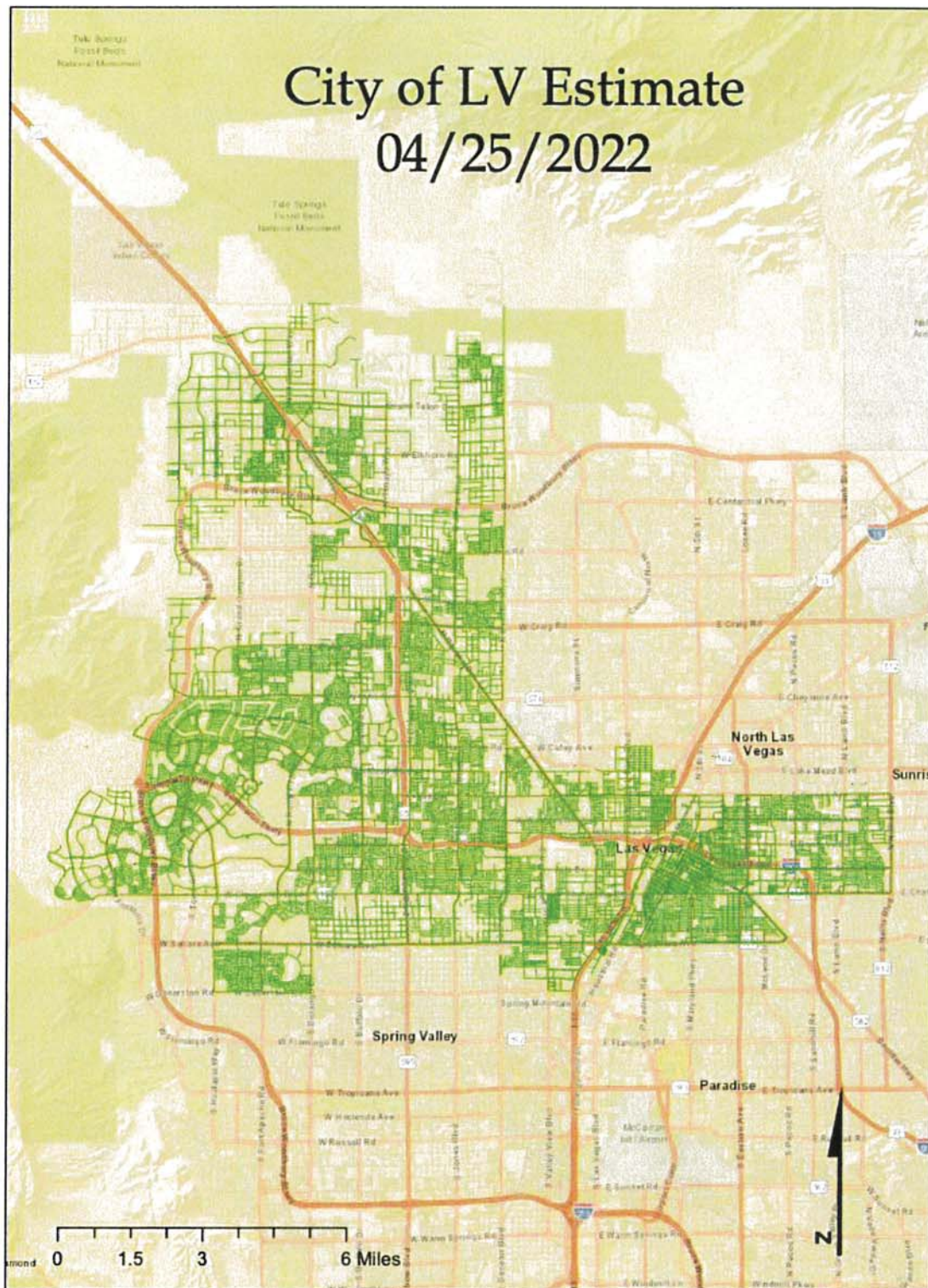


Figure 2. For purposes of clarification and context, the green area (roads) highlights the Area of Interest provided to Cyclomedia during scoping discussions.
Reference shapefile = LVEdited04252022.zip.



SCHEDULE "A"

Cyclomedia Asset Inventory Services Datasets to be Delivered

(NOTE: list is not exhaustive - other assets and attribution can be added
based on needs, requires scoping and additional pricing)

Item	Asset	Type	Field Name	Pick List	Notes
1	Internally Illuminated Street Name Signs	Point	id		Feature UID
			condition	5-star rating system	Good (5) no visible issues with sign, fair (3) slight fading or bent edges, Poor (1) sign is not legible due to bullet holes, graffiti etc.
			height		Height of sign delivered in inches.
			width		Width of sign delivered in inches.
			text		Provide text as shown on sign
			*style	Standard or Custom	Defines if the design style is custom
			recordedat		Date/Time Stamp
			ssurl		Street Smart URL – direct link to imagery
			x		X Coordinate
			y		Y Coordinate
			z		Z Coordinate
2	Traffic signs	Point	id		Feature UID
			condition	5-star rating system	Good (5) no visible issues with sign, fair (3) slight fading or bent edges, Poor (1) sign is not legible due to bullet holes, graffiti etc.
			code	MUTCD	MUTCD code for sign. Where MUTCD doesn't apply use R-Other, W-Other, G-Other, I-Other etc.
			height		Height of sign delivered in inches.
			width		Width of sign delivered in inches.
			posttype	Wood, SL pole, TS pole, round pipe, square tube, other	
			direction	N,S,E,W,NE,NW,SE,SW	Direction sign face is facing
			text		Provide text as shown on sign; applies only to "Other" categories of signs (non-standard MUTCD)
			offsetheight		Height from bottom of sign to ground.
			recordedat		Date/Time Stamp
			ssurl		Street Smart URL – direct link to imagery
			x		X Coordinate
			y		Y Coordinate
			z		Z Coordinate
3	Traffic beacons	Point	id		Feature UID
			type	Stop, Pedestrian, Warning, RRFB, School, Other	Type of flashing beacon



			recordedat		Date/Time Stamp
			ssurl		Street Smart URL – direct link to imagery
			x		X Coordinate
			y		Y Coordinate
			z		Z Coordinate
4	Pavement striping	Line	id		Feature UID
			color	White, yellow	Color of pavement stripe.
			length		Length of pavement stripe delivered in feet.
			type	Dashed, solid, double solid, solid-dashed	Type of line(s) used to separate travel lanes.
			recordedat		Date/Time Stamp
			ssurl		Street Smart URL – direct link to imagery
			x		X Coordinate
			y		Y Coordinate
			z		Z Coordinate
5	Pavement markings	Point	id		Feature UID
			type	Crosswalk, turn lane, stop bars	
			recordedat		Date/Time Stamp
			ssurl		Street Smart URL – direct link to imagery
			x		X Coordinate
			y		Y Coordinate
			z		Z Coordinate
6	Intersections	Point or Polygon	id		Feature UID
			crossstreets		
			signalized	Yes/No	
			recordedat		Date/Time Stamp
			ssurl		Street Smart URL – direct link to imagery
			x		X Coordinate
			y		Y Coordinate
			z		Z Coordinate
7	Signal poles	Point	id		Feature UID
			*luminair	single or double or LED, NA	
			*luminairtype	Cobra, Round, Square, Other, NA	
			*poletype	1A or XXA	
			backplate	Boolean	
			*additionalattachments	Small Cell	Additional mounted hardware
			recordedat		Date/Time Stamp
			ssurl		Street Smart URL – direct link to imagery



			x	X Coordinate
			y	Y Coordinate
			z	Z Coordinate
8	Signals, mast arms	Point	id	Feature UID
			recordedat	Date/Time Stamp
			ssurl	Street Smart URL – direct link to imagery
			x	X Coordinate
			y	Y Coordinate
			z	Z Coordinate
9	Signal cabinets	Point	id	Feature UID
			mountedtype	Ground, Pole Describes if the traffic cabinet is mounted on a pole or on the ground
			*additionalattachments	Small Cell Additional mounted hardware
			recordedat	Date/Time Stamp
			ssurl	Street Smart URL – direct link to imagery
			x	X Coordinate
			y	Y Coordinate
			z	Z Coordinate
10	Streetlights	Point	id	Feature UID
			assignedto	Blank field for City of Las Vegas to populate
			height	Height of streetlight measured from bulb to base of pole.
			*fixturetype	Cobra, Round, Square, Other
			polematerial	Steel, Concrete, Wood, Other
			*additionalattachments	Small Cell Additional mounted hardware
			recordedat	Date/Time Stamp
			ssurl	Street Smart URL – direct link to imagery
			x	X Coordinate
			y	Y Coordinate
			z	Z Coordinate

*NOTE: Custom attribution requires reference material from Customer, such as sample images and domain descriptions.



SCHEDULE "B"

Cyclomedia License Agreement and Service Schedule – SaaS

This License Agreement ("**Agreement**") is made and entered into as of this ____ Day of _____, 2022 ("**Effective Date**") by and between Cyclomedia Technology, Inc. ("**Cyclomedia**"), a Delaware corporation with its principal place of business at 8215 Greenway Blvd, Suite 300, Middleton, WI 53562 (USA), and the City of Las Vegas, NV ("**Customer**"), a Local Government Entity with its principal place of business at 495 S. Main St., Las Vegas, NV 89101.

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY, INC.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THEY MATERIALLY AFFECT THE PARTIES' OBLIGATIONS. CYCLOMEDIA TECHNOLOGY, INC. WILL ACCEPT ORDERS AND DO BUSINESS ONLY ON THE TERMS AND CONDITIONS BELOW.

1. **ENTIRE AGREEMENT.** These terms and conditions ("**Terms**"), together with the Contract for General Services, Service Schedules and Order Form(s), contain all of the terms and conditions of the agreement between Cyclomedia and Customer for the services to be sold or provided to Customer, to the exclusion of any other statements and agreements, and to the exclusion of any terms and conditions incorporated in Customer's order or other documents of Customer. Cyclomedia's acceptance of Customer's order is expressly conditioned on Customer's acceptance of these Terms, and Customer, upon placing an order, accepts these Terms in their entirety without modification. If any of these Terms conflict with any of the terms of any Contract for General Services, Service Schedule or Order Form, the terms of the Contract for General Services will control with respect to the covered Services and the Order Form will take precedence and control solely with respect to the Services covered by that Order Form.

2. **DEFINITIONS.** In addition to terms defined in these Terms, the following terms will have the following meanings.

2.1 **"Authorized Users"** means those individuals authorized by Customer to access the Cyclomedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

2.2 **"Cyclomedia Data"** means the statistical data collected by the Cyclomedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to Cyclomedia Offerings, Image Material, Information Products and configuration settings.

2.3 **"Cyclomedia Offerings"** means the Services as defined in the applicable Service Schedule.

2.4 **"Cyclomedia Property"** means the Cyclomedia Offerings, Documentation, Image Material (excluding the Information Products), Cyclomedia Data, Cyclomedia's Marks (including without limitation "Cyclomedia"), Cyclomedia's Confidential Information, and all corresponding intellectual property rights.

2.5 **"Customer Data"** means all data or information provided or submitted by Customer.

2.6 **"Customer Property"** means Information Products, Customer Data, Customer's Marks, and Customer's Confidential Information and all corresponding intellectual property rights.

2.7 **"Documentation"** means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Cyclomedia Offerings, in digital or printed form.

2.8 **"Image Material"** means the 3D data, photographs taken from land, air, or water and digital seamless 360-degree photographs taken at street-level ("GeoCycloramas")



related to the Cyclomedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

2.9 **"Information Products"** means the extracted data, datasets and/or object information and/or change detection data related to the Cyclomedia Offerings in any form, including but not limited to extracted 3D datasets and data regarding traffic signs, road markings and light poles delivered to Customer pursuant to the Contract for General Services; as well as deliverables produced by Cyclomedia and delivered to Customer, including compilations and reports of datasets not hosted by Cyclomedia, which are considered "Works made for hire". Such deliverables include any and all extracted asset feature datasets delivered to the Customer pursuant to the Contract for General Services.

2.10 **"Marks"** means any trademarks, service marks and logos, whether registered or unregistered.

2.11 **"Order Form"** means the form signed by Customer that specifies the Services Customer is purchasing, in the form contained in Exhibit A.

2.12 **"Service(s)"** means the provision of Software, Image Material, Information Products, hosting and maintenance and professional services as described in a Service Schedule and specified in an Order Form.

2.13 **"Software"** means the object code version of the Cyclomedia software, whether such software is accessed remotely over the Internet or is provided on media to Customer for use on computing devices under the control of Customer.

2.14 **"Subscription Term"** means the term during which Services are made available to Customer over the Internet, as defined in an Order Form.

2.15 **"Third Party Technology"** means the object code version of software or other technology that is licensed by Cyclomedia or Customer from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of Cyclomedia or Customer, as applicable.

3. **RESPONSIBILITIES.**

3.1 Cyclomedia Responsibilities. Cyclomedia will perform the Services as described in the applicable Service Schedule, beginning on the date identified in each applicable Order Form.

3.2 Customer Responsibilities. Customer (i) will provide or upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to be able to access the Cyclomedia Offerings; (iii) will not use the Cyclomedia Offerings for any inherently dangerous application or for an illegal activity; (iv) is solely responsible for backing up all Customer Data; (v) promptly will report to Cyclomedia any unauthorized use of the Cyclomedia Offerings; and (vi) will comply with all Customer requirements and use guidelines contained in the applicable Service Schedule ("**Use Guidelines**"). Customer shall allow each Authorized User access to the Services on a maximum of three computing devices.

3.3 User Names, Passwords and Compliance. Customer is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the Cyclomedia Offerings to its Authorized Users. Customer is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. Customer will notify Cyclomedia in writing within 3 days of Customer's discovery of any unauthorized use. CUSTOMER HAS SOLE RESPONSIBILITY FOR (I) ENSURING ITS OWN COMPLIANCE WITH ALL APPLICABLE LAWS OR REGULATIONS, AND (II) THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF ALL CUSTOMER DATA AND ACTIVITIES.



3.4 Cyclomedia Data Collection. The Cyclomedia Offerings may collect certain non-personally identifiable information that resides on Customer's computer system or is generated by Customer's use of the Cyclomedia Offerings, including, without limitation to, statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to the Cyclomedia Offerings, and configuration settings. This information may be used by Cyclomedia without restriction provided it is shared only on an aggregate, pseudonymized, and/or anonymous manner.

3.5 Subcontractors; Third Party Technology. Cyclomedia shall have the right to use or subcontract with third parties to provide the Cyclomedia Offerings; provided, however, that Cyclomedia is not released from responsibility for its obligations under these Terms. Cyclomedia shall have the right to use any Third Party Technology in the Cyclomedia Offerings, and such Third Party Technology incorporated in the Cyclomedia Offerings may be subject to the terms and conditions of the third party.

3.6 Delivery. Any delivery dates set forth in the applicable Order Forms are estimates only and Cyclomedia reserves the right to readjust delivery dates without liability; provided, however, that Cyclomedia shall use commercially reasonable efforts to provide or deliver all Cyclomedia Offerings on or before any applicable delivery dates. Cyclomedia may provide or deliver any Cyclomedia Offerings in whole or in installments.

3.7 Change Orders. If either party wishes to change the scope or performance of the Cyclomedia Offerings, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to Customer of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Cyclomedia Offerings arising from the change; (c) the likely effect of the change on the Cyclomedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party will be bound by any Change Order unless it is signed in accordance with Section 14.

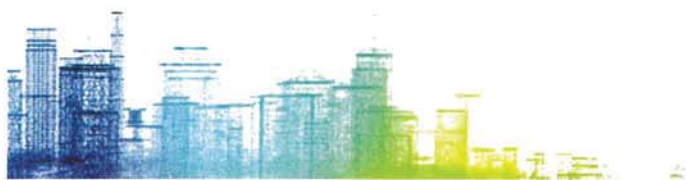
4. **FEES AND PAYMENT.**

4.1 Payment. Cyclomedia will invoice Customer for all payments, fees, and other costs due. All fees and costs are due in U.S. dollars and due and payable within thirty (30) days from the date of the invoice, unless the parties otherwise agree in writing. If Customer reasonably and in good faith disputes any invoice, Customer will notify Cyclomedia in writing of its objection within 10 days from the date of Customer's receipt of the invoice, provide a detailed description of the reasons for the objection, and pay the portion of the invoice that is not in dispute.

4.2 Suspension of Services. If Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time Cyclomedia believes in good faith that the prospect of payment is impaired, in addition to any of its other rights or remedies, Cyclomedia reserves the right to immediately suspend Services and Customer access to the Cyclomedia Offerings, without liability, until Customer pays all overdue amounts in full or in Cyclomedia's sole judgment provides adequate assurance of Customer's ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve Customer of its obligation to pay the total fees owed.

5. **TERM; TERMINATION; CHANGES.**

5.1 Term. These Terms continue until termination of the later of the last Subscription Term or completion of the Services provided under an Order Form (the "**Term**").



5.2 Termination for Cause. A party may terminate these Terms or any Order Form for cause: (i) 30 days following written notice to the other party of a material breach, provided such breach remains uncured; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Cyclomedia may terminate these Terms or any Order Form immediately upon a violation of the applicable Use Guidelines.

5.3 Effect of Termination. Upon termination of these Terms or an Order Form, the parties will return or destroy any Confidential Information disclosed under these Terms. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid Subscription fees unless Customer terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of a Subscription Term. The provisions of these Terms that should by their nature survive termination of these Terms will survive any termination.

5.4 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of the Services, the parties will negotiate appropriate changes to these Terms. If the parties cannot reach agreement within 30 days after Cyclomedia's notice requesting renegotiation: (a) Cyclomedia may, on a prospective basis after such 30 day period, pass any increased costs on to Customer; and (b) if Cyclomedia does so, Customer may terminate the affected Service on notice to Cyclomedia delivered within 30 days.

6. OWNERSHIP AND GRANT OF RIGHTS.

6.1 Cyclomedia Property. Title to and ownership of all intellectual property rights relating to the Cyclomedia Property will at all times remain with Cyclomedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by Cyclomedia, Customer, or a third party.

6.2 Customer Data. As between Cyclomedia and Customer, all Customer Data is owned by Customer. Customer grants Cyclomedia a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the Customer Data solely to perform its responsibilities under these Terms. Title to and ownership of all rights and intellectual property rights relating to the Customer Property will at all times remain with Customer.

6.3 Grant of Rights. During each Subscription Term, Cyclomedia grants to Customer limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the Cyclomedia Offerings identified in the applicable Order Form. Each Service Schedule will specify any additional license rights granted to Customer. All other rights are reserved by Cyclomedia.

7. CONFIDENTIAL INFORMATION.

7.1 Definition of Confidential and Proprietary Information. "**Confidential Information**" means trade secret other non-public information of or concerning a party or its business, suppliers, customers, products, or services, disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Without limitation, the Cyclomedia Offerings and Cyclomedia Data are Cyclomedia Confidential Information and Customer Data are Customer Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party, (ii) is or becomes publicly known through no wrongful act of Receiving Party, (iii) is rightfully received by Receiving Party from a third party without restriction, or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and,



in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

7.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. LIMITED WARRANTY.

8.1 Cyclomedia Offerings. Cyclomedia warrants the Cyclomedia Offerings will operate in substantial conformity with the applicable Service Schedule and Documentation provided by Cyclomedia to Customer. In the event of any breach of the warranty in this Section, which must be reported in writing by Customer within five (5) business days after Customer discovers or reasonably should have discovered such breach, Customer's sole and exclusive remedy, and Cyclomedia's sole obligation, will be for Cyclomedia to correct the reported nonconformity within a commercially reasonable period, as may be further described in the applicable Service Schedule. The media on which Software is delivered is warranted for thirty (30) days following delivery.

8.2 Limitations. Cyclomedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of Customer Data. Customer acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits Customer's accessibility to the Cyclomedia Offerings, and that on-line services are not guaranteed to be error-free. By using the Cyclomedia Offerings, Customer accepts all responsibility and risk associated with the use of the Cyclomedia Offerings and the Internet generally.

8.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT CUSTOMER'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.

9. LIMITATION OF LIABILITY.

9.1 Direct Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THESE TERMS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM (I) GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, OR (II) THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION SECTIONS OF THIS AGREEMENT; OR (III) ANY LOSSES OR LIABILITIES ARISING FROM A BREACH OF THE CONFIDENTIALITY/DATA PRIVACY/INTELLECTUAL PROPERTY RIGHTS OBLIGATIONS SET OUT IN THIS AGREEMENT; OR (IV) CLAIMS THAT ARE OTHERWISE COVERED BY



CYCLOMEDIA'S INSURANCE REQUIRED TO BE MAINTAINED, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS.

10. CUSTOMER REPRESENTATIONS AND WARRANTIES.

10.1 Regulations. Customer represents and warrants that it is currently complying and will continue to comply with all requirements of laws and regulations applicable to Customer's use of the Cyclomedia Offerings, and all other applicable federal, state and local laws, regulations and guidelines, including but not limited to those relating to export control, anti-corruption, and anti-terrorism ("**Regulations**").

10.2 Reliance. In connection with the performance of the Services, the parties agree that Cyclomedia may rely upon the Customer Data. Customer represents and warrants that the Customer Data is complete and accurate. If any error results from incorrect Customer Data supplied by Customer, Customer shall be responsible for discovering and reporting such error, payment of any and all fees and expenses incurred by Cyclomedia due to such error, payment for any additional Services to be performed by Cyclomedia due to such error, and supplying the Customer Data necessary to correct such error by reprocessing at the earliest possible time.

11. INDEMNIFICATION.

11.1 Indemnification by Cyclomedia. Cyclomedia will indemnify, defend, and hold harmless Customer, its directors, officers, employees, and agents, against any Action against Customer solely to the extent that the Action is based on a claim that any Software infringes any United States copyright or misappropriates any trade secret. Cyclomedia will pay costs and damages finally awarded against Customer in any such Action, or those costs and damages agreed to in a monetary settlement of an Action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and expense, either: (i) procure for Customer the right to continue using the Software as part of the Cyclomedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third Party Technology or Customer Property or an infringement or misappropriation claim if the Software is being misused, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by Customer or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and Customer's sole and exclusive remedy in the event that any claim or action is brought against Customer alleging that the Cyclomedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party.

11.2 Notification and Cooperation. The obligations under this Section are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing of the commencement of any Action, (b) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations as long as such compromise or settlement does not include a financial obligation on or admission of liability, fault, or misconduct by the indemnified party, and (c) the indemnified party cooperating with the indemnifying party in the defense at indemnifying party's sole cost.

12. RESERVED.

13. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the laws of the State of Nevada and the United States, excluding conflict of



laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state courts in Clark County, Nevada, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts.


14. **RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

15. **GENERAL. Assignment.** These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party. **Notices.** Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Order Form. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control. **Modifications; Severability; Waiver.** Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right. **Counterparts.** These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

16. **GENERAL.** Customer annually requests from its legislative body or funding authority funds to be paid to be paid to under this Contract or any Schedule and, notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not approve funds to be paid for any further agreement, Customer may, upon prior written notice to Contractor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return any product or equipment to Contractor and thereupon be released of any further obligation to make payments due thereafter.



In Witness Whereof, the parties have executed this Agreement.

Cyclomedia Technology, Inc.	City of Las Vegas, NV
By: 	By:
Print Name: Bryan Mueller	Print Name:
Title: VP of Finance	Title:
Date: Jul 6, 2022	Date:



SERVICE SCHEDULE

Street Smart Cloud - Software as a Service ("SaaS")

This Service Schedule applies in addition to the General Terms and Conditions ("**Terms**") to the provision of Street Smart Cloud, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

1. Definitions. In addition to terms defined in the Terms, the following terms will have the following meanings:

1.1 "**Cyclomedia Site**" means the website provided by Cyclomedia to Customer so it may access Street Smart, Information Products and Image Material on a remote basis.

1.2 "**Subscription Fee**" means the annual fee for a Street Smart Cloud Subscription.

1.3 "**Subscription Start Date**" means the date that the Order Form is submitted or is otherwise identified on the Order Form.

1.4 "**Subscription Term**" means the period defined in the applicable Order Form.

1.5 "**System**" means the computers, servers and related equipment used by or on behalf of Cyclomedia to provide access to the Services.

2. Cyclomedia Responsibilities. Cyclomedia will provide access to the Cyclomedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the Cyclomedia Site and Customer Data as set forth in this Schedule and the Terms. Cyclomedia will make reasonable efforts to make the Cyclomedia Site available to the Customer twenty-four hours a day, seven days a week.

3. Customer Responsibilities. Customer (i) will upload sufficient Customer Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to access the Cyclomedia Offerings; (iii) is solely responsible for providing adequate security of Customer's internal systems, Customer Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

4. Use Guidelines. Customer will use the Services solely for its internal business purposes and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Cyclomedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the Cyclomedia Offerings, (iv) transfer to third parties or permit third parties to use Customer's user name and password or Cyclomedia Property, (v) use the System or the Services for any acts that are contrary to any applicable Regulations, or (vi) copy any Documentation other than is necessary for the purposes permitted under these Terms and for backup purposes, provided that Customer shall not remove any of Cyclomedia's Marks when copying such Documentation. Cyclomedia may immediately suspend all access to the Cyclomedia Site and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services.

5. Management of Services. Cyclomedia is at all times entitled to make changes in the log-in procedure. Cyclomedia will notify Customer about such changes as soon as possible. Without prior notice being required, Cyclomedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or an Authorized User being entitled to claim any compensation from Cyclomedia.

6. Payment. Customer shall pay the agreed-upon Subscription Fee in advance. Cyclomedia may change its fees from time to time; provided, however, that Cyclomedia shall provide 30 days written notice of any change in fees. In the event that Cyclomedia shall increase its fees pursuant to this Section, Customer shall have the right to terminate its current Order Form effective the date of such change in fees. Customer's



obligation to payment of fees remains in full force and effect during any periods when the Services are inoperable.

7. Suspension of Service. Cyclomedia has the right to suspend, terminate, or otherwise restrict the Customer's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of Cyclomedia or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

8. Effect of Termination. Customer has (30) days after the effective date of termination of this Agreement, or after the termination of an Order Form, to return or destroy any Confidential Information of Cyclomedia. Further, if Customer terminates the Service before the end of the Subscription Term, Customer will not be entitled to any refund of prepaid fees and any fees by owed by Customer are immediately due and payable.

9. Warranty. Cyclomedia warrants that the Cyclomedia Offerings will operate in substantial conformity with the Documentation. Cyclomedia does not guarantee that Customer's access to or use of the Cyclomedia Offerings will be uninterrupted or error-free.







210227-DG-A Asset Data Collection Cyclomedia_FINAL APPROVED_7.6.22

Final Audit Report

2022-07-06

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