



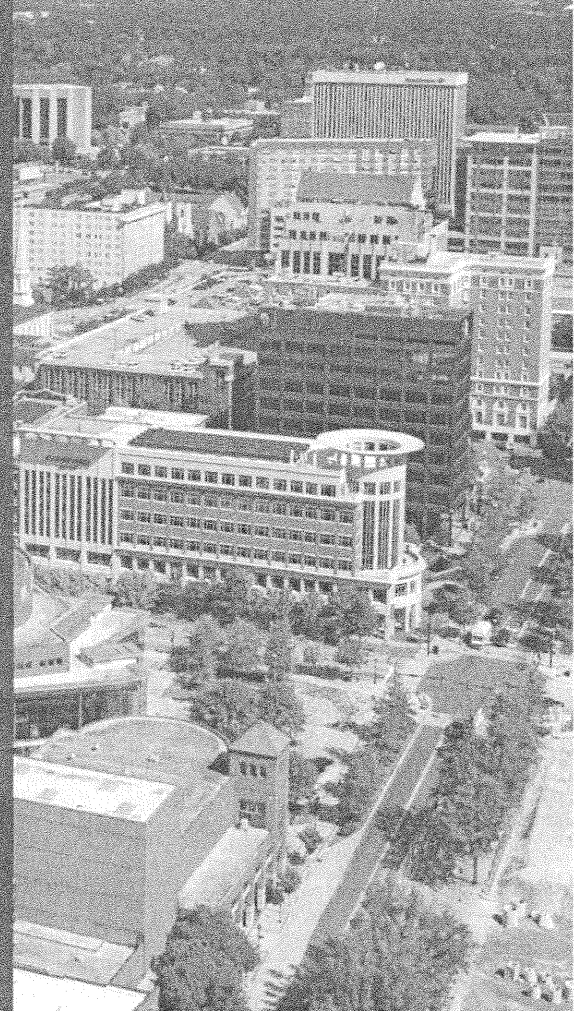
Johnson City, Texas Syndicated Commercial Property Data

Prepared For:

Rick Shroder
Johnson City, Texas

Prepared by:

Henry Moore
Resimplifi, Inc.



We strive to provide our clients fully-managed commercial real estate property data for their site selection tools. By working with local economic development offices & focusing on specific geographies, REsimplifi is able to offer most complete and accurate data available.

Terms & Conditions

1. Customer shall be invoiced annually.
2. Charges shall be paid via credit card, check, or bank draft.
3. Agreement shall be subject to the Resimplifi Terms of Service Agreement
4. Order start date shall be TBD and shall be for a period of one year with renewals pursuant to your Master Subscription Agreement unless the Client has otherwise provided notice to not renew.

Rick Shroder

Johnson City, Texas

Henry Moore

Henry Moore

Resimplifi, Inc.



COMPANY OVERVIEW

December 2020

We strive for the best coverage in the commercial real estate markets we serve in order to provide a complete overview of the properties available for sale or lease within your market. By working with local market leaders, REsimplifi is able to offer a content-rich alternative that provides maximum coverage. *Find more by going local!*

ABOUT US

WHAT WE DO

We are a SAAS company that collects and distributes commercial real estate (CRE) property data to brokerage professionals and economic development offices (EDO) through our CRE Marketplace, www.resimplifi.com.

Our primary focus is serving companies and organizations in small- to mid-size markets throughout the United States.

We are the first and only company that actively and fully discovers and manages syndicated commercial real estate property data for economic development offices.

BACKGROUND

We launched our first application, a commercial real estate CRM, in 2016. In 2019, the company pivoted and launched its CRE Marketplace solution, closing its first EDO in February 2020.

We are now exclusively focused on collecting and syndicating local commercial real

estate property data for CRE brokerage and economic development offices.

In October 2020 we expanded our reach beyond our initial launch in South Carolina. We are now expanding rapidly and are currently engaged in markets across the US.

OUR COMPANY

We are located in Columbia, South Carolina, and Atlanta, Georgia. Our partners include South Carolina Research Authority; Integral GIS in Seattle, Washington; GIS WebTech in Atlanta, Georgia; and GIS Planning in San Francisco, California.

Our company has been featured in Inc Magazine, NAIOP, and Shopping Centers Today by ICSC. We are the recipient of a 2017 South Carolina Innovision Award for Technology Integration.



WHY IT WORKS

POSITIVE ROI

We save commercial real estate brokerage companies and economic development offices time and money by collecting and distributing quality commercial real estate property information through reasonably-priced technical solutions.

THE COMMERCIAL REAL ESTATE PROBLEM

The biggest problem within the commercial real estate brokerage industry is the need for alternative marketplaces and research platforms. There is a perceived monopoly within the industry where the national marketplace with the most complete coverage is becoming increasingly expensive.

Alternative marketplaces have emerged offering disparate and disjointed national coverage. The end result is that the broker has to manage multiple applications, all of which takes time, and the consumer has to visit multiple marketplaces in order to get a complete overview of their market of interest. This is less than optimal.

THE ECONOMIC DEVELOPMENT PROBLEM

Economic developers are tasked with promoting industry within their geographies. One of the ways in which they do this is by displaying dynamic commercial real estate availabilities on their websites. The problem is that these properties are sourced by multiple companies and are constantly changing. It takes a full-time effort to manage the solicitation and posting of the properties to be displayed on these EDO websites. This is difficult and expensive to staff and manage.

DELIVERING A LOCAL MARKET SOLUTION

Focused and Select Target Markets

We work in a select number of markets with the intention of covering as much of that market as possible. We identify target markets based on economic development need. Partnering with local EDOs enables us to monetize initial broker offerings by collecting and syndicating data to these offices. The broker gets the benefit of an additional distribution channel. The local EDO has fully-managed property data and a conduit to its local CRE broker community. The collective network creates a real and meaningful alternative to expensive national listing options.

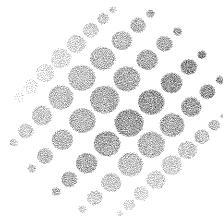
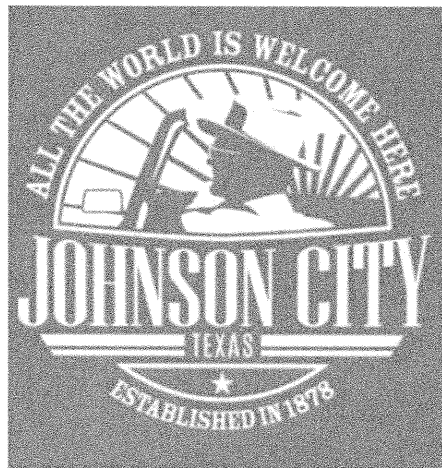
Coexist, not Replace

We can complement and coexist with large national platforms rather than trying to compete head-to-head. The majority of transactions that occur in small- to mid-size markets happen when the consumer is located within the same region as the transacted property. REsimplifi clients have responded that, on average, 80% of their business comes from within their region. Therefore, we are able to deliver a higher ROI to our clients by offering an alternative market solution for companies' local listings that do not need expensive national coverage. We recommend that our clients remove these listings from expensive national platforms and load them onto resimplifi.com. This has resulted in our clients significantly reducing their overall exposure from expensive national platforms to only those property listings that require national exposure.

Increased Local Distribution through Connected Partnerships

The end-result is that we are able to reduce overall listing fees for the participating commercial brokerage company while redirecting local and regional listing efforts to locally focused channels that directly serve the actual markets that these users occupy.

Economic Development Solution Proposal for



GIS WebTech

February 23, 2021

Introduction

Thanks for considering GIS WebTech!

Our all-new *Recruit 4.5* solution is specifically designed to help attract new businesses and retain and expand existing businesses.

Recruit 4.5 provides your organization the best tools for winning in the competitive world of economic development.

1. *Best Technology*
2. *Best Data*
3. *Best User Experience*
4. *Best Value*

Record Results

75% of our customers achieve record performance in the year after they implement GIS WebTech's solution, as measured by capital investment and/or job creation.



The following pages provide a specific example of Recruit 4.5's advantages in each of these four areas.

Please feel free to contact either of us with questions. We look forward to serving your technology and data needs!

Courtney Bridger
Director of Business Development
courtney@giswebtech.com
714.418.8559

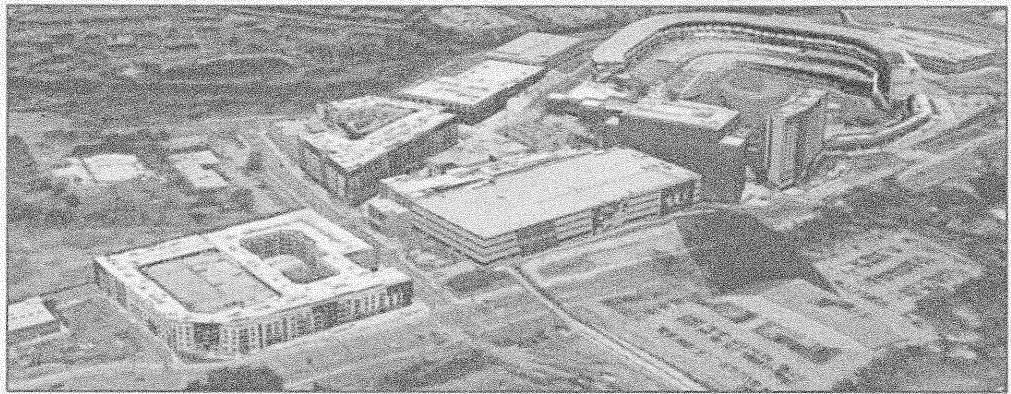
Ron Bertasi
Chief Executive Officer
ron@giswebtech.com
404.535.1261

Recruit's Unmatched Technology

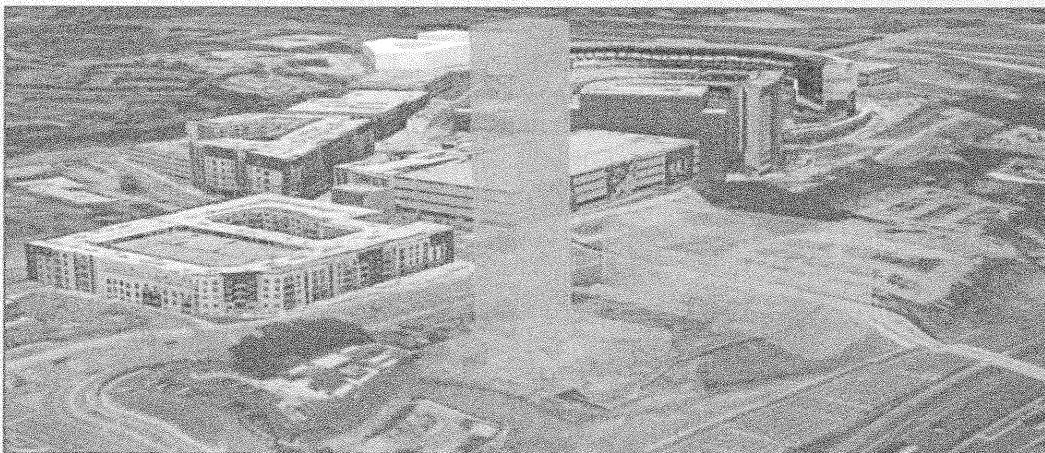
Example: Virtual Site Visits

*Only **Recruit** enables a comprehensive virtual site visit including 3D, allowing you to showcase your major properties in online meetings!*

- ④ *Only **Recruit** integrates 3D basemaps with 3D projections of buildings, allowing you to tilt, pan and rotate -- effectively flying around the site in 3D and enabling a comprehensive virtual site visit...*



- ④ *...and Recruit even integrates 3D projections of proposed buildings!*

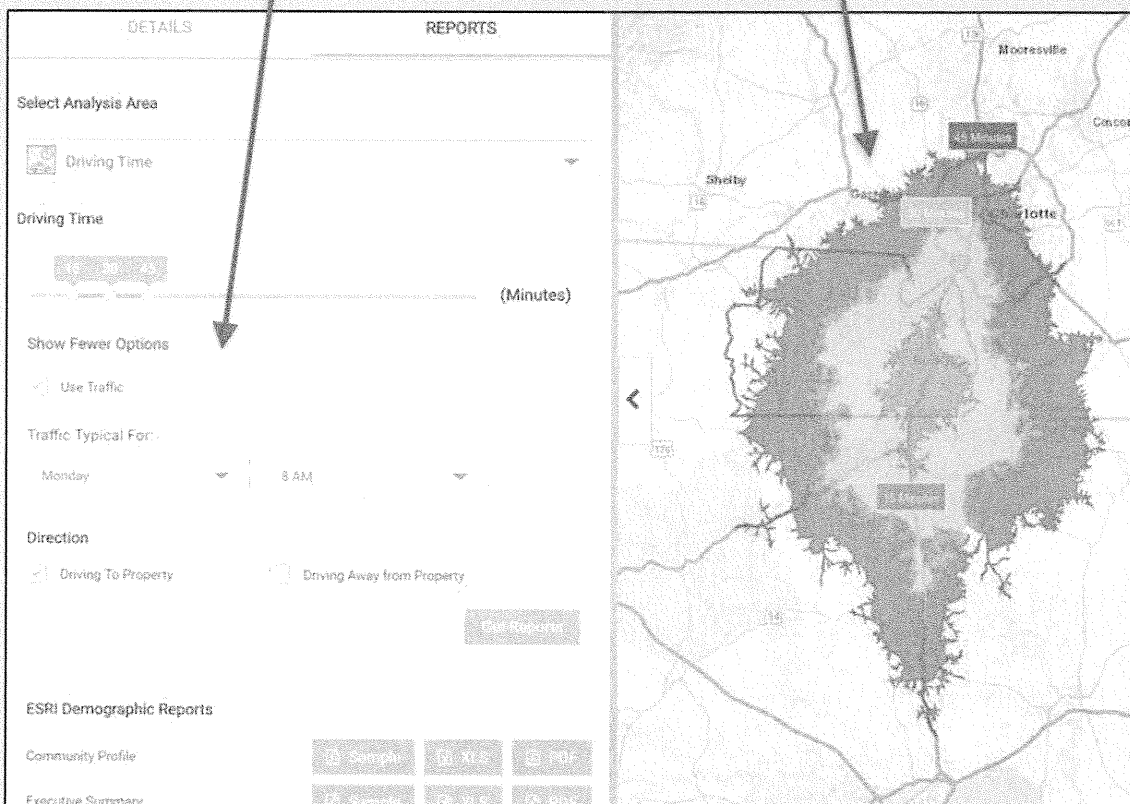


Recruit's Unmatched Technology

Example: Drive-Time Analysis

*Legacy technologies offer only average drive times with no consideration of traffic, which is simply unrealistic in today's world. **Recruit** solves this problem!*

- ③ *Only **Recruit** allows the user to select the day of the week, time of day and direction of travel...*
- ③ *...resulting in more rigorous analysis and higher quality data.*



Recruit's Unmatched Data

Example: Workforce & Demographics

Legacy technologies either source data from cheaper providers you've never heard of, or offer only a small number of Esri variables. Only Recruit 4.5 provides real-time access to the entire Esri data set.

Recruit's clean and well-organized user interface makes it simple for businesses to find the data they are looking for.

Esri Demographic Data Most Accurate in Blind Study

Unprecedented Review Includes Top US Data Vendors

Redlands, California — Esri data proved to be the most accurate in a recent blind data study. Several top demographers conducted this unprecedented study of demographic forecasts that

The screenshot displays the Recruit 4.5 interface. On the right, a map of Florida is shown with a 'Workforce' label. On the left, a search results panel lists several locations with their respective employee counts and average annual wages. A detailed popup for 'Zip Name: Rock Hill' is shown, providing the following data:

Variable	Value
Zip Code	29730
Occupation Code	49-0000
Occupation Type	Installation, Maintenance, and Repair Occupations
Employee Count	1,404
Average Annual Wage	\$44,758.05

Users can quickly and easily map the variables that interest them, such as an occupational code category, then click on the polygon for the exact count and average wage of workers in that category

Recruit's Unmatched Data

Example: Local Data Layers

Integrate local data into your installation and showcase your community's strengths!

Unlike legacy technologies, GIS WebTech automates the process of integrating local data layers. Only Recruit can do this!

Incorporate industry clusters, sewer, water, zoning, parks, trails, neighborhoods, retail, tourism sites and more – any local data that helps tell your community's unique story.

And only Recruit makes these layers fully interactive...simply click to get underlying information!

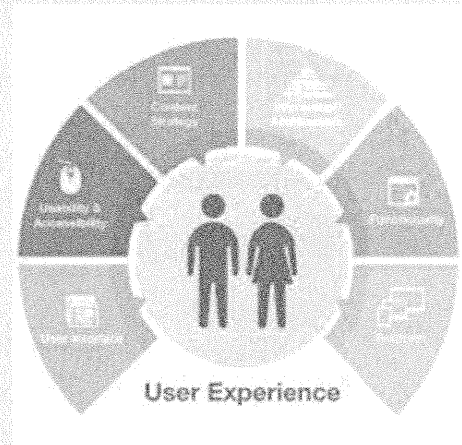
The screenshot displays the GIS WebTech interface for Greater Seattle. The top navigation bar includes 'GREATER SEATTLE' and 'ABOUT'. Below the navigation, there are tabs for 'PROPERTIES' and 'COMMUNITIES', and a menu with options like 'Layers', 'Demographics', 'Workforce', 'Custom Reports', 'Clear Map', 'Share', and 'My Favorites'. The main content area is divided into a left sidebar with search filters (All, Sub-Type, Sale, Lease, City, County, Filter by Map, Fed Opp, Acreage) and a list of featured properties. The central map area shows a 'LAYERS' panel with categories such as Admin Boundaries, Infrastructure, Education, Broadband, Recreation, Public Transportation, Land Use, Opportunity Zones & Incentives, and Tax Rates. A pop-up window titled 'Trail: Foundation Trail' is open over the map, displaying details: Trail Name: Foundation Trail, Trail System: OTHER, County: King, Trail Maintainer: [blank], Trail Length: 0.46 miles, Trail Surface: NATIVE MATERIAL, Trail Status: EXISTING, ADA Status: NOT EVALUATED, Hiker/Pedestrian: Yes, Bicycle: No, Cross Country Ski: No, Show/hide: Unknown. The map also shows various geographical features and labels like 'Edmonds', 'Burien', 'Duwamish', 'Rainier', 'North Hill', and 'Stack Drains'.

Recruit's Unmatched User Experience

Example: Intuitive Design

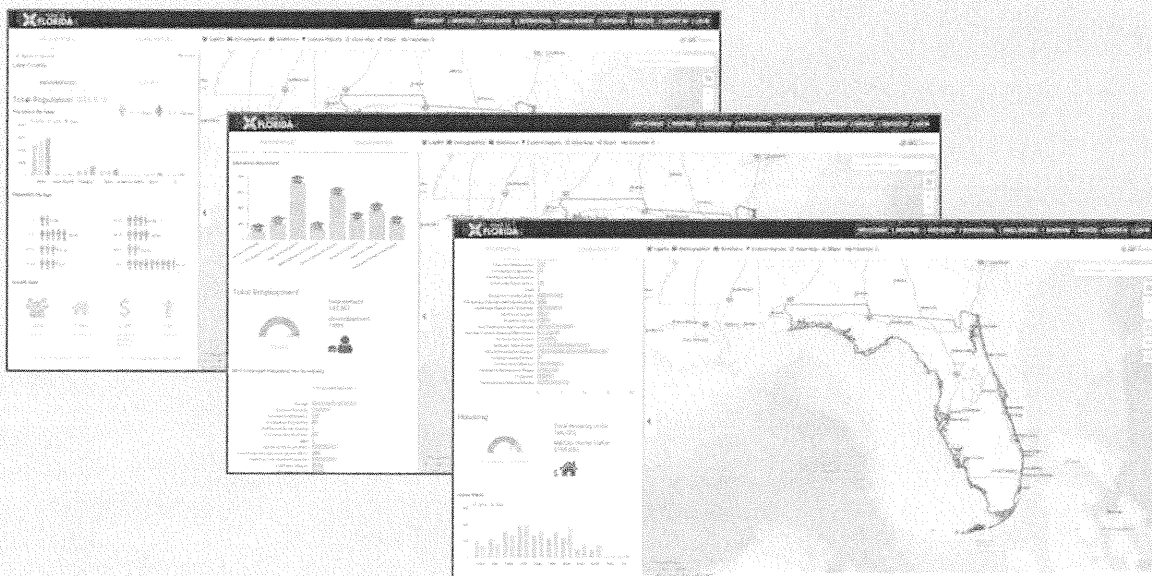
- *Designed with intensive input from site selectors and businesses*
- *Intuitive, simple, efficient*
- *No user manual required!*

Read our blog on the importance of user experience at www.giswebtech.com



Key Takeaway: To compete and win, EDOs must provide an online GIS app with a simple, intuitive and efficient user experience. If businesses or site selectors become frustrated with a poorly designed app or cannot find critical data quickly and easily, they move on. The EDO risks elimination at this early stage, before it is even aware that it is under consideration. For this reason, bad user experience is "The Silent Killer."

Example: Intuitive, Colorful Infographics



Recruit's Unmatched User Experience

Example: Configurable Brochures

AVAILABLE GENERAL BUILDING

160 S ORANGE AVE, ORLANDO, ORANGE COUNTY, FLORIDA 32801



FIRST CAPITAL
Property Group, Inc.
Commercial Real Estate

Way Outmap?

8.6M
Population within a two-hour drive from here

37.7
Median age in the Orlando metro area (vs. 37.0 in the U.S.)

550,000
Higher education students within 2 hours of Orlando (vs. 400,000 in the U.S.)

31%
47% of Florida has a population under 18 (vs. 21% in the U.S.)

175+
Direct nonstop flights from Orlando to across the world

2
International ports within two hours of Orlando

FOR MORE INFORMATION ON BUSINESS LOCATION ASSISTANCE, CONTACT:

Casey Evans
P: (407) 902-2411
E: casey.evans@orlando.org
301 E Pine St #900
Orlando, FL 32801

Description

One of Downtown Orlando's Highest Profile Properties Located At The Intersection of Main and Eola. The Historic Motell is exceptionally well maintained and has been modernized mixing the old with the new. and has recently undergone an extensive and meticulous exterior facade improvement project that has restored the beautiful red brick exterior of the building to 1960's Glory Days! The Historic Motell Building offers Nine 3,500 Square Foot "at-Rare Full Floor" Suites Of Premium Office Space Which Provides A Perfect And Rare Opportunity For Small And Mid-Sized Firms To Occupy A Full Floor (Developer Opens Directly into Suite), 1st Floor Banking Retail and a Basement Bar/Entertainment Space, and is Steps from City Hall, The Court House, Amway Arena, Dr. Phillips Performing Arts Center, The Creative Village, Lynx Bus Station, SunRail Commuter Train Station, Orlando Soccer Stadium, 12 Screen Movie Theater, Many Luxury Hotels, & Stunning Lake Eola!

Availability Details

Latitude: 28.541146
Longitude: -81.379220
Total Surface (sqft): 3,483 sq. ft.
Total SqFt: 3,483 sq. ft.
Year Built: 1923

Sale / Lease

For Sale: No
Sale Price(\$):
For Lease: Yes
Lease Price(\$): \$ 23.00
Lease Terms: per, sqft

Broker Contact

Company: First Capital Property Group, Inc.
Name:
Phone:
Address: 1516 E. Hillcrest St
State: Florida
Zip: 32803
Website: FCPSG.com

① Users always get a professional-quality property brochure designed to your specifications...

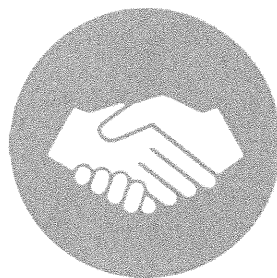
② ...so you decide on data, layout, imagery, number of pages, etc.

③ And brochures are always created on demand by real-time access to the property database. No need to update static pdf flyers!

GIS WebTech Best Value

Great Technology *and* Great Service

- *We believe service is just as important as technology, and we pride ourselves on working closely with our customers to help them achieve their goals*
- *How satisfied are our clients? Our retention rate is over 99%, the highest in the industry*
- *Not only that, but **our customers are our best sales people** – many of our clients have come from customer referrals*
- *Want to find out for yourself how our customers view our service as well as our technology? Just let us know. We would be happy to provide references – or just call of our customers*



A Complete GIS Solution: Recruit Plus Esri's ArcGIS Online & Business Analyst Online

- *Cloud-based functionality using the world's most powerful GIS platform*
- *Bundled with Recruit, Esri tools provide a complete, integrated GIS solution*
 - *Recruit for external-facing, online sites & buildings*
 - *Esri tools for internal analysis and proposal preparation*

Best of all: the integrated GIS bundle is extremely affordable and easy to use



*The same GIS tools
used by site selectors
and businesses – and
the demographic
data most requested
by businesses and
site selectors*



Fee Structure

Simple and Competitive Fees

1. Recruit Solution & Data Licensing	Recurring Basis	Fee
Recruit 4.5 Professional Version Bundle	Annual	\$5,800 /yr
Esri ArcGIS Online and Business Analyst Web App	Annual	Bundled at No Charge for First Year
Standard Workforce Data Fee (<u>Less Discount</u>) Workforce Data Fee	Annual	\$813 /yr (<u>\$813 /yr</u>) \$0 /yr
Complete Esri Demographic and Economic Data Set	Annual	Included
Hosting	Annual	Included
2. Recruit Set-Up		
Configuration, Implementation & Training	One-time	\$1,950
3. Recruit Technical Support		
Technical Support	Annual	Included

Proposal Assumptions and Notes

- ② Pricing assumes a three-year contract and is valid for 60 days from the date of this proposal unless extended in writing by GIS WebTech
- ② Please see next page for explanation of Esri licenses
- ② Please contact us with any questions

Esri License Information

Recruit + ArcGIS Online + Business Analyst Web App = A Complete GIS Solution

- ④ *Through our partnership with Esri, GIS WebTech will include, at no charge, one user license for Esri's ArcGIS Online (GIS Professional Basic User) and Business Analyst Web App for the first year. No contract with Esri is required.*
- ④ *The ArcGIS Online license includes 500 Esri credits. Johnson City will be responsible for purchase of additional Esri credits, if needed.*
- ④ *In subsequent years, Esri will license directly to Johnson City. An Esri rep will reach out 90 days prior to renewal to transition to a direct Esri license.*
 - *Pricing for ArcGIS Online (GIS Professional Basic User) can be found at https://www.esri.com/en-us/arcgis/products/arcgis-online/buy?rmedium=esri_com_regex&rsource=appstudio*
 - *Pricing for Business Analyst Web App can be found at <https://www.esri.com/en-us/arcgis/products/arcgis-business-analyst/buy>. (Johnson City will receive pricing as a current Esri customer at renewal.)*
- ④ *Please contact GIS WebTech with any questions.*

Software License Agreement

This Software License Agreement ("Agreement") is entered into effective March 1, 2021 (the "Effective Date") by and between GIS WebTech LLC, ("LICENSOR"), a Georgia limited liability company, and Johnson City, Texas ("LICENSEE"). In consideration of the mutual promises and upon the terms and conditions below, the parties agree as follows:

RECITALS:

- LICENSOR is the owner of a software solution for online site selection and analysis ("Recruit");
- LICENSEE desires to obtain a license to use Recruit as a Software-as-a-Service ("SAAS") application;
- LICENSOR desires to grant LICENSEE a license to use Recruit as a SAAS application.

NOW, THEREFORE, in consideration of the mutual promises contained here (the receipt and sufficiency of which is hereby acknowledged) the Parties hereby agree as follows:

ARTICLE 1 LICENSE GRANT

1.1 Grant of License. Subject to the terms and conditions of this Agreement LICENSOR will provide LICENSEE with online access to Recruit for use as described in Schedule A attached hereto, including updates, bug fixes, or other minor enhancements or improvements that are made generally available by LICENSOR to similarly situated clients paying similar license fees (hereafter the "Services"). Subject to the terms and conditions of this Agreement, and only upon payment in full to LICENSOR, LICENSOR grants to LICENSEE a personal, nontransferable, nonsublicensable, nonexclusive limited license to use Recruit for LICENSEE'S own use, in accordance with any documentation provided by LICENSOR, to allow web site users to view and search for information about properties and related data.

1.2 License Attributes. The license for LICENSEE's use of the Services will be personal, nontransferable, nonsublicensable, nonexclusive limited license and irrevocable except as provided herein. The license authorizes LICENSEE to use Recruit for any aspect of their business in accordance with the terms of the Agreement. Any changes or additions to the Services requested by LICENSEE must be agreed in writing and signed by both parties, and LICENSEE agrees and recognizes that any such changes may require changes to agreed delivery schedules and the payment of additional fees to LICENSOR.

ARTICLE 2 PROPRIETARY RIGHTS OF LICENSOR

2.1 Restrictions on Use

LICENSEE acknowledges and agrees as follows:

(a) Although LICENSEE is permitted by LICENSOR to use Recruit according to the terms and conditions herein, LICENSOR owns and forever retains sole and exclusive right to control and direct the manner or means by which Recruit is provided and Services are performed. Nothing herein entitles LICENSEE to actual possession of any software. LICENSEE does not obtain any right to use, modify, duplicate or reverse engineer any aspect of Recruit or the Services.

(b) LICENSEE agrees that it shall not: i) modify, decompile, translate, distribute, rent, sell, lease, license, assign or otherwise transfer all or any part of Recruit or the Services (including sharing the URL providing online access to Recruit) and LICENSEE's rights to use Recruit and such Services, except for use by web site end-users as described herein, ii) reverse engineer or otherwise attempt to discover source code or underlying ideas or algorithms of Recruit or the Services, or iii) modify or create derivative works based on Recruit or the Services.

(c) Recruit will include LICENSOR's image logo and text descriptions identifying LICENSOR's ownership, copyright notice, and links to LICENSOR websites.

**ARTICLE 3
LICENSEE DUTIES AND RESPONSIBILITIES**

3.1 **Data and Information.** LICENSEE shall make available in a timely manner at no charge to LICENSOR all technical data, programs, files, documentation, sample output, or other information and resources reasonably required by LICENSOR for the provision of the Services to LICENSEE including but not limited to the Data described in Schedule A, Section 6. LICENSEE will be responsible for, and assumes the risk of any liabilities resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by LICENSEE. LICENSEE shall cooperate with LICENSOR and provide such assistance as LICENSOR may reasonably request in connection with LICENSOR's efforts to obtain all consents, approvals and authorizations of and cooperation from third parties which may be necessary or required in order to use the materials or information provided by LICENSEE. LICENSEE shall bear any costs (including those above and beyond LICENSOR's quoted costs) including added time resulting from LICENSEE's failure to meet its obligations.

**ARTICLE 4
OWNERSHIP**

4.1 LICENSEE acknowledges that, as between LICENSOR and LICENSEE, all right, title and interest in the Services including the Recruit software, and any other LICENSOR materials furnished or made available hereunder, and all modifications, enhancements and improvements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are forever retained solely by LICENSOR, or LICENSOR's licensors and providers, if any. There are no implied rights.

**ARTICLE 5
FEES, EXPENSES, AND TAXES**

5.1 **Fees.** LICENSEE shall pay LICENSOR the fees listed in Schedule B according to the following schedule:

- One hundred percent (100%) of the Recruit Professional Version Annual License Fee, plus one hundred percent (100%) of the Implementation Fee, plus one hundred percent (100%) of the Workforce Data Fee shall be due and payable at the Effective Date;
- One hundred percent (100%) of the Recruit Professional Version Annual License Fee, plus one hundred percent (100%) of the Workforce Data Fee shall be paid thirty (30) days prior to each anniversary of the Effective Date.

Effective only after the third anniversary of the Effective Date, the Recruit Professional Version Annual License Fee and Workforce Data Fee may be changed by LICENSOR with 30 days advanced, written notice. Prior to the third anniversary of the Effective Date, the Workforce Data Fee may be changed by LICENSOR only if the fee(s) charged for the data by LICENSOR'S data provider are increased. LICENSOR may cease provision of Services at any time if payment is not timely made. In addition, LICENSEE shall pay LICENSOR one and one-half percent (1.5%) interest per month on the outstanding balance of any fees or approved expenses not paid within thirty (30) days of the due date, provided LICENSOR is not in breach of this Agreement. LICENSOR provides the option to pay via credit card or debit card for LICENSEE's convenience, and if choosing to pay via credit card or debit card LICENSEE agrees to pay an additional processing fee of 2.75%.

5.2 **Expenses.** Provided LICENSOR has obtained prior written approval from LICENSEE, LICENSEE shall reimburse LICENSOR for all reasonable out-of-pocket expenses actually incurred by LICENSOR in performance of the Services.

5.3 Taxes. If LICENSEE is not a tax-exempt entity, LICENSEE shall pay or reimburse any and all federal, state, dominion, provincial or local sales, use, personal property, excise, or other taxes, fees or duties arising from or related to this Agreement (other than taxes based on LICENSOR's net income).

ARTICLE 6 ADDITIONAL SERVICES

6.1 In the event that LICENSEE desires LICENSOR to provide additional consulting or other services beyond the scope of the Services, then the parties shall mutually agree upon a Statement of Work describing the scope of such consulting or other services, which document shall be appended to this Agreement and made a part hereof. Any additional fees for such consulting or other services will be billed on a time and materials basis in accordance with the rates set forth in Section 4 of Schedule A unless different fees are mutually agreed in the applicable Statement of Work.

ARTICLE 7 CONFIDENTIALITY

7.1 Each party agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's technology or business, including, but not limited to: information relating to products or technology or the properties, composition, structure, use or processing thereof, computer programs, code, algorithms, schematics, data, know-how, processes, ideas, inventions, and other technical, business, financial, and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Each party shall use reasonable precautions to protect the other's Confidential Information. Confidential Information shall not include information that (a) is in or enters the public domain including in reasonably available public or government databases through no improper action or inaction by either Party; (b) was rightfully in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party by another person without restriction; or (d) was independently developed by the Receiving Party by persons without access to such information and without use of any Confidential Information of the Disclosing Party. Each party may disclose Confidential Information that is required to be disclosed by a court or other adjudicative body provided that reasonable measures are taken to minimize disclosure and guard against further disclosure, and also provided that the party gives the other party prior written notice of the proposed disclosure to allow the other party to seek protection for the Confidential Information. This obligation to keep confidential all Confidential Information shall survive this Agreement and remain for a period of two years after its termination.

ARTICLE 8 WARRANTIES

8.1 LICENSOR will use commercially reasonable efforts to provide the Services in a professional and workmanlike manner. LICENSOR MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

ARTICLE 9 LIMITATION OF LIABILITY

9.1 LICENSEE AGREES THAT LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE ACTUAL AMOUNT PAID BY LICENSEE FOR THE SERVICES. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST

PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION.

ARTICLE 10 ESRI BUNDLE

10.1 LICENSOR will provide LICENSEE the opportunity to license certain technology products from Environmental Systems Research Institute, Inc. ("Esri") for the first year of this Agreement, as listed in Schedule B. LICENSEE acknowledges and agrees as follows:

- (a) LICENSOR is providing the opportunity to license ESRI products, and the opportunity to bundle billing for these products with LICENSOR'S services under this Agreement, solely for the convenience of LICENSEE. LICENSOR MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND WITH RESPECT TO ESRI PRODUCTS, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF ESRI PRODUCTS FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. It is the sole responsibility of LICENSEE to evaluate the Esri products.
- (b) No license to use Esri products is granted under this Agreement. A license to use Esri products can only be granted by Esri.
- (c) LICENSEE must agree to and accept the standard terms and conditions of the Esri license agreement(s) for these products in order to receive the Esri license(s). LICENSOR is solely responsible for evaluating the terms and conditions of the Esri license agreement(s) and solely responsible for its decision as to enter (or not) into such agreement(s).
- (d) All training, technical support and service for Esri products will be the responsibility of Esri and LICENSEE shall have no responsibility to provide training or support, of any type, for Esri products.
- (e) In consideration for its billing and administrative role, under the terms of its business relationship with Esri LICENSOR is entitled to retain a portion of the first-year license fees paid by LICENSEE for the Esri license(s).
- (f) Esri will assume responsibility for billing LICENSEE after the first year of this Agreement, should LICENSEE choose to renew its licenses with Esri. For all years after the first year of this Agreement, Esri will invoice LICENSEE directly.

ARTICLE 11 TERMINATION

10.1 This Agreement will take effect on the Effective Date and will remain in effect, unless earlier terminated in accordance herein, until the third anniversary of the Effective Date. At the end of such term, and each subsequent anniversary of the Effective Date, this Agreement shall renew automatically for additional one (1) year terms unless either party provides written notice of termination to the other at least sixty (60) days before the end of the then current term. Notwithstanding the foregoing, LICENSOR may immediately terminate this Agreement if LICENSOR determines that LICENSEE has failed to comply with any of the terms and conditions of this Agreement, or may terminate for convenience provided that LICENSOR offers LICENSEE a pro-rata reimbursement for the time period that the Services are not provided due to such termination for convenience. This Agreement may be terminated by either party if the other party (i) fails to pay any amount due under this Agreement within ten (10) days after written notice of such nonpayment, or (ii) commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days of written notice of termination. Termination by any means will not affect the provisions of this Agreement relating to the payment of amounts due, or the provisions of Sections 4, 7, 8, 9, 12 and 14 of this Agreement, all of which will survive termination of this Agreement, regardless of the reason for termination. Upon termination, all licenses and rights to the Services that are granted hereunder shall terminate, and LICENSEE shall immediately return to LICENSOR, LICENSOR proprietary and confidential information, and documentation regarding use of

the Services, if any, along with a signed, written statement certifying that LICENSEE has returned to LICENSOR, and is no longer in possession of the foregoing items.

**ARTICLE 12
GOVERNMENT USE**

11.1 If LICENSEE is a unit or agency of any government, or licensing use of the Services by payment with government funds, the Services are provided subject to LICENSOR's standard commercial terms, set forth in this Agreement.

**ARTICLE 13
REFERENCE**

12.1 LICENSEE agrees that LICENSOR may identify LICENSEE as a customer and use its logo on its brochures, websites, and other marketing materials, and may describe the Services provided by LICENSOR to LICENSEE and include imagery and video examples of the Services in its marketing materials.

**ARTICLE 14
INDEPENDENT CONTRACTOR**

13.1 Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.

**ARTICLE 15
GENERAL**

14.1 **Assignment.** This Agreement is not assignable or transferable by LICENSEE without the prior written approval of LICENSOR, and any such attempted assignment or transfer shall be void and without effect.

14.2 **Attorney Fees.** In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

14.3 **Waiver.** The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14.4 **Governing Law.** This Agreement and any disputes hereunder shall be governed by the laws of the State of Georgia.

**ARTICLE 16
ENTIRE AGREEMENT**

15.1 This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions, express or implied, concerning such matters. Any modifications of this Agreement must be in writing and signed by both parties hereto. The Agreement shall take precedence over any additional conflicting terms which may be contained in LICENSEE's

purchase order or other acknowledgement forms.

IN WITNESS THEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative on the data first set forth above.

GIS WebTech LLC

LICENSEE

Signature:  _____

Signature: _____

Name: Ronald P. Bertasi

Name: _____

Title: CEO

Title: _____

Date: February 23, 2021

Date: _____

SCHEDULE A
Statement of Work

1.0 SERVICES DESCRIPTION

The Services shall be the provision of software functionality on an online basis via the Internet. The functionality of the Services will include the following:

1.1 Basemaps

- Available basemaps will be those provided by Esri, as Esri may change from time to time, currently including: Imagery; Imagery with Labels; Streets; Topographic; Dark Gray Canvas; Light Gray Canvas; National Geographic; Oceans; Terrain with Labels; Open Street Map; USA Topo Maps; USGS National Maps

1.2 Search and Reporting

- Property Search and Reporting
 - Site users will be able to search for available commercial property based on user-defined information such as minimum and maximum size and type of use.
 - Site users will be able to generate property reports for available properties.
 - LICENSEE is responsible for providing property data for display in the software, through (1) provision of electronic property data to LICENSOR, or (2) direct entry of property data by LICENSEE, or (3) direct entry by third parties provided access by LICENSEE as described further in section 1.5(a) below.
- Community Search and Reporting
 - Site users will be able to search, view and generate reports for communities within the project geography.
- Custom Reporting
 - Site users will be able to generate Esri reports by dropping a pin, creating a ring, drive time, trucking time, or walking time.

1.3 Layers

- Thematic Maps
 - The data reports and variables made available by Esri via their GeoEnrichment API will be made fully available for thematic mapping in Recruit
- Community Layers
 - LICENSEE, or LICENSOR acting on behalf of LICENSEE, will be able to add layers to Recruit from any layers in LICENSEE's ArcGIS Online account or the account of a third-party providing authorization.

1.4 Sharing

Site users can perform the following sharing functions:

- Export data into MS Excel, Adobe PDF
- Export links to copy into an ArcGIS online account
- Share a property on social media sites, such as, Facebook, Twitter, LinkedIn

1.5 Administrative Tool Features

1.5 (a) Property Management for External Users

This is an area within the Administrative area where real estate professionals (like brokers or property owners) or other individuals may add an available property, delete a property that has been leased or purchased, and modify information for a property. To help avoid conflicts between brokers, Recruit will provide functionality to allow LICENSEE to offer individual security logins and passwords so that only the individual who added the property, and who has the appropriate login and password, should be able to view or delete the property. As provided, Recruit will also check for the ID of the broker before deleting information. A login and a password will also be required in order to add or delete a property. A user-friendly web site or interface will be used to make adding, deleting or modifying a property relatively easy for the broker.

Both the Broker's login database and Property Listing database will be maintained on a server running the Recruit software.

Brokers can also add photo images and/or document attachments that will appear on the property report. A file size limit of 1 MB will be required for each file.

Properties that cannot be geocoded to ArcGIS Online will be excluded from the database of properties.

LICENSEE understands and agrees that, with the sole exception of the individual security logins and passwords described above, only users in LICENSEE'S organization are authorized to log in and/or utilize any portion of the Administrative area of Recruit. In no case shall any third party be authorized to log in to LICENSEE's installation of Recruit and utilize the Administrative functions of Recruit.

1.5 (b) Layer Control

- LICENSEE, or LICENSOR acting on behalf of LICENSEE, will be able to add layers to Recruit from any layers in LICENSEE's ArcGIS Online account or the account of a third-party providing authorization.

1.5 (c) Permission Privilege

- LICENSEE is enabled to provide secured user-specific access (via unique username and password) to external users to non-public community layers.

1.6 Available Esri Reports

Users will be able to produce reports offered by Esri, as Esri may change from time to time, currently including the list below:

- 2010 Census Profile
- ACS Housing Summary
- ACS Population Summary
- Age 50+ Profile
- Age by Sex by Race Profile
- Age by Sex Profile
- Automotive Aftermarket Expenditures
- Business Summary
- Note: This is an Esri report, not to be confused with the optional business tab for searching and querying business listing data.
- Community Profile
- Custom Map Landscape

- Custom Map Portrait
- Demographic and Income Comparison Profile
- Demographic and Income Profile
- Detailed Age Profile
- Disposable Income Profile
- Dominant Tapestry Map
- Electronics and Internet Market Potential
- Executive Summary
- Finances Market Potential
- Financial Expenditures
- Graphic Profile
- Health and Beauty Market Potential
- House and Home Expenditures
- Household Budget Expenditures
- Household Income Profile
- Housing Profile
- Landscape Summary Report
- Major Shopping Center Map
- Market Profile
- Medical Expenditures
- Net Worth Profile
- Pets and Products Market Potential
- Recreation Expenditures
- Restaurant Market Potential
- Retail Goods and Services Expenditures
- Retail Market Potential
- Retail MarketPlace Profile
- Site Details Map
- Site Map on Satellite Imagery - 0.4 Miles Wide
- Site Map on Satellite Imagery - 0.8 Miles Wide
- Site Map on Satellite Imagery - 1.6 Miles Wide
- Site Map Report
- Sports and Leisure Market Potential
- Tapestry Segmentation Area Profile
- Traffic Map
- Traffic Map - Close Up

1.7 Workforce Data

- Workforce data is incorporated into Recruit from workforce data supplier(s) subject to the terms of marketing alliance(s) maintained by LICENSOR with those supplier(s). LICENSOR reserves the right to switch workforce data providers at any time.

2.0 SERVICE

2.1 **Delivery and Installation.** LICENSOR will make the Services available to LICENSEE as a SAAS solution in accordance with a mutually agreed project schedule.

2.2 **Maintenance.** LICENSEE agrees and understands that routine maintenance by LICENSOR's internet service provider or hosting facilities may cause temporary downtime, and that loss of connectivity by LICENSEE and its users to the hosted services due to reasons which are beyond LICENSOR's reasonable control may occur from time

to time, and agrees that the LICENSOR shall not be responsible for such loss of connectivity. LICENSEE recognizes and agrees that users should have access to high-speed internet connections for best performance.

2.3 **Hosting.** LICENSEE has engaged LICENSOR to implement and provide the Services as a LICENSEE of a SAAS solution through an online web-hosted portal. As context dictates, Services will also refer to any proprietary or third-party software or infrastructure used by the LICENSOR to provide such Services. LICENSOR will provide a suitable hosting environment for the Services.

2.3(a). **Uptime Commitment.** After implementation of the site is completed, LICENSEE and end users will be able to access and use the Services twenty-four hours a day, seven days a week. The Services will be fully functional in accordance with the Agreement. LICENSOR will use commercially reasonable efforts to make the Services available at least ninety-seven percent (97%) of the time during each calendar month of the term, excluding: (a) scheduled maintenance, emergency maintenance, and scheduled updates (which, when possible will be identified in advance to LICENSEE in writing and scheduled during off hours); (b) access or use problems related to the failure of the LICENSEE's site or solution; (c) access or use problems associated with LICENSEE's failure to use the Services within the operational directions, specifications, and requirements established by LICENSOR; (d) access or use problems caused by software, patches, updates, or upgrades installed by LICENSEE on its site; (e) access or use problems caused by LICENSEE's users, representatives, or employees; (f) access or use problems caused by LICENSEE's personal device or internet service provider (subsections (b) through (f) above being referred to as "Excused Delays").

2.4 **Help and Training.** LICENSOR will provide help and training to enable LICENSEE to properly test and use the Services. Training is approximately 4.0 hours and will be delivered via webcast.

2.5 **Support.** Support means LICENSOR will (i) correct deficiencies, and (ii) be accessible by telephone during normal business of LICENSEE on regular business days to answer questions about the Services.

3.0 IMPLEMENTATION SCHEDULE

The implementation schedule will be mutually agreed between the parties.

4.0 FEES FOR ADDITIONAL SERVICES

Time and material rates are established as follows:

- Staff: \$150.00 / Hour
- Senior Staff (CEO, COO, CTO): \$250.00 / Hour
- Travel related expenses and other out-of-pocket expenses: passed through to LICENSEE for reimbursement at cost with no mark up

5.0 GEOGRAPHIC SCOPE

The geographic scope of the Services provided to LICENSEE will be Johnson City, Texas unless mutually agreed otherwise.

6.0 LICENSEE REQUIREMENTS

Provided is a list of requirements to be furnished by the LICENSEE to LICENSOR at the start of the project. Failure by LICENSEE to provide this data or information shall not affect or delay payment of any fees due to LICENSOR under Article 5 of this Agreement nor relieve LICENSEE of any other obligations under this agreement.

Introduction to, access to, and support in discussions with key stakeholders, to include:

- Internal stakeholders (e.g. IT team, GIS, Marketing, etc.)
- External partners including Esri, 3rd party data providers, website developers, and others whose cooperation is required to deliver the Services

Data

- Property listing data (required format to be supplied by GIS WebTech)

Images

- Organization logo, photos use for the user interface

SCHEDULE B
Fees

1. Recruit Solution & Data Licensing	Recurring Basis	Fee
Recruit Professional Version Annual License Fee	Annual	\$5,800 /yr
Standard Workforce Data Fee <u>Less Discount</u> Workforce Data Fee	Annual	\$813/yr <u>(\$813/yr)</u> \$0 / yr
Complete Esri Demographic and Economic Data Set	Annual	Included
Hosting	Annual	Included
Esri ArcGIS Online GIS Professional Basic User Type v10.x (One User)	First Year	Included
Esri ArcGIS Online Business Analyst Web App	First Year	Included
2. Configuration, Implementation & Training		
Implementation Fee	One-time	\$1,950
Training	Unlimited	Included
3. Recruit Technical Support		
Technical Support	Annual	Included