

APPENDIX D TO DIR CONTRACT NO. DIR-TSO-3424

SADA Systems, Inc.

GOOGLE MAPS API CUSTOMER AGREEMENT

This **GOOGLE MAPS API CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of [EFFECTIVE DATE] (the "Effective Date"), between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and [CUSTOMER NAME], a [GOVERNMENTAL ENTITY] with offices at [CUSTOMER ADDRESS] ("Customer"). In connection with this Agreement, Customer has entered into a corresponding ordering document ("Ordering Document") for the Services, the terms of which are incorporated by reference herein.

1. LICENSE; MINIMUM TERMS.

1.1 License. DIR Contract No. DIR-TSO-3424 and this Agreement establish the terms under which SADA, as an independent Google Enterprise Authorized Reseller, will provide Customer with a non-sublicensable, non-transferable, non-exclusive, terminable, limited license within the United States to: (A) use the Services to display the Content and Track Assets solely in the Customer Implementation; and (B) access, use, publicly perform and publicly display the Content in the Customer Implementation.

1.2 Minimum Terms. Subject to the exceptions set forth in Article 2 and Section 3.1 of this Agreement, Customer's access to and use of the Services and Content are governed by the terms of DIR Contract No. DIR-TSO-3424 and set forth at https://www.google.com/work/earthmaps/legal/us/maps_purchase_agreement.html (or such other URL as may be updated by Google, Inc. ("Google")) (the "Minimum Terms"). Any provision found to be in conflict with DIR Contract No. DIR-TSO-3424 shall be deemed null and void. Capitalized terms used in this Agreement that are not defined herein are defined in the Minimum Terms.

2. CHARGES, PAYMENT, REPORTING AND OVERAGES

In recognition of the fact that Customer is purchasing its license to the Services through SADA, this Article 2 replaces Section 9, Section 10.2, Section 11, and Section 19.3 of the Minimum Terms and all references in the Minimum Terms to payments to be made by Customer to Google will mean payments to be made by Customer to SADA.

2.1 Fees. Customer will pay SADA the Fees set forth on Appendix C of DIR Contract No. DIR-TSO-3424 and the Ordering Document to this Agreement for the Services in accordance with Section 2.3 of this Agreement. The fees are based on the applicable Billing Unit, Assets Tracked or number of End Users (or all three), as applicable, and determined by the nature of the Services ordered by Customer. SADA may, if Customer is not in breach at the time of the request, provide Customer an opportunity to purchase higher usage limits.

2.2 Support Charges. Any support to be provided by SADA under Section 4.1 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate as indicated in Appendix C of DIR Contract No. DIR-TSO-3424.

2.3 Payments. Customer will pay for the Services in accordance with Appendix A, 8J of DIR Contract No. DIR-TSO-3424.

2.4 Taxes. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3424.

2.5 Underpayment. If any audit conducted by Google in accordance with the Minimum Terms reveals that Customer has underpaid fees to SADA during the period audited, then SADA will invoice Customer and Customer will promptly pay SADA, for the underpaid fees based on the higher of the price specified in this Agreement or Google's price list in effect at the time the audit is completed in accordance with Appendix C of DIR Contract No. DIR-TSO-3424.

2.6 Overages. For purposes of Section 10.3 of the Minimum Terms, SADA will invoice Customer for Overages, if any, that Customer may incur.

3. TERM AND TERMINATION

3.1 Term and Renewal. In recognition of the fact that Customer is purchasing its license to the Services through SADA, this Section 3.1 replaces Section 13.2 of the Minimum Terms.

3.2 Subject to Customer's payment of the fees described in this Agreement and set forth in the Ordering Document, the term for the license granted in this Agreement will begin on the date that SADA or Google provides Customer the Customer ID for the Services and will continue for the initial period set forth as part of the Services description in the Ordering Document (such period, the "Initial Term"), unless terminated earlier in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3424.

3.3 At the end of the Initial Term, the license term for the Services and this Agreement will have three (3) one (1) year renewal options exercised by Customer providing Vendor thirty (30) day written notice prior to the then-expirations date. All terms and conditions of DIR Contract No. DIR-TSO-3424 and this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates as indicated in Appendix C, Pricing Index of DIR Contract No. DIR-TSO-3424.

(A) SADA may revise its fee rates with DIR approval and 60 days' prior written notice to Customer (which notice may be via email) prior to the start of the next Renewal Term, such fee rates to be effective as of the commencement of the next Renewal Term.

4. Termination. Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3424.

4.1 Effect of Termination or Expiration.

(A) Expiration of the License Term. On the expiration of the License Term, the Services will cease functioning and this Agreement will terminate.

5. SUPPORT

5.1 Technical Support Services by SADA. If Customer desires SADA's assistance in raising support issues with Google on its behalf, Customer agrees either to: (A) provide SADA with access to its Google support panel, or (B) authorize SADA to submit Customer support issues to Google in a support case initiated by Customer.

6. CONFIDENTIALITY

Confidentiality shall be handled in accordance with Appendix A, Section 10H of DIR Contract No. DIR-TSO-3424.

7. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SADA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. SADA DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE SERVICES ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH RISK ACTIVITIES.

8. LIMITATION OF LIABILITY. Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. DIR-TSO-3424.

9. GENERAL PROVISIONS

9.1 Notices. Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3424.

9.2 Governing Law. This Agreement is governed by Texas law, excluding choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO EXCLUSIVE VENUE (AND WAIVE ANY CLAIM OF *FORUM NON CONVENIENS*) OF THE STATE COURTS IN TRAVIS COUNTY, TEXAS. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

9.3 Binding Nature and Assignment. This Agreement will be binding upon the parties and their respective successors and assigns. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3424.

9.4 Third Party Beneficiary. The parties agree that Google is a third party beneficiary of this Agreement. There are no other third party beneficiaries to this Agreement.

9.5 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google.

9.6 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

9.7 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

9.8 Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3424.

9.9 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. The remainder of this Agreement will remain in full force and effect.

9.10 Entire Agreement; Amendment. DIR Contract No. DIR-TSO-3424, this Agreement and the Ordering Document constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements on that subject. The Minimum Terms referenced in this Agreement are hereby incorporated by this reference. Any amendment must be agreed upon in writing and expressly state that it is amending this Agreement.

9.11 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, each of which will be deemed an original and when taken together will constitute one instrument.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.

[CUSTOMER]

Print name: _____

Print name: _____

Print title: _____

Print title: _____