

2016-27



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective June 1, 2016 (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and Keith County, NE Assessor ("Client").

**ARTICLE 1
DEFINITIONS**

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" shall mean a written change order signed by authorized representatives of GIS Workshop and the Client. A Change Order sets forth modifications and amendments to an existing SOW, and when executed, shall be deemed to be part of the SOW for all purposes.

1.2 "Client Materials" shall mean all information, content, data, functionalities or any other materials disclosed or provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to the terms and conditions of this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations under this Agreement.

1.3 "Deliverables" shall mean any item that GIS Workshop develops, prepares for or provides to or for the benefit of Client in the course of providing Services, including any hardware, software or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services. For purposes of this Agreement, the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" shall mean all or any of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs and documentation, algorithms, program code, the Specifications, reports and designs), mask works and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Normal Business Hours" shall mean 8:00 a.m. (CST) through 5:00 p.m. (CST) Monday through Friday, excluding all national holidays (as recognized by the United States Federal Government).

1.6 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as further defined in a SOW. Services specifically include any of the Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.7 "Specifications" shall mean those particular specifications and functionalities identified by the parties in a SOW and to which the Deliverables shall be developed by GIS Workshop.

1.8 "Statement of Work" or "SOW" shall mean any and all documents substantially in the form of Exhibit A, to include any addendums, signed by the parties, that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties and other relevant information pertaining to the performance of Services and development of Deliverables by GIS Workshop.

1.9 "Web-based Services" or "WebGIS" shall mean any internet-based geospatial system or application that is hosted by GIS Workshop for storing, managing, publishing and using maps, data, and other information.

1.10 "Spider" shall mean a software program that automatically searches web pages to create entries for a search engine.

1.11 "Scrape" shall mean a software program that automatically copies content from a specific website.

1.12 "Subscription Fee" shall mean the set annual compensation amount for Web-based Services.

**ARTICLE 2
GIS WORKSHOP'S OBLIGATIONS**

2.1 All Services shall be performed by qualified personnel in a professional and workmanlike manner. GIS Workshop shall have sole discretion regarding the selection of the personnel to render the Services.

2.2 GIS Workshop will establish working hours for its personnel, and may, at its sole discretion, use the resources and materials it deems necessary to perform the Services. GIS Workshop shall, within the specifications set forth in a SOW, determine the method, details and means of performing the Services.

2.3 Client agrees that GIS Workshop may suspend the performance of Services to Client without notice and without liability if: (a) Client

fails to pay any amount due and owing to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop in accordance with Section 4.2 below; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or government agency has requested such suspension. If GIS Workshop suspends work based on Section 2.3(b), and such suspension lasts for longer than 15 business days, then Client may terminate this Agreement or any SOW forthwith.

2.4 To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit B.

2.5 GISW acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GISW guarantees compliance with the Nebraska Fair Employment Practices Act, and breach of this provision shall be regarded as a material breach of the contract. GISW shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

2.6 GISW certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

**ARTICLE 3
CLIENT OBLIGATIONS**

3.1 Client shall provide GIS Workshop with reasonable and necessary access to Client's personnel, facilities, computers, equipment and Client Materials during Normal Business Hours and otherwise as reasonably requested by GIS Workshop, in order to enable GIS Workshop to provide Services.

3.2 Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client is responsible for taking such actions as may be reasonably necessary to protect the security of said facilities and technology.

3.3 GIS Workshop shall have no liability for loss of any Client Materials that GIS Workshop stores for Client. Accordingly, Client shall be solely responsible for (a) creating and maintaining current copies of all Client Materials stored by or on behalf of GIS Workshop or otherwise provided to GIS Workshop, and (b) storing such copies in a reasonably secure location.

3.4 Client hereby represents and warrants that Client has obtained all necessary authorizations, permissions or licenses to provide the Client Materials to GIS Workshop. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce and/or modify the Client Materials to the extent necessary to enable GIS Workshop to provide Services and to otherwise develop the Deliverables.

3.5 Client shall be responsible for compliance with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall not have any responsibility

therefore including, without limitation, any responsibility to advise Client of such laws or regulations.

3.6 Client is solely responsible for ensuring that any hardware, applications or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services provided or supported by GIS Workshop under this Agreement. The failure of Client's hardware, applications or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.7 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except and only to the extent that (a) the parties expressly agree in the applicable SOW that Client owns all right, title and interest in and to the software and the Intellectual Property embodied therein, or (b) such activity is expressly permitted by applicable law.

3.8 Notwithstanding the above Sections in this Article (Article 3, Client obligations), GIS Workshop is subject to Article 10 of this Agreement.

**ARTICLE 4
FEES AND EXPENSES**

4.1 Client shall pay GIS Workshop for all Services and Deliverables, at the times and in the manner as set forth on each SOW. Client agrees to pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on, or measured by, GIS Workshop's income) which result from, or are related to the rendition of the Services or the providing of the Deliverables. If a SOW requires Client to reimburse GIS Workshop for reasonable out-of-pocket expenses incurred by GIS Workshop in the rendition of the Services (collectively the "Out-of-Pocket Expenses"), upon Client's written request, GIS Workshop shall furnish documentation verifying the Out-of-Pocket Expenses for which GIS Workshop seeks reimbursement. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client shall pay all amounts due and owing upon the due dates set forth in the applicable SOW. Any payment that is past due to GIS Workshop by more than 30 days shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.2 Client's failure to make any payment owing and due to GIS Workshop shall be considered a material breach of this Agreement. As such, GIS Workshop may issue a non-payment notice to Client, which, if not satisfied within 30 days after the receipt thereof, shall constitute grounds for GIS Workshop to terminate this Agreement or the SOW(s) applicable to the Services or Deliverables for which payment has not been timely made, in its sole discretion.

**ARTICLE 5
DELIVERABLES AND SERVICES**

5.1 GIS Workshop shall develop the Deliverables and perform the Services in accordance with the Specifications and terms set forth in the applicable SOW.

5.2 GIS Workshop shall be under no obligation to develop any Deliverables or provide any Services except in accordance with the requirements set forth in each applicable SOW or the Terms of Service (if applicable). Notwithstanding the foregoing, in the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to any of the Services or the Deliverables or to the Specifications, such changes shall be documented in a written Change Order.

5.3 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, code and programming language, in a timely manner, in accordance with the milestones and delivery dates further specified in the applicable SOWs. The parties will agree on any testing and acceptance procedures in the applicable SOW.

5.4 Upon final payment by Client under the applicable SOW for a Deliverable and satisfaction of all outstanding payment obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property contained or embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable and conditioned upon Client's compliance with its obligations in this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement. Each SOW shall also have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement. However, the termination of this Agreement shall terminate all unterminated SOWs and the Terms of Service, if applicable.

6.2 GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the intellectual property rights of any third parties. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; (b) at any time when there are no currently effective SOWs; (c) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

6.3 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all amounts outstanding and due to GIS Workshop under this Agreement and all outstanding SOWs for Services provided and for Deliverables developed hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove or otherwise block Client's access to any Services to which Client had access; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation,

Specifications, Client Materials, programming language and any other materials related thereto in GIS Workshop's possession, regardless of its stage of completion. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 The parties agree that all Intellectual Property that has been or is developed by GIS Workshop in developing the Deliverables or performing the Services hereunder belongs exclusively to GIS Workshop, including all Intellectual Property contained or embodied in the Deliverables, the Services, the Specifications and anything else provided to Client by GIS Workshop in connection with this Agreement, as well as any modifications, enhancements, improvements or derivative works therein or thereto. Client will refrain from taking any action that weakens, deters or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own the Deliverables themselves (including any Site Deliverables under Exhibit B), notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement.

7.2 Unless otherwise set forth in the applicable SOW, and except as expressly set forth in Section 8.1, GIS Workshop (or the third party information or service providers of GIS Workshop, as applicable) shall be the exclusive owner of all right, title, and interest in and to any and all Intellectual Property embodied in any Deliverable provided to Client hereunder, including all data and data compilations. Notwithstanding the foregoing, Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials.

7.3 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology.

7.4 GIS Workshop may from time to time arrange for Client's purchase, lease or license of third party hardware, equipment, software, services, data or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with

to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof. Any third party warranties are the exclusive remedies of Client with respect to Third Party Products.

7.5 To the extent Client requests that GIS Workshop use, reproduce or modify any Client Materials, Client hereby represents and warrants to GIS Workshop that GIS Workshop has the right, power and authority to do so, without liability to Client or any third party.

7.6 Except as expressly set forth in this Agreement, each party acknowledges and agrees that nothing in this Agreement shall transfer any right, title or interest in any of either party's Intellectual Property.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Each party hereby represents warrants the following:

(a) It is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party;

(b) It has all necessary corporate power and authority to enter into this Agreement, to grant to the other Party all of the rights granted hereby and to perform its obligations hereunder;

(c) This Agreement is and shall remain the valid, legal and binding obligation of such Party, enforceable against it in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights or by principles of equity; and

(d) The execution, delivery and performance of this Agreement does not conflict with, or result in a breach of, any agreement, written or oral, to which it is a party or by which it or its properly is bound.

ARTICLE 9 WARRANTY DISCLAIMER

9.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CLIENT AGREES THAT ITS USE OF ANY DELIVERABLE PROVIDED BY GIS WORKSHOP PURSUANT TO THIS AGREEMENT IS SOLELY AT CLIENT'S OWN RISK. CLIENT AGREES THAT ALL SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. GIS WORKSHOP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND DELIVERABLES THAT ARE NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GIS WORKSHOP MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR DELIVERABLES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR DELIVERABLES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CLIENT.

ARTICLE 10 LIMITATION OF LIABILITY

CLIENT AGREES THAT GIS WORKSHOP'S ENTIRE LIABILITY, AND CLIENT'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, IS SOLELY LIMITED TO THE FEES PAID TO GIS WORKSHOP BY CLIENT UNDER THE APPLICABLE SOW DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. SUBJECT TO ARTICLE 11, INDEMNIFICATION, OF THIS MASTER SERVICES AGREEMENT, CLIENT AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE THE SUBJECT OF A NOTICE TO GIS WORKSHOP, WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM SHALL BE FOREVER BARRED.

ARTICLE 11 INDEMNIFICATION

11.1 Each party, GIS Workshop and Client, on behalf of itself and its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnifying Party") agrees to indemnify and hold the other party and each of its respective affiliates, officers, directors, agents, and employees (collectively, the "Indemnified Party") harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively "Claims"), arising out of or related to (a) a violation by the Indemnifying Party of any applicable rule, law, regulation, court order or decree or other like item; (b) a material breach of any provision of this Agreement or any representation, warranty, or obligation made by the Indemnifying Party hereunder; or (c) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of the Indemnifying Party, its officers, directors, agents or employees.

ARTICLE 12 CONFIDENTIALITY

12.1 During the term of this Agreement, each party (the "Disclosing Party") may provide the other party hereto (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes all research, financial and accounting data and projections, technical data, computer programs, customer lists and information, marketing strategies, estimated staffing requirements, know-how, any information that is marked "confidential" or "proprietary" (as with

words of similar import), any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 12 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the term of this Agreement and for a period of 2 years thereafter; provided, however, that the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 13 MISCELLANEOUS

13.1 Any notice, consent or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

13.2 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

13.3 This Agreement shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in or closest to Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the Chair of the panel) selected by the two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final, binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdictions of the state and federal courts of the State of Nebraska for any litigation arising out of this Agreement, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial in respect of any litigation arising out of, under, or in connection with, this Agreement.

13.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

13.5 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state and local law (except for those taxes attributable to Client's income). Client shall not withhold or pay any federal, state or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

13.6 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the delivery or performance of the Deliverables and the Services, or any of its other obligations hereunder, in whole or in part, to any of GIS Workshop's subcontractors or other third parties selected by GIS Workshop.

without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

13.7 This Agreement, including all applicable SOWs, Change Orders and scope documents, the Terms of Service (if applicable) and other addenda (if any) (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. In the event of any conflict between the provisions of this Master Services Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Master Services Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

13.8 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.9 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

13.10 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

13.11 The provisions of Articles 1, 4, 7, 9-12, along with Sections 2.3, 3.2, 6.3, 13.2, 13.3, 13.5, 13.6, 13.8 and this Section 13.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:

By: Janelle Heuton

Name: Janelle Heuton

Its: Chief Operating Officer

Date: 5/31/16

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: CW Baltzell

Name: CW Baltzell

Its: Chairman

Date: 6-8-16

Address: 511 North Spruce

EXHIBIT A

See Statement of Work (Project No. 0286-005) attached separately

Exhibit A

Statement of Work

For

Keith County, Nebraska

Project Name:

Creating a K Area Layer for Keith County

Prepared for Renae Zink, County Assessor

Project No. 0286-015

May 27, 2016

EXECUTIVE SUMMARY

This Statement of Work outlines the Services to be performed and/or the Deliverables to be developed (the "Project") by GIS Workshop LLC ("GISW") pursuant to and governed by that certain Master Services Agreement dated ^{CWB} ~~May 27, 2016~~ ²⁰¹⁶ (the "Services Agreement"), by and between GIS Workshop, LLC and Assessor of Keith County, Nebraska ("Client"). This Statement of Work will also set forth the scope of the Services, a description of the Deliverables, responsibilities for all parties, and the estimated fees. Any capitalized terms used, but not defined herein, shall have the meaning ascribed to it in the Services Agreement.

TERMS AND CONDITIONS

The terms of this SOW are governed by the Master Services Agreement, Project Number 0286-015, dated May 27, 2016.

PROJECT OVERVIEW

GISW will create a K Area Layer to designate the four K Areas around Lake McConaughy. This layer will contain polygons for each of the four K Areas in the County. Once the layer is complete, it will be added to the existing layers on the Client's Assessor WebGIS Tab for use by the County.

SCOPE OF WORK

Based on the parcel identification numbers that will be provided by the Client, GISW will construct a K Area Layer that will contain a polygon for each of the four K Areas in the county. Each K area will be labeled according to its name, for example K1, K2, etc.

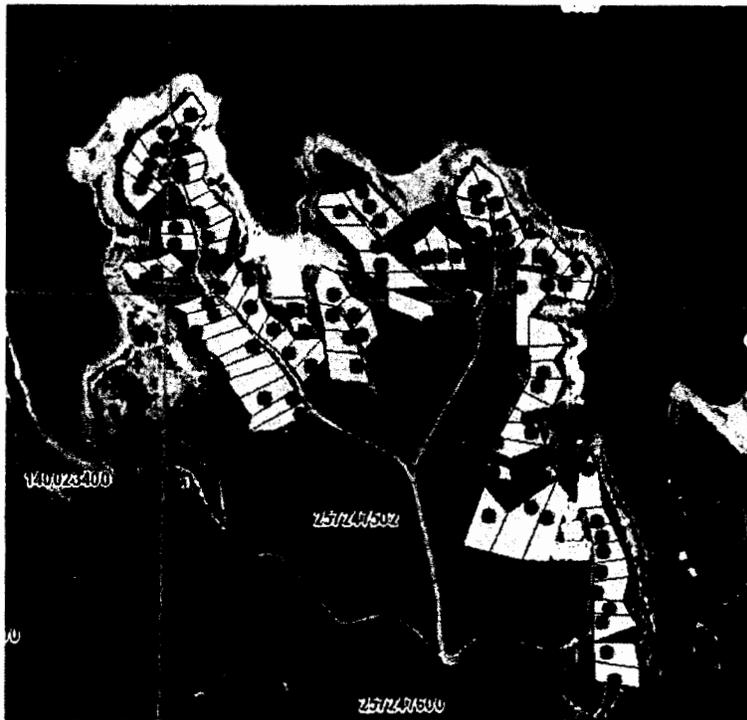


Figure 1: Example of the existing IO LL layer that will make up an entire K Area. Once the project is complete, the individual parcels will all be contained within a single layer so it will be clear which properties fall within the K area.

GISW will take the completed K Area Layer and upload it to the Assessor Tab on the Client's WebGIS site.

SUPPORT

GISW will continue to maintain and update the K Area layer on behalf of the Client. For any geometry changes to the K Area Layers in this SOW, such as the addition or deletion of parcels, the Client is responsible for providing all source material, such as PIDs, to GISW. Once GIS receives updated source material, the K Area Layer will be updated and added to on the WebGIS.

This SOW includes the creation for the four K Areas only. Any additional areas or future additions will require a new SOW and additional costs will apply.

CLIENT RESPONSIBILITIES

The successful completion of this project can only be attained through the full cooperation of Client's staff. GISW cannot be held responsible for delays caused by items that are the responsibility of the Client. GISW expects the Client to provide and/or be responsible for the following:

1. All hardware and software purchases (under the direction of GISW staff)
2. Provide other pertinent documents as deemed necessary, including hard copy tax maps, subdivision plats, access to deeds, survey, and other sources as needed
3. Correcting property boundaries, where cadastral maps were incorrectly drafted
4. Assist in the clarification of any questions that may occur
5. Ongoing QA/QC with GISW staff during GIS development process

PROJECT SCHEDULE

The GIS Workshop team is ready to start the Client's K Area Layer project. Delivery will occur within six (6) weeks following receipt of a signed contract for the project.

PRICING INFORMATION

The following provides the total and detailed costs for the services and deliverables described in this proposal. Variations and/or additions to those tasks, features, or services stated within are subject to additional costs.

| Set-up Deliverables | Cost |
|---|--------------------|
| K Area Layer Creation | \$980 |
| <i>All Layers Loaded onto the Assessor's WebGIS</i> | <i>\$ included</i> |
| Total Cost* | \$980 |

* Due upon Project Completion, net-30 terms. This is a one-time cost only, there are no ongoing fees associated with the Layer.

CHANGE ORDERS

Significant changes in, or additions to, this Statement of Work during the project that require additional consulting time from GISW will require a Change Order to detail a revised Statement of Work. This will ensure that the changes to the Statement of Work are documented, and that both the Client and GISW agree to the changes.

A Change Order reflects the new deliverables, activities, and budget for the remainder of the project. It amends the Agreement and Statement of Work from the date which is it signed. Payment for all hours worked and expenses incurred up to the date of the Change Order will be due at this time as they were stated in the original

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GIS Workshop, LLC

Signature:

By: Janelle Heuton

Name: Janelle Heuton

Its: Chief Operating Officer

Date: 5/27/16

Address: 4949 NW 1st, Ste. 1, Lincoln, NE 68521

Client:

By: Keith County

Name: C.W. Battzel

Its: Chairman

Date: 6-8-16

Address: 511 North Spruce

EXHIBIT A

See Statement of Work (Project No. 0286-015) attached separately

EXHIBIT B

Terms of Service

GIS WORKSHOP TERMS OF SERVICE

THESE TERMS OF SERVICE (the "Terms of Service") are effective as of the first date on which the person or entities agreeing hereto (the "Client") executes a Statement of Work or Master Services Agreement, agreeing to be bound to these Terms of Service, or otherwise indicates its acceptance of these Terms of Service by registering for and accessing the Service (as hereinafter defined) (the "Effective Date"). These Terms of Service outlines the services that the Client will receive. These Terms of Service shall be a binding agreement between Client and GIS Workshop, LLC ("GISW") (each a "Party" and collectively the "Parties"). The Terms of Service govern the Parties' rights and obligations with respect to the provision and access of those certain web-based services (the "Service") offered by GISW on and through its website (the "Site") for personal or business use by Client in connection with WebGIS (the "Purpose"). Client acknowledges that it has read these Terms of Service carefully before accessing or using the Site or the Service and agrees to be bound by the terms and conditions therein. To the extent GISW makes any material changes to these Terms of Service, it shall use commercially reasonable efforts to notify and seek Client's acceptance of such changes prior to such changes becoming effective as to Client. Capitalized terms which are used but not otherwise defined herein shall have the meanings ascribed to them in the Master Services Agreement. In the event of any conflict between the Terms of Service and the Master Services Agreement executed by the Parties, the Master Services Agreement shall control.

1.SERVICE. Subject to Client's continued compliance with these Terms of Service, and in consideration of GISW granting access to Client to the Site and Service in accordance with the terms hereof and the Subscription Fee (as defined below) paid by Client hereunder, GISW grants to Client, and Client hereby accepts, pursuant to the terms and conditions set forth herein, a non-exclusive, non-transferable, non-sublicensable right and subscription to use and access the Service through the Site, solely in connection with the Purpose. All features, content, specifications, Site Deliverables, data and layout of the Service described or depicted on, or generated through, the Site are subject to change.

2.THIRD PARTY PRODUCTS. Client acknowledges that the Service may include access to third party software, services and data (collectively, "Third Party Products"). By accessing the Service, Client is agreeing to be bound by each of these third party's terms with respect to their own software, services and data. GISW makes no independent representations or warranties with respect to any Third Party Products and shall have no liability arising out of or relating to Client's use thereof.

3.SCOPE OF SUBSCRIPTION RIGHTS. The rights granted by GISW to Client for the Service are personal to Client and allow Client to use and access the Service and any Site Deliverables (as defined below) generated through the Service for its own personal or business use, for public access (allowing the public to use any available computers or mobile devices to obtain access), on its own computer or mobile device, and strictly for the Purpose. Except as otherwise provided herein, these subscription rights may not be shared by more than one individual or assigned to new users without the consent of GISW, which may be withheld in GISW's sole and absolute discretion.

4.FEES AND PAYMENT TERMS.

(a) In consideration for GISW granting Client access to the Service, Client agrees to pay to GISW a non-refundable subscription fee in the amount and on the terms set forth on GISW's then-current fee schedule (the "Subscription Fee"), which shall be charged in accordance with the applicable terms of the statement of work executed by the parties (the "SOW").

(b) Unless otherwise agreed to by the parties, Client shall be initially charged the Subscription Fee on the Effective Date. Client shall register for the Service either through the execution of an SOW with GISW, or through accessing the Service electronically. Upon registration, Client may submit credit card information for the account that will be automatically charged for the Subscription Fee. Alternatively, GISW may issue an invoice to Client for payment by Client in accordance with the terms of such invoice. The Subscription Fees shall be processed on a reoccurring basis by GISW and either automatically charged to Client's credit card or through an issued invoice, which shall be payable by Client in accordance with its terms and the applicable terms of the SOW.

(c) In the event that GISW elects to allow for payment by credit card, GISW may use a third-party intermediary to manage credit card processing, and this intermediary will not be permitted to store, retain or use Client's billing information except to process Client's credit card

information for GISW. GISW's handling of Client's personal information shall be in accordance with GISW's privacy policies and practices, which will be provided to Client upon request.

(d) If Client's credit card payment information is entered in error or if payment does not go through for processing and Client fails to update or correct such payment information upon GISW's request, GISW may immediately terminate these Terms of Service and suspend Client's account without notice. In the event of any termination or suspension hereunder, Client will still have access to those portions and features of the Service that are made available to Client for no charge.

(e) The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state or federal jurisdiction that may be levied upon the Service or Client's use of the Site. If taxes should be imposed on any of the foregoing, Client will pay all such taxes (excluding taxes imposed on or measured by GISW's income) and hold GISW harmless for the payment of any and all such taxes.

5. CLIENT MATERIALS. Client acknowledges and agrees that, in order for Client to fully utilize certain portions of the Service, Client must input certain Client Materials into the Service via the Site or via the GISW. By doing so, Client is not relinquishing any of its ownership or rights in and to such Client Materials. However, Client hereby grants to GISW, and GISW hereby accepts, a non-exclusive, sublicensable, perpetual, worldwide license to use, host, reproduce, store, enhance, supplement and otherwise distribute the Client Materials in any and all ways necessary for GISW to provide to Client the Service, to generate the Site Deliverables, and for all other legitimate business purposes of GISW related to the Service or Site (or with respect to GISW's other legitimate business needs). Client, not GISW, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of all Client Materials, and GISW shall not be responsible or liable for the deletion, correction, inaccuracy, destruction, damage, loss or failure to store any Client Materials. Client acknowledges and agrees that GISW is not responsible for examining or evaluating and makes no guarantees regarding the accuracy, completeness, timeliness, validity, legality, decency, quality or any other aspect of the Client Materials, and GISW shall have no liability to Client or any third party for its use of or reliance on the Client Materials. GISW reserves the right to remove and/or discard Client Materials upon thirty (30) days written notice to the Client. If the Client does not claim the Client Materials or make arrangement to do so within thirty (30) days of GISW providing the written notice to the Client, GISW may remove and/or discard the Client Materials. GISW will, upon request, provide Client with access to the Client Materials during the Term of these Terms of Service, in a form reasonably agreed to by GISW and Client. The parties agree that GISW will provide notice to the Client of any Client Materials of which it has possession upon termination of these Terms of Service. GISW will maintain any such Client Materials for a period of thirty (30) days following termination of the agreement. If the Client or another representative of the State of Nebraska does not claim or make arrangements to claim the Client Materials within thirty (30) days after the notice, GISW has no further obligation to maintain any Client Materials.

6. SITE DELIVERABLES. As part of the Service, GISW may generate certain data, reports, studies, charts, presentations or other deliverables (collectively, the "Site Deliverables"). While GISW makes extensive efforts to present accurate and up to date Site Deliverables, Client acknowledges that such Site Deliverables rely largely on the accuracy and currency of the third party data used by GISW in connection therewith. Thus, GISW makes no representations or warranties as to the Site Deliverables, and the Parties acknowledge that the Site Deliverables may be inaccurate, incomplete, unreliable or out of date. Client should independently verify the accuracy, completeness and relevance of any information it receives from GISW as part of a Site Deliverable before relying on it for any purpose of material impact. GISW is not responsible for damages from lost profits, loss of business or any other losses arising out of Client's use of or reliance on the Site Deliverables, Service or Site.

7. SERVICE RESTRICTIONS. Client agrees it will not:

(a) Rent, lease, license, loan, transfer, assign, sell, copy, sublicense, commercialize, distribute or otherwise use or provide access to the Site, the Service or Site Deliverables, or the underlying software used therein, in whole or in part, on a temporary or permanent basis, except as expressly permitted by these Terms of Service;

(b) Use the Service, the Site Deliverables, the underlying software used therein, or any portion thereof to create any tool, application or software product that can be used to create software applications of any nature whatsoever;

(c) Use the Service, Site Deliverables, or the Site in any unlawful manner whatsoever;

(d) Remove, alter, cover, obfuscate, and/or otherwise deface any proprietary notices on the Site or the Site Deliverables;

(e) Access the Service by any means other than through the Site;

(f) Spider, data-mine, scrape, probe or otherwise attempt to abuse the Site or Service; or

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(c) If Client should have any questions, complaints or claims with respect to the Service, such questions, complaints or claims should be directed to:

GIS Workshop, LLC
Janelle Heuton
Chief Operating Officer
4949 NW 1st St., Ste 1, Lincoln, NE 68521
jbartels@gisworkshop.com
(402) 436-2150

(d) These Terms of Service may not be assigned or transferred by Client without the express written consent of GISW, which may be granted or withheld in GISW's sole discretion. These Terms of Service may not be assigned or transferred by GISW without the express written consent of Client which may be granted or withheld in Client's sole discretion, provided, however, that GISW may assign these Terms of Service in the event of a sale of all or substantially all of its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares without the express written consent of Client.

(e) The words "or" and "nor" are inclusive and include "and." "Including" means "including without limitation" and does not limit the preceding words or terms. The singular shall include the plural and vice versa. References to "Sections" shall mean the Sections of the Terms of Service, unless otherwise expressly indicated. The headings or titles preceding the text of the Sections are inserted solely for convenience of reference, and shall not constitute a part of these Terms of Service, nor shall they affect the meaning, construction or effect of the Terms of Service.

(f) These Terms of Service constitute the entire agreement of the Parties regarding the subject matter herein and supersede all prior or contemporaneous agreements, understandings or communications between the parties, whether written or oral. These Terms of Service may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each Party hereto.

(g) No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms of Service.

(h) If any provision of these Terms of Service or the application thereof to any Party or circumstances shall be declared void, illegal or unenforceable, the remainder of these Terms of Service shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision. Any deviation by either Party from the terms and provisions of these Terms of Service in order to comply with applicable laws, rules or regulations shall not be considered a breach of these Terms of Service. The provisions that expressly or by their nature survive the termination of these Terms of Service, or those provisions that will not be fully performed upon termination or expiration of these Terms of Service, shall survive the termination or expiration of these Terms of Service, as applicable.

(i) Client shall comply with all applicable laws, rules and regulations with respect to the performance of its obligations hereunder and otherwise with respect to its access and use of the Site and Service, including all applicable laws regarding the transmission of technical data exported from the United States or the country in which Client resides.

(j) The terms that, either expressly survive the termination of these Terms of Service or by their nature will not fully be performed during the Term, including but not limited to Sections 11, 12(c), 15, 16, 17, 20(b) and this Section 20(j), shall survive the termination or expiration of these Terms of Service.

CLIENT ACKNOWLEDGES THAT IT HAS READ THESE TERMS OF SERVICE, UNDERSTANDS THEM AND WILL BE BOUND BY THE PROVISIONS CONTAINED HEREIN. CLIENT FURTHER ACKNOWLEDGES THAT THESE TERMS OF SERVICE MAY NOT BE AMENDED BY CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF GISW.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made effective May 27, 2016 (the "Effective Date") by and between GIS Workshop, LLC, a Delaware limited liability company ("GIS Workshop"), and the Keith County, Nebraska Assessor (Client").

ARTICLE 1
DEFINITIONS

All capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in this Article 1:

1.1 "Change Order" shall mean a written change order signed by authorized representatives of GIS Workshop and the Client. A Change Order sets forth modifications and amendments to an existing SOW, and when executed, shall be deemed to be part of the SOW for all purposes.

1.2 "Client Materials" shall mean all information, content, data, functionalities or any other materials disclosed or provided to GIS Workshop by Client, whether created by Client or a third party, pursuant to the terms and conditions of this Agreement, for the purpose of assisting GIS Workshop with the performance of its obligations under this Agreement.

1.3 "Deliverables" shall mean any item that GIS Workshop develops, prepares for or provides to or for the benefit of Client in the course of providing Services, including any hardware, software or other product, as well as any data that GIS Workshop provides to Client in connection with any Web-based Services. For purposes of this Agreement, the Web-based Services, themselves, shall not be considered Deliverables.

1.4 "Intellectual Property" shall mean all or any of the following: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights, copyrightable works (including, without limitation, computer software programs and documentation, algorithms, program code, the Specifications, reports and designs), mask works and rights in data and databases; (d) trade secrets, knowledge, know-how, techniques, ideas, concepts and other proprietary information; and (e) all other intellectual property rights, in each case whether existing prior to the date of this Agreement or whether developed in the course of each party's performance of its obligations under this Agreement, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

1.5 "Normal Business Hours" shall mean 8:00 a.m. (CST) through 5:00 p.m. (CST) Monday through Friday, excluding all national holidays (as recognized by the United States Federal Government).

1.6 "Services" means any services rendered by GIS Workshop to or for the benefit of Client, as further defined in a SOW. Services specifically include any of the Web-based Services that are rendered by GIS Workshop to or for the benefit of Client.

1.7 "Specifications" shall mean those particular specifications and functionalities identified by the parties in a SOW and to which the Deliverables shall be developed by GIS Workshop.

1.8 "Statement of Work" or "SOW" shall mean any and all documents substantially in the form of Exhibit A, to include any addendums, signed by the parties, that sets forth the particular Services to be rendered and Deliverables to be developed by GIS Workshop, the schedule for the delivery of the Services and Deliverables, the respective obligations of the parties and other relevant information pertaining to the performance of Services and development of Deliverables by GIS Workshop.

1.9 "Web-based Services" or "WebGIS" shall mean any internet-based geospatial system or application that is hosted by GIS Workshop for storing, managing, publishing and using maps, data, and other information.

1.10 "Spider" shall mean a software program that automatically searches web pages to create entries for a search engine.

1.11 "Scrape" shall mean a software program that automatically copies content from a specific website.

1.12 "Subscription Fee" shall mean the set annual compensation amount for Web-based Services.

ARTICLE 2
GIS WORKSHOP'S OBLIGATIONS

2.1 All Services shall be performed by qualified personnel in a professional and workmanlike manner. GIS Workshop shall have sole discretion regarding the selection of the personnel to render the Services.

2.2 GIS Workshop will establish working hours for its personnel, and may, at its sole discretion, use the resources and materials it deems necessary to perform the Services. GIS Workshop shall, within the specifications set forth in a SOW, determine the method, details and means of performing the Services.

2.3 Client agrees that GIS Workshop may suspend the performance of Services to Client without notice and without liability if: (a) Client

fails to pay any amount due and owing to GIS Workshop within 15 days of receiving a non-payment notice from GIS Workshop in accordance with Section 4.2 below; (b) there is any event for which GIS Workshop reasonably believes the suspension of the Services is necessary to protect its systems or other clients; or (c) a law enforcement or government agency has requested such suspension. If GIS Workshop suspends work based on Section 2.3(b), and such suspension lasts for longer than 15 business days, then Client may terminate this Agreement or any SOW forthwith.

2.4 To the extent that Client desires to subscribe to any Web-based Services, Client agrees to be bound by the Terms of Service attached hereto as Exhibit B.

2.5 GISW acknowledges that the Nebraska Fair Employment Practices Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. sections 48-1101 to 48-1125). GISW guarantees compliance with the Nebraska Fair Employment Practices Act, and breach of this provision shall be regarded as a material breach of the contract. GISW shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

2.6 GISW certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity.

ARTICLE 3 CLIENT OBLIGATIONS

3.1 Client shall provide GIS Workshop with reasonable and necessary access to Client's personnel, facilities, computers, equipment and Client Materials during Normal Business Hours and otherwise as reasonably requested by GIS Workshop, in order to enable GIS Workshop to provide Services.

3.2 Except as expressly set forth in this Agreement, GIS Workshop will have no liability for any damages incurred by Client due to a breach of the security of Client's facilities or technology. Client is responsible for taking such actions as may be reasonably necessary to protect the security of said facilities and technology.

3.3 GIS Workshop shall have no liability for loss of any Client Materials that GIS Workshop stores for Client. Accordingly, Client shall be solely responsible for (a) creating and maintaining current copies of all Client Materials stored by or on behalf of GIS Workshop or otherwise provided to GIS Workshop, and (b) storing such copies in a reasonably secure location.

3.4 Client hereby represents and warrants that Client has obtained all necessary authorizations, permissions or licenses to provide the Client Materials to GIS Workshop. Client hereby grants to GIS Workshop a non-exclusive right and license to use, reproduce and/or modify the Client Materials to the extent necessary to enable GIS Workshop to provide Services and to otherwise develop the Deliverables.

3.5 Client shall be responsible for compliance with all laws and governmental regulations affecting its use of the Services and Deliverables, and GIS Workshop shall not have any responsibility

therefore including, without limitation, any responsibility to advise Client of such laws or regulations.

3.6 Client is solely responsible for ensuring that any hardware, applications or software not provided by GIS Workshop pursuant to this Agreement will function properly while using the Deliverables and Services provided or supported by GIS Workshop under this Agreement. The failure of Client's hardware, applications or software to so function shall not relieve Client of any of its obligations under this Agreement.

3.7 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any software provided or licensed to Client by GIS Workshop. Client may not reverse engineer, decompile, or disassemble any software provided or licensed by GIS Workshop, except and only to the extent that (a) the parties expressly agree in the applicable SOW that Client owns all right, title and interest in and to the software and the Intellectual Property embodied therein, or (b) such activity is expressly permitted by applicable law.

3.8 Notwithstanding the above Sections in this Article (Article 3, Client obligations), GIS Workshop is subject to Article 10 of this Agreement.

ARTICLE 4 FEES AND EXPENSES

4.1 Client shall pay GIS Workshop for all Services and Deliverables, at the times and in the manner as set forth on each SOW. Client agrees to pay all sales, use, value-added, excise, and other similar taxes (but specifically excluding taxes on, or measured by, GIS Workshop's income) which result from, or are related to the rendition of the Services or the providing of the Deliverables. If a SOW requires Client to reimburse GIS Workshop for reasonable out-of-pocket expenses incurred by GIS Workshop in the rendition of the Services (collectively the "Out-of-Pocket Expenses"), upon Client's written request, GIS Workshop shall furnish documentation verifying the Out-of-Pocket Expenses for which GIS Workshop seeks reimbursement. Upon the execution of a Change Order, GIS Workshop may require Client to pay for all Services and Deliverables completed from execution of the original SOW to the execution of the Change Order. Client shall pay all amounts due and owing upon the due dates set forth in the applicable SOW. Any payment that is past due to GIS Workshop by more than 30 days shall bear interest at the rate of 12% per annum or the highest rate allowed by applicable law (whichever is lower). Client shall reimburse GIS Workshop for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

4.2 Client's failure to make any payment owing and due to GIS Workshop shall be considered a material breach of this Agreement. As such, GIS Workshop may issue a non-payment notice to Client, which, if not satisfied within 30 days after the receipt thereof, shall constitute grounds for GIS Workshop to terminate this Agreement or the SOW(s) applicable to the Services or Deliverables for which payment has not been timely made, in its sole discretion.

ARTICLE 5 DELIVERABLES AND SERVICES

5.1 GIS Workshop shall develop the Deliverables and perform the Services in accordance with the Specifications and terms set forth in the applicable SOW.

5.2 GIS Workshop shall be under no obligation to develop any Deliverables or provide any Services except in accordance with the requirements set forth in each applicable SOW or the Terms of Service (if applicable). Notwithstanding the foregoing, in the event that GIS Workshop agrees to any changes, as may be requested by Client from time to time, to any of the Services or the Deliverables or to the Specifications, such changes shall be documented in a written Change Order.

5.3 GIS Workshop shall deliver the Deliverables, along with all relevant documentation, code and programming language, in a timely manner, in accordance with the milestones and delivery dates further specified in the applicable SOWs. The parties will agree on any testing and acceptance procedures in the applicable SOW.

5.4 Upon final payment by Client under the applicable SOW for a Deliverable and satisfaction of all outstanding obligations, Client shall be deemed the owner of title to such Deliverable, excluding the Intellectual Property contained or embodied therein (unless otherwise set forth in the applicable SOW), and Client will receive a royalty-free, non-exclusive license to use the Intellectual Property embodied in such Deliverable solely in connection with Client's rightful use of the applicable Deliverable and conditioned upon Client's compliance with its obligations in this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue until terminated as provided in this Agreement. Each SOW shall also have its own termination provision. Unless otherwise agreed, termination of any SOW shall not constitute a termination of any other SOW or of this Agreement. However, the termination of this Agreement shall terminate all unterminated SOWs and the Terms of Service, if applicable.

6.2 GIS Workshop may terminate this Agreement immediately if it reasonably believes that Client is infringing, has infringed, or is threatening to infringe the intellectual property rights of any third parties. This Agreement or any SOW may be immediately terminated, in writing, by either party as follows: (a) if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party; (b) at any time when there are no currently effective SOWs; (c) upon dissolution, insolvency, or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party.

6.3 Upon termination of this Agreement or any SOW for any reason: (a) Client shall immediately pay all amounts outstanding and due to GIS Workshop under this Agreement and all outstanding SOWs for Services provided and for Deliverables developed hereunder; (b) Client shall immediately cease using any terminated Services; (c) GIS Workshop may take steps to change, remove or otherwise block Client's access to any Services to which Client had access; and (d) upon payment in full of the fees owed to it, GIS Workshop shall deliver to Client any Deliverables, in their current form as of the effective date of termination, along with all documentation,

Specifications, Client Materials, programming language and any other materials related thereto in GIS Workshop's possession, regardless of its stage of completion. Unless otherwise specified in the applicable SOW, Client shall reimburse GIS Workshop for the costs of all non-cancelable products or services procured from third parties in connection with GIS Workshop's performance of the Services.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 The parties agree that all Intellectual Property that has been or is developed by GIS Workshop in developing the Deliverables or performing the Services hereunder belongs exclusively to GIS Workshop, including all Intellectual Property contained or embodied in the Deliverables, the Services, the Specifications and anything else provided to Client by GIS Workshop in connection with this Agreement, as well as any modifications, enhancements, improvements or derivative works therein or thereto. Client will refrain from taking any action that weakens, deters or otherwise negatively impacts GIS Workshop's rights in its Intellectual Property. Client hereby assigns any and all rights it may be deemed to own in GIS Workshop's Intellectual Property to GIS Workshop. For purposes of clarification, upon payment in full by Client for all Deliverables and Services, Client shall own the Deliverables themselves (including any Site Deliverables under Exhibit B), notwithstanding the fact that no proprietary rights shall accrue to Client in any Intellectual Property embodied therein or associated therewith, and Client may use such Deliverables as it sees fit, subject to Client's full and continued compliance with the terms and conditions of this Agreement.

7.2 Unless otherwise set forth in the applicable SOW, and except as expressly set forth in Section 8.1, GIS Workshop (or the third party information or service providers of GIS Workshop, as applicable) shall be the exclusive owner of all right, title, and interest in and to any and all Intellectual Property embodied in any Deliverable provided to Client hereunder, including all data and data compilations. Notwithstanding the foregoing, Client will retain ownership of the Intellectual Property embodied in any Client Materials that are incorporated into such Deliverable, as such Client Materials exist at the time Client discloses or provides them to GIS Workshop hereunder, and no proprietary rights shall accrue to GIS Workshop in such Client Materials.

7.3 In performing a Service or developing a Deliverable, GIS Workshop may use certain third party technology set forth in the applicable SOW ("Third Party Technology"). To the extent GIS Workshop has the right to grant licenses to such Third Party Technology, GIS Workshop hereby grants to Client a royalty-free, non-exclusive license to use the Third Party Technology solely in connection with its use of the applicable Deliverable, subject to any limitations imposed by the owner of such Third Party Technology.

7.4 GIS Workshop may from time to time arrange for Client's purchase, lease or license of third party hardware, equipment, software, services, data or other products not owned by GIS Workshop ("Third Party Products"). Client's use of Third Party Products is governed by the terms and conditions of any license or other agreement between Client and the third party, and Client agrees to abide by all such terms and conditions. GIS Workshop makes no independent representations and warranties with respect to

words of similar import), any information that is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter, as well as any information or material which, by its nature and under the circumstances surrounding its disclosure, is generally considered proprietary and confidential, regardless of whether it is marked or properly reduced to writing. Confidential Information does not include information that (a) is publicly known at the time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; (c) is published or otherwise made known to the public by the Disclosing Party; or (d) was generated independently by the Receiving Party before disclosure by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to perform its obligations under this Agreement. The Receiving Party will likewise restrict its disclosure of the Disclosing Party's Confidential Information to those who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations under this Agreement. Such persons will be informed of and will agree to the provisions of this Article 12 and the Receiving Party will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. The above-described nondisclosure obligations shall be in effect during the term of this Agreement and for a period of 2 years thereafter; provided, however, that the Receiving Party may disclose such Confidential Information if required or requested to do so by a governmental agency, a court or administrative subpoena, an order or other legal process or requirement of law, or in order to defend its rights hereunder. If so requested or required, the Receiving Party shall (x) first notify the Disclosing Party of such request, requirement or proposal for use in defense; (y) in the case of a required disclosure, furnish only such portion of the Confidential Information as it is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is required to be disclosed. Upon the termination of this Agreement in its entirety, and upon the written request of the Disclosing Party, each Receiving Party shall return all Confidential Information of the Disclosing Party which is in its possession or under its control.

ARTICLE 13 MISCELLANEOUS

13.1 Any notice, consent or other communication required or permitted hereunder shall be in writing. It shall be deemed given when (a) delivered personally, (b) sent by confirmed fax or e-mail, (c) sent by commercial overnight courier with written verification of receipt, or (d) sent by registered or certified mail, return receipt requested, postage prepaid, and the receipt is returned to the sender. Names, addresses and fax numbers for notices (unless and until written notice of other names, addresses and fax numbers are provided in accordance with the provisions of this Section) are listed on the signature page to this Agreement.

13.2 Except as expressly stated herein, the remedies provided to the parties under this Agreement shall be cumulative and non-exclusive.

13.3 This Agreement shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof. Any dispute arising under this Agreement will be first referred for resolution to each party's respective management designee. To the extent that the designees of the parties cannot resolve the dispute within a reasonable period of time, the parties shall consider in good faith trying to settle the dispute by non-binding mediation and/or engaging in binding arbitration. Any and all mediation and arbitration hearings shall be held in or closest to Lincoln, Nebraska, unless the parties agree otherwise. All such arbitration will be conducted in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association by a panel of three neutral arbitrators, one selected by each party and the third (who will be the Chair of the panel) selected by the two arbitrators. The award or decision rendered by the panel (including an allocation of the costs of arbitration) will be final, binding, and judgment may be entered upon such award by any court of competent jurisdiction. Neither party shall initiate litigation with respect to any dispute until at least ninety (90) days after notice of the dispute is first given or received. In the event litigation is pursued, each party, for itself and its successors and assigns, hereby expressly and irrevocably (a) consents to the exclusive jurisdictions of the state and federal courts of the State of Nebraska for any litigation arising out of this Agreement, (b) waives any objection based on forum non conveniens or any objection to venue of any such action, and (c) waives any rights it may have to a jury trial in respect of any litigation arising out of, under, or in connection with, this Agreement.

13.4 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission or electronic mail, and the receipt of such executed counterparts by facsimile transmission or electronic mail shall be binding on the parties.

13.5 The parties acknowledge that GIS Workshop is an independent contractor with respect to Client. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or employment relationship between GIS Workshop and Client. Client will not supervise GIS Workshop. GIS Workshop shall pay all taxes due and payable on the payments received from Client in accordance with federal, state and local law (except for those taxes attributable to Client's income). Client shall not withhold or pay any federal, state or local income tax, or any other payroll tax of any kind, on behalf of GIS Workshop. GIS Workshop not eligible for, nor entitled to, and shall not participate in, any of Client's fringe benefit plans.

13.6 GIS Workshop may assign this Agreement in the event of a sale of all or substantially all its assets or a merger, consolidation or change in control of a majority of its outstanding voting shares. Otherwise, except as otherwise provided herein, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent, which consent may be withheld or conditioned at the discretion of the non-assigning party. GIS Workshop may not subcontract the delivery or performance of the Deliverables and the Services, or any of its other obligations hereunder, in whole or in part, to any of GIS Workshop's subcontractors or other third parties selected by GIS Workshop.

without the Client's prior written consent, which consent will not be unreasonably withheld or delayed.

13.7 This Agreement, including all applicable SOWs, Change Orders and scope documents, the Terms of Service (if applicable) and other addenda (if any) (all of which are incorporated herein by this reference) contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. In the event of any conflict between the provisions of this Master Services Agreement and any SOW, the Terms of Service, or any other addenda, the provisions of this Master Services Agreement will control. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party.

13.8 If any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, the remaining provisions of this Agreement shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

13.9 As used in this Agreement, "including" means "including without limitation". The words "or" and "nor" are inclusive and include "and". The singular shall include the plural and vice versa. References to "Articles," "Sections," or "SOWs" shall mean the Articles, Sections or SOWs of or attached to this Agreement, unless otherwise expressly indicated. The headings or titles preceding the text of any Article or Section are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

13.10 If either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Client's computer system, GIS Workshop system downtime for routine maintenance, network problems, or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

13.11 The provisions of Articles 1, 4, 7, 9-12, along with Sections 2.3, 3.2, 6.3, 13.2, 13.3, 13.5, 13.6, 13.8 and this Section 13.11 of this Agreement shall survive the termination of this Agreement, to the extent applicable.

Agreement and Statement of Work. Additional time detailed in the Change Order will be billed at the GISW fee structure in effect at the time of the issuance of the Change Order.

TERMINATION

This Statement of Work may be terminated with respect to any Service or Deliverable by mutual agreement of the parties. Upon termination, Client shall pay GIS Workshop for all Services performed and Deliverables delivered up to and including the date of termination. These post-termination obligations shall survive the termination of this SOW, to the extent applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (Project No. 0286-015) as of the date first above written.

Agreed to and Accepted by:

GIS Workshop, LLC

Sign: Janelle Heuton

By: Janelle Heuton

Its: Chief Operating Officer

Date: 5/27/16

Keith County, Nebraska

Sign: C.W. Baltzell

By: C.W. Baltzell

Its: Chairman

Date: 6-8-16

Client Contact for GISW Project Manager for data requests:

Name: ~~Rene Zink~~ ^{LL} Renee L. Zink

Title: County Assessor

Phone: 308-284-8045

Email: rzink@keithcounty.gov