

Sales Quote

Prepared for: Greg Hall
City of Greenfield
10 South State Street
Greenfield, Indiana 46140

Quote Number: 2070
Date: 09/17/25
Expiration: 90 Days

Service	Subtotal
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ArcGIS Enterprise Training**\$6,500.00**

This service package is designed for new users of ArcGIS Enterprise and includes two days of remote training for up to five (5) users. The following deliverables are included:

Introduction to ArcGIS Enterprise

- Overview of ArcGIS Enterprise and its capabilities

Administering GIS Resources and Data

- Managing GIS assets, data, and resources effectively
- Essentials of managing user-owned data and ArcGIS-managed data
- Optimizing services for both user-managed and ArcGIS-managed data

Securing and Scaling Your Enterprise

- Setting up and securing a foundational ArcGIS deployment
- Enhancing deployment security for users and groups
- Scaling with distributed systems for high availability and resilience

User and Access Management

- Configuring user roles, groups, and permissions
- Managing data access and privileges

Expanding ArcGIS Enterprise Capabilities

- Extending functionality through service federation
- Using distributed collaborations for data sharing

Core Web GIS Services

- Fundamentals of web services in ArcGIS Enterprise

Data and Geodatabase Essentials

- Introduction to multiuser geodatabases
- Connecting to and loading data into geodatabases
- Managing and maintaining geodatabase workflows
- Data associations and applying workflows for data integrity

Automating and Optimizing Enterprise Workflows

- Automating routine tasks within ArcGIS Enterprise

Notes:

1. This work will be completed via remote connection using Microsoft Teams or Zoom. The same training can be conducted onsite however additional travel charges will apply.
2. Each attendee must have access to a computer during training and be logged in with their own user
3. Training will be conducted in four three-hour sessions and must be completed within 30 days of start date.
4. Any unused training hours may be converted to a block of support hours at no additional charge.
5. Recording Notice: To enhance training quality and for internal review purposes, Cloudpoint Geospatial reserves the right to record this training session. By participating in this training, you acknowledge and consent to this recording.

Total**\$6,500.00**

CLOUDPOINT GEOSPATIAL, INC. - TERMS AND CONDITIONS

The Proposal provided with these terms & conditions is valid for ninety (90) days from the date of submittal, after which Cloudpoint Geospatial, Inc. reserves the right to change or amend the Proposal. Acceptance of the Proposal is subject to agreement to these terms & conditions (the "Agreement"). In this Agreement, "Consultant" refers to Cloudpoint Geospatial, Inc., an Illinois corporation, and "Client" refers to the party set forth in the Proposal.

1. Performance of Services: The Consultant shall perform the services outlined in this proposal (the "Services") in accordance with this Agreement. The relationship between the Client and the Consultant is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture.

2. Additional Services: Consultant shall be compensated for technical support for any issues arising from connectivity to the Client's network should remote connectivity be required for the Services.

3. Technical Support: Free technical support in relation to service/product provided in this contract will be provided for a period of thirty (30) days following final project delivery. Further support may be provided under a separate contract agreed upon between the parties.

4. User Acceptance: The Client will be provided a period of three (3) weeks to test and review each configured or customized application prior to final delivery. Once the Client performs their user acceptance testing, Client may enter feedback into the documentation provided. Consultant will then provide one round of upgrades to the application prior to making final delivery. The Consultant shall be compensated for any additional upgrades or repairs to the application(s) following the user acceptance period.

5. Access to Site: Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

6. Term and Termination:

a. The "Term" of this Agreement extends through the term set forth in the Proposal. If the project completion date is delayed more than 30 days as a result of the Consultant's schedule or Client's schedule, a reasonable adjustment in the Term will be made. This Agreement may be terminated by either party should the other party fail to perform any of its obligation hereunder; the terminating party must provide not less than thirty (30) days' notice of a breach of this Agreement to the other party prior to terminating this Agreement, and if such breach is curable and is not cured without such thirty (30) day period, the terminating party may provide notice of immediate termination of this Agreement.

b. Upon termination by Consultant due to a breach by Client, any payments which would have been due from Client if this Agreement had not been terminated shall accelerate and be paid immediately by Client. Upon termination of this Agreement for any other reason, including mutual consent to terminate, Client shall make any payments which accrued and became due during the Term, including any pro rata payments for partial Services performed during the Term. Consultant will release any partially performed Services to Client upon payment by Client as specified in this paragraph.

7. Payment:

Client agrees to pay the Consultant for all Services performed and all costs incurred by Consultant in performance of the same.

a. **Managed Services:** Invoices for the Consultant's services will be submitted on a monthly basis throughout the length of the contract. Client agrees to pay the Consultant within thirty (30) days of receiving an invoice unless otherwise agreed to in writing. Clients who choose to pay for twelve (12) months of services in advance shall receive a discount of two and one-half percent (2.5%) off the total annual fee. This discount applies only to full annual prepayments made at the beginning of the twelve-month period. The discount is non-refundable in the event of early termination of the agreement.

b. **Block of Hours:** Client will be invoiced for the entire contract amount upon receipt of executed contract. Consultant makes no guarantee of work to be completed in the amount of hours purchased.

c. **Lump Sum:** Client will be invoiced for 20% of the contract amount after execution of the contract with the remainder to be invoiced according to the payment schedule included herein. If a payment schedule is not included, the remaining project balance will be invoiced in months 2 and 3, for a total of 100% invoiced 90 days from the contract execution date.

d. Without limiting Consultant's other rights at law and as set forth herein, Consultant reserves the right to pause its provision of Services if Client has not paid any amount due hereunder by the due date, and if Client is required to make any payment upfront, Consultant is not required to begin services until such payment is made.

e. Accounts unpaid thirty (30) days after the payment due date are subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees. All fees paid hereunder are nonrefundable.

8. Data Accuracy: Any data deliverables are considered mapping grade quality and should not be used for engineering design or construction work without being verified by a licensed professional surveyor.

9. Hardware in Excess of Five Years Old: Consultant will not provide support services for hardware of Client that is more than five (5) years old.

10. Hiring Practices: During the term of this Agreement and for one year thereafter, neither party shall (directly or indirectly, on their own behalf or on behalf of a third party) hire or engage any employee or independent contractor of the other party, for work on this Agreement, or any other agreement or work of the hiring party, without the prior written consent of the other party, nor encourage any employee or contractor to leave the employ of the other party. This section is not intended to restrict the rights of employees of either party to seek and obtain employment or engagement by the other party on their own initiative or in response to publicly posted employment advertisements or job fairs, provided no solicitation occurs on the part of the hiring party, directly or indirectly. Consultant is an equal opportunity employer and values diversity. Consultant does not discriminate based on race, religion, color, national origin, gender, sexual orientation, age, marital status, veteran status, or disability status.

11. Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and should only be used for the purposes intended as may be described in the Proposal, in this Agreement, or by Consultant in the course of providing the Services. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

12. Confidential Information:

a. During the course of this Agreement, one party may be entrusted with various information (in each case, the "Recipient") that the other party intends to remain confidential (in each case, the "Discloser"), including but not limited to, processes, marketing plans, financial information, general business plans, and any other materials which the Recipient knows or should reasonably know the Discloser intends to remain confidential, which may concern and/or belong to Discloser, the Discloser's actual or prospective partners, vendors, and suppliers, or Discloser's customers or clients, and which may be in electronic, physical, written, oral or any other form (collectively, the "Confidential Information").

b. For clarity, the terms of this Agreement shall be considered Confidential Information of Consultant. If this document becomes subject to a FOIA request the Client must request a redacted version of the document from the Consultant. Consultant will provide a redacted version within two business days of the request.

c. The term "Confidential Information" does not include any information which at the time of disclosure is in the public domain, is already known by Recipient at the time of disclosure as demonstrated by Recipient's records, is rightfully obtained by Recipient on a non-confidential basis from a third party, or which was independently developed by Recipient without reference to the Confidential Information of Discloser.

d. The Recipient shall not use for its own benefit, and shall not disclose, or authorize any third party to use or disclose, any Confidential Information of the Discloser, except as may be necessary to fulfill its obligations under this Agreement. Notwithstanding the foregoing, a Recipient may disclose Confidential Information to the limited extent required in order to comply with applicable law, or the order of a court or other governmental body, provided that it first provides given written notice to the Discloser and makes a reasonable effort to obtain a protective order where applicable.

e. If the parties previously entered into a non-disclosure agreement (an "NDA") addressing treatment of confidential information of the parties which remains in effect, such NDA shall survive except to the extent that it directly conflicts with this Agreement, in which case this Agreement will control.

13. Intellectual Property:

a. As between Consultant and Client, Consultant holds all right, title, and interest to any and all inventions, ideas, patentable material, software code, designs, devices, methods, technology, trade secrets, concepts, methodologies, goodwill, trademarks, service marks, trade names, and general intangibles incorporated within the Services or otherwise provided by Consultant to Client (collectively, the "Consultant IP"). This Agreement does not grant upon Client any rights to use such Consultant IP in any manner except in connection with use of the Services.

b. The Consultant will own the intellectual property rights to any solutions or other developments developed or conceived of as part of the Services and hereby reserves the right to redistribute or resell said property to any interested party upon removing Client's identifying information. This is not a work made for hire agreement. If Client sends or transmits any communications or materials to Consultant suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Provider is free to use such feedback, and Client hereby assigns the same to Consultant.

14. Liability Insurance: The Consultant maintains insurance coverage of the following types - Professional Liability, Commercial General Liability, Automobile Liability, Umbrella Policy, and Cyber Insurance. Certificates of insurance will be provided to Client with additional insured listing upon request.

15. Disclaimer of Warranties: CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THE SERVICES, OR ANY RESULTS RECEIVED THROUGH OR THAT MAY BE ACHIEVED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURSUE, TITLE, NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions. Nothing contained in the Proposal, in any of Consultant's marketing materials, or any oral statements made by Consultant or its representatives, will alter the limitations and disclaimers set forth in this paragraph.

16. Limitation of Liability: IN RECOGNITION OF THE RELATIVE RISKS, REWARDS, AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THE CONSULTANT'S TOTAL LIABILITY TO THE CLIENT FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES (INCLUDING BUT NOT LIMITED TO, THE CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY) SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE FEES PAID TO CONSULTANT BY CLIENT IN THE 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. ADDITIONALLY, IN NO EVENT WILL CONSULTANT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR THIS AGREEMENT.

17. Indemnification: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other party (in the capacity of "Indemnatee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of (i) a breach of this Agreement; (ii) a grossly negligent or more culpable act or omission by Indemnitor; or (iii) improper or intended use of the Services or the results thereof by Client as Indemnitor.

18. Third-Party Services & Information: Unless specifically stated, this proposal does not include any software licensing or maintenance fees for software. Client is responsible for providing the necessary software licensing for solutions deployed to and operated on their system. The Consultant is not responsible for any licensing violations brought on by the Client's negligence. To the extent that any third party services, including any software and any hosting services, are incorporated within the Services, are provided to Client as part of the Services, or are recommended by Consultant, Client acknowledges and agrees that (a) the same may be subject to third party terms and conditions and Client is responsible for reviewing the same; and (b) Consultant is not and shall not be liable for any errors in the Third Party Services, nor any liabilities or damages arising from Client's use of or access to any Third Party Services. Further, the Consultant will not be liable for the accuracy, completeness, or costs associated with data acquired from other sources or retrieved from Client servers when requested by the Client.

19. Amendments: No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party. In the event of any conflict between the Proposal and this Agreement, or between this Agreement and any other information or statements provided by Consultant, including invoices, this Agreement shall control.

20. Force Majeure: Consultant shall not be responsible for damages arising directly or indirectly from any delays or causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client, the Client's representatives, or the Client's consultants to act in a timely manner. Consultant shall be compensated accordingly for additional costs incurred because of such delays.

21. Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

22. Governing Law & Jurisdiction: This Agreement shall be governed by and construed under and in accordance with the laws of the State of Illinois, USA, without regard to its choice of law provisions. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Woodford County, Illinois, or the federal district courts for the Northern District of Illinois. The prevailing party in any such action will be entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party in addition to any other remedy.

23. Survival & Severability: Sections 6, 7, 10 through 24, and any other provision which by its language or intent should survive, will survive termination of this Agreement. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

24. Assignment: No assignment by Client of this agreement, or of any rights or obligations hereunder, will be valid without the prior written consent of the Consultant. Notwithstanding the foregoing, this agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

25. Counterparts: This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures.

Signatures

Name:	
Job Title:	

Signature:	
Date:	