
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **City of Greenfield, Indiana**, whose place of business is: Keith J McClarnon Government Center, 10 South State Street, Greenfield, IN 46140 ("CLIENT").

NOTE: This Agreement replaces previous agreements for GIS System Support and On-site GIS Consulting services between PROFESSIONAL and the CLIENT, effective, January 1, 2026.

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Staff Augmentation Flex Support

- a) CLIENT will have up to **ninety-six (96)** hours per year of Flex (remote) Support. Unused hours do not carry over past the end of the year. CLIENT is encouraged to utilize / schedule any unused hours remaining at least 45 days before the end of the year. PROFESSIONAL anticipates the hours to be spread equally throughout the year; however, hours may be accelerated within the year based on mutual agreement between the CLIENT and PROFESSIONAL. This time could be used in as little as half-hour increments for items such as, but not limited to:
 - 1) Maintain NextGen 911 Data
 - 2) Data packaging for custom requests
 - 3) Data review
 - 4) Map creation
 - 5) Custom GIS related requests (ex: ArcGIS Online, Field Maps)
 - 6) Remote training of GIS software (software not included)
 - 7) Assistance with applying GIS to specific tasks
- b) Consulting services will be performed remotely.
- c) PROFESSIONAL shall endeavor to respond to inquiries, requests, and notices from CLIENT within five (5) business days.

B. Staff Augmentation On-site Consulting

- a. As part of the program, PROFESSIONAL will provide on-site consulting time staffed by a PROFESSIONAL staff member a total of twelve (12) days to be covered over twelve (12) separate visits per year listed below. Consulting includes activities such as assistance with other system integrations to the GIS, assistance with applying GIS to specific tasks, non-classroom style training, and data maintenance. Certain data creation tasks will also be included such as creation of school districts, flood plains, zoning layers, etc. The creation of new projects, such as watershed development, drainage assessment, and field data collection would not be included in this package. It is expected that data creation will be limited to projects that require less than 40 hours total. Each request for data creation will be prioritized with other requests and entered into the queue for prioritized time assignment. Larger data creation requests will be quoted at a favorable rate, as needed.
 - b. It is anticipated that multiple departments will be requesting assistance. To assist with the categorizing as well as prioritizing of these tasks, PROFESSIONAL will outline priorities in a monthly status report. The status report will help manage the expectations by determining a schedule for accomplishing the tasks, as well as serve as a reporting structure from PROFESSIONAL staff to CLIENT.
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- c. On-site days may be substituted for eight (8) Flex (remote) hours, based on mutual agreement between CLIENT and PROFESSIONAL. These hours would be used in eight (8) or four (4) hour increments.
- d. Unused On-site Consulting days do not carry over past the end of the year. CLIENT is encouraged to utilize / schedule any unused hours at least 45 days before the end of the year.

**If the listed software is not currently installed / configured this can be done as part of On-site Consulting or Flex Support.*

During the term of the agreement and one (1) year following the end of any agreement with PROFESSIONAL, CLIENT agrees to not hire, solicit, induce, recruit or encourage any person employed by the PROFESSIONAL to leave their employment without express written permission from the PROFESSIONAL.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. Annual Cost:	\$41,292
Staff Augmentation items:	
Flex Support (96 hours/year):	Included
Flex Support (12 Days On-site):	Included

B. Payment Schedule

Year 1	January 1, 2026 – December 31, 2026:	\$41,292
Year 2	January 1, 2027 – December 31, 2027:	\$43,356

Invoicing will be done on a quarterly basis from the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 0.67% per month (8% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice> and Exhibit "A". By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail. If CLIENT has any objections to the revised Terms of Service, CLIENT shall serve written notice to PROFESSIONAL with such objections within ten (10) days of receipt of the revised Terms of Service; if CLIENT does not issue written objections within the 10-day period, CLIENT will be deemed to have accepted the modified Terms.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period,

subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through December 31, 2025.

PROFESSIONAL:

Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President & CEO

Date: 12/18/2025

CLIENT:

City of Greenfield, Indiana

By: _____

Print: _____

Title: _____

Date: _____

Exhibit "A"

Terms of Service, version 12.12.18

We (Schneider GeoSpatial and Schneider GeoSpatial doing business as qPublic and qPublic.net) entered into a written agreement with you to provide certain services. The agreement provides that these Terms of Service are incorporated into and made a part of the agreement. We reserve the right to update or modify these Terms of Service upon ten (10) days prior notice to you. Such notice may be provided by us to you by e-mail.

A) Your Responsibilities

To the extent required for us to render services to you, you shall do the following in a timely manner so as not to delay the services: (1) Designate a person to act as your representative with respect to the services. (2) Provide all criteria and full information as to your requirements for the services. (3) Provide to us all information and data required to complete the services or provide regular remote access to requested databases and IT infrastructure as requested by us. (4) Give prompt written notice to us whenever you observe or otherwise becomes aware of any development that affects the scope or timing of the services, or any defect or nonconformance in the work of us or any of our subcontractors or consultants.

B) Limitation of Liability and Responsibilities

To the fullest extent permitted by law, you shall defend indemnify and hold us harmless from all claims, demands, suits, causes of action losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees, expert fees and consulting fees, which we may suffer or sustain arising out of, related to or resulting from your acts or omissions. Nothing contained in this paragraph, however, shall be construed to release us from liability for failure to properly perform our duties and responsibilities under the agreement.

We shall perform the services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances. Our standard of care should not be construed as a warranty, either express or implied, of the services, as we make no guarantee or warranty, express or implied, in fact, or by law, or otherwise concerning the services. You shall not hold us liable for damages or delays in performance caused by events beyond our control, including, but not limited to weather, information acquisition, and communications.

Further, in recognition of the relative risks and benefits of the services to both you and us, the risks have been allocated such that you and we knowingly and willingly agree, to the fullest extent permitted by law, that our total liability to you, with respect to any acts or omissions by us, our subcontractors or consultants including, but not limited to, breach of the agreement, breach of warranty (whether express or implied), negligence or any other legal theory, shall not exceed \$50,000, the cost to cure the omission or deficiency, or the total compensation received by us for the services rendered pursuant to the agreement, whichever is less. This limitation of liability is a material inducement to us to enter into the agreement. In no event shall either you or we be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of the agreement.

C) Insurance Coverage

We shall, at our own expense, maintain in effect during the term of the agreement, the following insurance with limits as shown or greater:

General Liability – (including automobile) combined single limit of \$1,000,000.00

Worker's Compensation – statutory limit; and

Professional Liability – for protection against claims arising out of the performance of professional services caused by negligent error, omission, and/or act in the amount of \$2,000,000.00 per claim and \$4,000,000.00 in aggregate.

We shall provide Certificates of Insurance indicating the aforesaid coverage upon your request.

D) Computer Files

This paragraph sets forth the terms and conditions relating to the provision by us of any and all electronic media or computer readable information, including software, databases, and information compilations (hereafter "Computer Files") in connection with the services provided by us to you. Geographic Data Layers and other data converted from your source documents are considered your property ("Raw Data").

You acknowledge that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with us. We retain all rights to the software, methodologies, and procedures utilized or developed by us in rendering our services for you. We license you to use the Computer Files in the manner set forth in the agreement, but we reserve any and all rights not expressly granted. The Computer Files may not be used by you for purposes beyond those set forth in the agreement, and we reserve the right to revoke the license if, in good faith, we deem that such use has or will occur.

To the extent the Computer Files include any trade secret or other confidential information of yours, we agree to keep such information confidential. We are otherwise free to use the Computer Files (including the Raw Data) and other related materials in other projects for you, for our business purposes, or for third parties unless a restriction is set forth in the agreement. Unless otherwise prohibited, we may also include your organization's status as our client in our marketing materials.

The Computer Files shall be used only by you or those third parties expressly contemplated in the agreement and the license granted hereunder does not include the right for you to sublicense.

You acknowledge that certain Computer Files or parts thereof may be subject to third-party licenses and thereby subject to use restrictions under those licenses. You agree that any act or omission by you in violation of the aforementioned licenses shall constitute a breach of the agreement. Except to the extent required by the use(s) expressly set forth in the agreement, you may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, decompile, disassemble, or create derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files. Further, you shall not make any copies of CD's and/or DVD's

provided by us under the agreement as such creation or distribution of additional copies may violate certain third-party licenses to which we are a party. In the event that your acts or omissions violate any third party license agreement to which any Computer File or any part thereof is subject, you shall indemnify, defend and hold us harmless from and against any and all claims, demands, suits, causes of action, losses, damages costs and expenses, including but not limited to attorney's fees, brought against us for damages alleged or suffered as a result of such acts or omissions by you.

We shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by you or for problems arising out of the malfunction of your equipment or other software not supplied by us. You acknowledge that the Computer Files may include features limiting their operability beyond the scope of the license, and we shall be entitled to use self-help, including electronic means, to prevent the use of the Computer Files beyond their licensed scope. You acknowledge that we are not liable or responsible for information on the Computer Files that may become outdated with time.

The Computer Files may not identically conform to corresponding information provided in hard copy, and we do not warrant the accuracy of the information contained in the Computer Files.

To the fullest extent allowed by law, and except for the warranties expressly stated herein, the Computer Files are provided "as is", and we disclaim all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.

To the extent we access your computer systems using ETL software including but not limited to Venturi, we agree as follows: (1) to not extract your confidential information or any other information that is not reasonably necessary for us to prepare the Computer Files or otherwise perform services for you; and (11) to conduct read-only access and not overwrite your data.

We shall not be liable to you for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or goodwill, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if you have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

E) Portal Hosting and Maintenance

We shall host and maintain of the above described portal for the term of this Agreement. Our web data server environment includes a redundant/fail over power system, multiple power sources and long-term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third-party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. we will also maintain website usage statistics which can be viewed by your staff through an interface. Certain onsite hardware and software configurations may require additional third-party software (not included in this Agreement). The update feature requires you to maintain a dedicated high-speed Internet access. Services also include monitoring of our web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of our staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.