

ITEM # 18-1316



Latitude Geographics®

Latitude Use Only:

Cust. Name _____
Cust. # _____
P.O. # _____

Latitude Geographics Group Ltd., 300 – 1117 Wharf Street, Victoria, BC Canada V8W 1T7 · Tel: (250) 381-8130 · Fax: (250) 381-8132

HOSTING AGREEMENT

Latitude Contract Number: 2018-06-521

This Hosting Agreement ("Agreement") is between the client printed below ("Client") and Latitude Geographics Group Ltd. ("Latitude"), each a "Party" and collectively the "Parties" herein.

This Agreement, Hosting Proposal, and any Exhibits constitute the sole and entire agreement between the Parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the Parties relating to such subject matter, and any terms on Client's purchase order. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each Party.

The Parties hereto have caused this Agreement to be executed and effective as of the last date written below.

City of Santa Fe
(Client)

By: refer to page 13 of 14
Authorized Signature City signature page

Printed Name: _____

Title: _____

Date: _____

Client Contact Information

Contact: Felix Herrera

Address: 200 Lincoln Ave

Santa Fe, NM 87515

Country: USA

Telephone: (505) 955-5571

Fax: _____

E-mail: fcherrera@ci.santa-fe.nm.us

LATITUDE GEOGRAPHICS GROUP LTD.
(Latitude)

By: refer to City signature page
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

SEE ATTACHED "ADDENDUM AND SIGNATURE PAGE"

INCORPORATED HEREIN

1. Definitions

"Authorized User" means a single individual who is authorized to be a user of the Service.

"Data" all data, records, files, input materials, reports, forms, and/or other such items that are received, stored, and/or transmitted using the Hosting Services.

"Effective Date" means the date that Client accepts the terms and conditions of this Agreement.

"Hosting Services" means the services and computing systems required to deploy Client's web based mapping system.

"Hosting Start Date" means the date that Hosting Services shall commence as set out in the Hosting Proposal.

"Hosting Proposal" means Latitude's proposal for Hosting Services, including quote, to be provided hereunder, accepted by Client, and attached as Schedule A to this Agreement.

"Renewal Period" means a one (1) year extension of this Agreement.

"Software" means the actual copy of all or any portion of Latitude's proprietary and sublicensed software technology, computer software code, components, dynamic link libraries (DLLs), underlying organization, object model, and programs delivered on any media, including any release provided in source, object, or executable code format(s), inclusive of backups, updates, service packs, patches, hot fixes, sample code, sample application, sample extension, or merged copies

2. In-Scope Hosting Services

2.1 Under the terms of this Agreement, Client will provide the Data and any custom software required for deployment of Client's web based mapping site(s). Latitude will provide the Hosting Services.

2.2 Starting on the Hosting Start Date as defined in the Hosting Proposal(s), Latitude shall deploy the Client's ArcGIS Online-based or ArcGIS Server-based Internet application(s). This package includes:

- i. An amount of data transfer per month as defined by the Hosting Proposal(s)
- ii. An amount of server capacity as defined by the Hosting Proposal(s)

- iii. Disaster recovery and data backup as defined by the Hosting Proposal(s)
- iv. Security and authentication provision, as defined in the Hosting Proposal(s)
- v. Commercially reasonable uptime with 24/7 x 365 service response. Although Latitude takes measures to maximize uptime, Latitude cannot completely prevent failures in third-party software and/or hardware products.
- vi. Regular maintenance & patching of Windows and related software
- vii. Technical troubleshooting relating to Microsoft Windows Server, Microsoft IIS, Network Firewall(s), ArcGIS Server, or Microsoft SQL specific to the performance of the clients' application

2.3 Pricing has been determined based on traffic expectations and dataset size. If the Client exceeds allocated monthly traffic, Latitude reserves the right to charge for additional bandwidth and additional server capacity upon prior written notice.

3. Out-of-Scope and Hosting Services Exclusions

3.1 Out-of-scope services are considered to be Hosting Services beyond those related to the ongoing deployment of a web based mapping application experiencing anticipated traffic levels.

3.2 The following is a partial list of Hosting Services considered out-of-scope of this Agreement:

- i. application development services and preparation for deployment
- ii. non-mandatory upgrades to new Geocortex software versions/features, should customer-specific services be required
- iii. new dataset integration or repairs, including system troubleshooting related to Client-provided datasets
- iv. troubleshooting or repairs to the data or application(s) stemming from changes made by parties other than Latitude
- v. response to Client-specific security issues and Client-specific denial-of-service attacks
- vi. updates to datasets or custom software application components
- vii. end user training and technical support

3.3 If, as part of this Agreement, the Client requires ongoing deployment of Client-developed software products and other third-party components that are not part of LATITUDE's regular Geocortex Hosting Services, Latitude shall not be liable for the performance and reliability of these components or any impact they may have on the in-scope services, including site up-time.

3.4 Latitude reserves the right to temporarily suspend service if improperly functioning Client Data or custom application components appear to be compromising the performance or reliability of the Latitude web-GIS architecture.

4. Intellectual Property Rights and Reservation of Ownership

- 4.1 Client agrees that Latitude owns all intellectual property rights in and to the Software. Client will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. Client further agrees not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Software or Hosting Services available to any third-party for such third-party's benefit. Latitude reserves all rights in the Software and the Hosting Services not expressly granted to Client hereunder.
- 4.2 Latitude agrees that Latitude acquires no right, title, or interest under this Agreement in or to Client's Data relating to Client's use of the Hosting Services.

5. Compliance with Software Licenses

Client warrants that, to its knowledge, all software, hardware, and data provided to Latitude for use in the production of materials pursuant to this Agreement are in compliance with appropriate licensing agreements provided by the vendors of such hardware, software or data. Any liability arising out of a violation of such licensing agreements is the sole responsibility of Client.

Latitude's Responsibilities

Latitude will (a) make the Hosting Services available to Client in accordance with this Agreement; (b) provide technical troubleshooting in accordance with Sections 2 and 3 of this Agreement (c) use commercially reasonable efforts to make the Hosting Services available 24 hours a day, 7 days a week, except for (i) scheduled downtime, of which Client will be given prior notice, and using commercially reasonable efforts to schedule any maintenance on nights and weekends (Pacific Time); or (ii) a Force Majeure event.

6. Client's Responsibilities

- 6.1 Client agrees to be fully responsible and liable for all acts, errors, and omissions in Client's use of the Hosting Services by Authorized Users and their compliance with the terms of this Agreement. Client agrees to notify Latitude if Client is aware of any unauthorized use of the Hosting Services by Authorized Users, or by persons who are not Authorized Users who use any user names, passwords, or other credentials of Authorized Users.
- 6.2 Client warrants and agrees not to:
- i. Copy, share, transfer, or allow unauthorized access, directly or indirectly, to the Software or Hosting Services
 - ii. Sublet or otherwise allocate server space or bandwidth to any other individual or organization;
 - iii. Use the Hosting Services to send or otherwise make available any viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage another's data, computer or property;

- iv. Use the Hosting Services to store any data or content prohibited by applicable laws; and
- v. To pay all invoices in accordance with the payment terms on the Hosting Proposal, and to negotiate in good faith any disputed invoice(s).

6.3 Client will comply with all applicable export and import control laws and regulations in its use of the Software and Hosting Services, and in particular, Client will not utilize the Hosting Services to export or re-export data or software without all required United States and/or foreign government licenses. Client represents and warrants that Client is not on the United States Department of Treasury Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and is not otherwise a person to whom Latitude is legally prohibited to provide the Hosting Services.

7. Term and Termination

7.1 The Hosting Services commences on the Hosting Start Date and shall continue in effect until (i) the expiration of the term; or (ii) either Party terminates this Agreement for a material breach that is not cured within thirty (30) days prior written notice to the other Party, except that termination is immediate for a material breach of a nature that is impossible to cure. Upon termination, Client shall cease to access and use the Hosting Services. In no event shall the term of this Agreement exceed the term limitation in NM §13-1-150 (2017).

7.2 In the event of termination by Latitude, any unpaid fees for the term shall become immediately payable by Client to Latitude.

7.3 In the event of termination by Client for a material breach by Latitude, Latitude will refund to Client any prepaid fees covering the remainder of the term after the effective date of termination.

7.4 In the event of termination of this Agreement and upon thirty (30) days' prior written request, Latitude will make the Data available for export or download as long as Client's subscription is fully paid up to the effective date of termination. Latitude shall have no obligation to maintain or provide the Data beyond thirty (30) days after termination, and Latitude will delete all the Data, unless legally prohibited from doing so.

7.5 Prior to the end of the term, Latitude may provide Client with a quotation for an additional Renewal Period. If Client accepts the quotation, Latitude will submit an invoice to Client for the quoted annual cost for Hosting Services and this Agreement will automatically extend for the Renewal Period.

8. Limitation of Liability and Disclaimers

8.1 Client's use of the Hosting Services is at Client's sole risk. THE HOSTING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

8.2 Client understands that Latitude may use third-party vendors and hosting providers to provide the necessary hardware, software, networking, storage, and related technology required to run the Hosting Services.

8.3 **Internet and Hosting Disclaimer**—BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (3) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICE. BOTH PARTIES DISCLAIM ALL LIABILITY FOR ANY HARM OR DAMAGES, INCLUDING BUT NOT LIMITED TO SERVICE LEVEL INTERRUPTIONS OR LOSS OF DATA, CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS.

8.4 **API Disclaimer**—THE SOFTWARE AND HOSTING SERVICES MAY ACCESS ONE OR MORE APPLICATION PROGRAMMING INTERFACES ("APIS"). THE APIS ARE ON AN "AS-IS" BASIS, WITHOUT WARRANTY OR SUPPORT OF ANY KIND, EXPRESS OR IMPLIED. CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT'S USE OF THE APIS IS AT CLIENT'S OWN RISK, AND THAT THE APIS MAY BE REMOVED AT ANY TIME FROM THE HOSTING SERVICES WITHOUT NOTICE TO CLIENT.

- i. **Throttling.** Latitude reserves the right to limit the amount of allowed requests to the APIS (throttling).
- ii. **Blocking.** Latitude reserves the right to block the use of the API entirely for specific accounts or IP addresses if they are deemed by Latitude to be using the APIS in an illegal, abusive or otherwise excessive manner.

8.5 **General Disclaimer**—LATITUDE DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LATITUDE DOES NOT WARRANT THAT THE SOFTWARE, HOSTING SERVICES, OR DOCUMENTATION WILL MEET CLIENT'S NEEDS, OR THAT CLIENT'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

8.6 **Disclaimer of Certain Types of Liability**—LATITUDE SHALL NOT BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR HOSTING SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE OR HOSTING SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT LATITUDE HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 8.7 **General Limitation of Liability**—LATITUDE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID TO LATITUDE BY CLIENT FOR THE HOSTING SERVICES PURSUANT TO THIS AGREEMENT.

9. Force Majeure

If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyber-attack, or other violence; Internet service provider, third-party or hosting partner failure or delay; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

10. Confidentiality

- 10.1 Each Party acknowledges that all information of a business or technical nature imparted to the other Party during the course of this Agreement with respect to the business of the other Party and its suppliers and vendors, including business plans, account statements, costs, pricing, customers, sources of information and other documents, non-public information and trade secrets (collectively, the "Confidential Information"), were acquired, designed and/or developed by them at great expense, are secret, confidential and unique, and constitute the trade secrets and exclusive property of the disclosing Party, and that any use by the other Party of any such Confidential Information other than for the sole purpose of fulfilling its obligations under this Agreement would be wrongful and would cause irreparable injury to the disclosing Party and its affiliates. Confidential Information does not include information that (a) was known or available to the other Party from an independent source, or was independently developed by such other source, prior to the date of execution of this Agreement; (b) is or becomes generally available to the public (provided that it will still be deemed to be Confidential Information if the disclosing Party can demonstrate that such information is or becomes so generally available to the public as a result of a breach of this Agreement by the other Party hereto); or (c) becomes known or available to the other Party from a third-party source that is not subject to a legal obligation to the other disclosing Party to keep such information confidential. Except as required by law or legal process, neither Party will at any time disclose or divulge to any third-party, or use or suffer the use by any other third-party of, any Confidential Information of the other Party or any of its suppliers or manufacturers, obtained from or through them, without the prior written consent of the other Party.

- 10.2 Client agrees to the terms of Latitude's privacy policy, which is located at and is incorporated herein by reference (<http://www.latitudegeo.com/privacy-policy>).

11. General Provisions

- 11.1 **Successor and Assigns.** Client shall not copy, assign, sublicense, sublease, redistribute, or transfer Client's rights or the rights of a contractor or third-party or delegate its obligations under this Agreement without Latitude's prior written consent, and any attempt to do so without Latitude's prior and written consent shall be void. Latitude may, upon written notice to Client, assign its rights and obligations under this Agreement to a third-party in connection with a merger, consolidation, sale of all or substantially all of Latitude's assets or other corporate reorganization. This Agreement shall be binding upon the respective successors and assigns of the Parties to this Agreement.
- 11.2 **No Waiver.** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving Party to enforce any of the provisions of the Agreement at a later time.
- 11.3 **Taxes.** Hosting Services provided are quoted exclusive of all state, local, value-added or other taxes, customs, or duties, or other charges (other than income taxes payable by LATITUDE). In the event such taxes and/or charges become applicable to LATITUDE's Services, applications, or data, Client shall pay any such applicable tax upon receipt of written notice that such taxes are due.
- 11.4 Intentionally deleted.
- 11.5 **Severability.** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of New Mexico, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
- 11.6 **Notices.** Any notices will be effective if personally served upon the other Party or if couriered to the addresses set out in the Agreement. Notice may also be given by facsimile or email with the original to follow by regular mail. Notice will be deemed to be given three days following the date couriered, or immediately if personally served. For service by facsimile or email, service will be effective at the beginning of the next working day. Notice shall be given from one Party to the other at the following address:

Latitude Geographics Group Ltd.

300 – 1117 Wharf Street

Victoria, British Columbia

Canada V8W 1T7

Telephone: 250-381-8130

Facsimile: 250-381-8132

E-mail: customerservice@latitudegeo.com

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87505USA

Telephone: 505-955-5571

E-mail: fcherrera@ci.santa-fe.nm.us

- 11.7 **Headers.** Headers are for convenience only and are not to be used in the interpretation of this Agreement.

CITY OF SANTA FE(Licensee/City) and LATITUDE (LATITUDE)

ADDENDUM

INDEMNIFICATION

Latitude shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Latitude's negligence or willful misconduct in its performance under this Agreement as well as the performance of Latitude's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made

by the City, this Agreement shall terminate upon written notice being given by the City to Latitude. The City's decision as to whether sufficient appropriations are available shall be accepted by Latitude and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Latitude. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

STATUS OF LATITUDE; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Latitude and its agents and employees are independent Latitudes performing professional services for the City and are not employees of the City. Latitude, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Latitude shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Latitude in the performance of the services under this Agreement.

C. Latitude shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

CONFLICT OF INTEREST

Latitude warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Latitude further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

RELEASE

Latitude, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Latitude agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Latitude has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

A. Latitude, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. Latitude shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Latitude shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Latitude's employees throughout the term of this Agreement. Latitude shall provide the City with evidence of its compliance with such requirement.

C. Latitude shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. Latitude shall furnish the City with proof of insurance of Latitude's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

RECORDS AND AUDIT

Latitude shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

APPLICABLE LAW; CHOICE OF LAW; VENUE

Latitude shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, Latitude agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

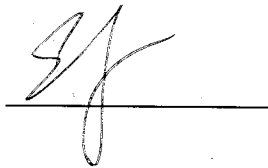
AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

NON-DISCRIMINATION

During the term of this Agreement, Latitude shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Latitude hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

CITY OF SANTA FE:



ERIK LITZENBERG, CITY MANAGER

DATE: 11/16/18

LATITUDE GEOGRAPHICS GROUP LTD.



PAUL SALAH, DIRECTOR OF BUSINESS DEVELOPMENT

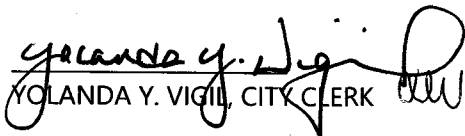
DATE: 04/17/2018

CRS# NA

CITY OF SANTA FE BUSINESS

REGISTRATION# NA

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


ERIN MCSHERRY, CITY ATTORNEY 2/25

APPROVED:


MARY MCCOY, FINANCE DIRECTOR 11/07

62252.530710



Geocortex® | by Latitude Geographics®

City of Santa Fe

Geocortex Cloud Hosting Services

June 07, 2018

From:

Latitude Geographics Group Ltd.
300 - 1117 Wharf Street
Victoria, BC V8W 1T7
Canada

Contact:

Jason Close
Email: jclose@latitudegeo.com
Tel: 250-381-8130 ext. 628

Privacy & Confidentiality

The contents of this document are confidential and proprietary. Disclosure, distribution or sharing of this information with persons or entities, for which it is not intended, in any form or for any other purpose than the evaluation of this proposal, is prohibited without the express, written consent of Latitude Geographics Group Ltd.

In situations where information is required to be shared publicly to comply with policies regarding transparency of information, all statements must be signed off on by both Latitude Geographics and City of Santa Fe prior to being published.

Trademarks

Geocortex and *Latitude Geographics* are registered trademarks of Latitude Geographics Group Ltd. in the United States and Canada. *Essentials* is a registered trademark of Latitude Geographics Group Ltd. in the United States. Other companies and products mentioned are trademarks or registered trademarks of their respective owners. Trademarks provided under license from Esri.

Acceptance of Terms & Conditions

City of Santa Fe acknowledges that it has reviewed the process, terms, conditions, and reserved rights contained in this proposal and has voluntarily chosen to participate in this proposal subject to those procedures, terms, conditions, and reserved rights.

This proposal is valid for **60** days from the date of delivery.

All services and deliverables are subject to the terms and conditions of this proposal and shall supersede any conflicting terms in the client's purchase order.

All Geocortex software included in this proposal are subject to the Licensing Terms of Use at www.geocortex.com/legal.

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Document Control Sheet

Version History

| Version | Date | Changed by: | Nature of Amendment |
|---------|---------------|-------------------|---------------------|
| 1.0 | June 07, 2018 | C. Doak/B. Hurley | Initial version |

Approvals

Name:

Position:

Signature:

Date:

Name:

Position:

Signature:

Date:

Overview

City of Santa Fe is an existing Geocortex licensee, and a customer of Latitude Geographics' (Latitude) cloud hosting services. This proposal outlines the assumptions and costs associated with a renewal of City of Santa Fe's cloud hosting contract.

Project Assumptions

- ArcGIS Server license will be provided by the City of Santa Fe;
- The current release version of Geocortex Essentials will be used in the AWS environment;
- No automated data update provisions are available. Data updates will be via a process that is to be defined, but will likely involve replacement of the file geodatabase. Data updates are out of scope of this proposal;
- City of Santa Fe will provide the necessary licensing for ArcGIS Server.

Latitude Geographics Cloud Hosting Overview

Business Hours

Latitude Geographics' Hosting infrastructure support services are available by email during Latitude Geographics' regular business hours of 8:30AM-5:00PM Pacific Time Monday-Friday, excluding public holidays.

Hosting Support Channels

Email

- For all non-critical issues, send an email to hosting@latitudegeo.com.
- For complete service loss, send an email to alerts@latitudegeo.com. A technician will automatically be alerted when an email to this address is received.

Service Description

Cloud Hosting Information

Latitude Geographics uses Amazon Web Services (AWS) Elastic Compute Cloud (EC2) to host customer applications. For more information on EC2, please see <http://aws.amazon.com/ec2>.

Infrastructure Security

Reasonable security measures are taken by Latitude Geographics to protect your data. The physical security of the servers is managed by Amazon. For more information on AWS security, see <http://aws.amazon.com/security/>.

Network security will be provided by the Amazon EC2 firewall. All server instances will be configured with security groups that block all outgoing and incoming traffic other than that which is required for:

- The systems to provide the intended web services;
- Latitude Geographics staff to remotely manage and administer these systems;
- To allow data uploads to the hosted environment as part of regular data updates; and
- Any other access or services that are deemed to be required by Client.

Access to the Amazon EC2 console will be assigned to authorized Latitude Geographics staff. These administrators will only be granted access to the resources required for those individuals to carry out their responsibilities with the hosted environment or applications. Access for all users will also be controlled using Multi Factor Authentication (MFA) (<http://aws.amazon.com/iam/details/mfa/>) to further enhance security.

Maintenance and Change Control

Latitude Geographics will configure a monthly scheduled maintenance window for your hosted systems, which will occur between the hours of 6:00PM-10:00PM PT. During the maintenance window, updates released by Microsoft and categorized as critical will be applied to your hosted systems. Maintenance to other aspects of the server, such as updates to ArcGIS server or Geocortex components will occur during this same maintenance window. Some maintenance tasks may require a restart of the server to finalize the installation, resulting in a brief outage.

While every attempt is made to minimize impact, it is possible that a patch may introduce unforeseen problems with the server. Latitude Geographics' staff will use reasonable efforts to resolve any such incidents.

Out-of-band Maintenance

In the event a severe security vulnerability or other new identified threat to the confidentiality, integrity, or availability of customer data, Latitude Geographics may choose to deploy a fix or workaround out-of-band from the normal patching process. Such changes will occur between the hours of 6pm to 10pm PT. If you wish to opt out of such updates based on your own risk assessment, please advise Latitude Geographics by emailing hosting@latitudegeo.com. If a change needs to be made outside the 6pm to 10pm PT window, you will be contacted for authorization.

Troubleshooting and Emergency Changes

Latitude Geographics hosting infrastructure support team will perform troubleshooting related to Microsoft Windows Server, Microsoft IIS, Network Firewall(s), ArcGIS Server, or Microsoft SQL Server specific to the performance and availability of the customer's hosted application.

For customers that have elevated privileges and self-service access to their hosted environment, issues resulting from configuration changes made by the customer may result in the time being billed to the customer. Issues requiring assistance with Geocortex software configuration will be escalated to the Latitude Geographics Product Support team and will require a Geocortex Support agreement be in place.

Availability Monitoring and Alerting

Latitude Geographics will take reasonable efforts to keep the hosted application infrastructure running and fully operational.

Availability Monitoring

Latitude Geographics monitors all hosts for basic availability, as well as specific services where possible. REST endpoints, such as those provided by Geocortex Essentials or ArcGIS Server, can also be monitored to track application uptime. Some standard endpoints may be monitored, but the customer will need to

provide Latitude Geographics with information on the Geocortex applications and ArcGIS map services being deployed into the hosting environment to ensure they are monitored. This information can be emailed to: hosting@latitudegeo.com.

Alerts

The above monitors will trigger alerts if an anomalous situation is encountered. These alerts will notify the on-call technician to investigate the issue.

It should be noted that monitors can not detect some specific outages, such as a software bug that can only be triggered by specific user activity. Therefore, alerts may not be generated in all situations, and in a timely manner.

Disaster Recovery

Backups

Backups are taken using Amazon's EC2 snapshot feature, using the following schedules:

- Schedule A: take one snapshot every month, keeping the previous 12 snapshots
- Schedule B: take one snapshot every day, keeping the previous 30 snapshots
- Schedule C: take one snapshot every hour, keeping the previous 24 snapshots

The above schedules are run concurrently. For more information on snapshots, see the section titled "Amazon EBS Snapshots" from this page: <http://aws.amazon.com/ebs/details/>.

Incident Response Plan

Included in this hosted infrastructure proposal is 24x7x365 monitoring and response by a member of the Latitude Geographics Hosting Services Team.

This team is responsible for the hosted infrastructure services, including administration and management of the Amazon AWS accounts, server instances, operating system configuration, security configuration, network configuration, backup systems, and database systems. A member of this team is on call continuously to respond to alerts and outages of our hosting services.

The on call analyst can be notified of a service outage by an alert from our monitoring system or by an email sent to our 'alerts' email address which is provided to each hosting customer.

When an alert is received, the on call analyst will use reasonable efforts to respond within 2 hours. A response involves remotely connecting to the hosted service and beginning to troubleshoot the issue. For a high severity, high impact failure, the analyst and/or the appropriate Latitude Geographics staff will continue to work on the issue continuously until a resolution is found.

Some application errors with Geocortex or Esri software will require escalation to the Latitude Geographics Product Support Team. This team is available during Latitude Geographics' standard office hours of 8:30am to 5:00pm Pacific Time, Monday to Friday, excluding local statutory holidays.

Licensing Considerations

Microsoft Windows Server

AWS provides Windows Server licenses which are bundled into the cost of the server instances. The Windows operating system license will be acquired through this means and will be included in the cost of the hosting solution that Latitude Geographics is proposing. For new deployments, Latitude Geographics' hosting team will use the most recent stable release of Microsoft Windows Server.

Microsoft SQL Server

If SQL Server is required for the hosted Geocortex or ArcGIS application, Latitude Geographics will include Amazon's RDS service in the hosting proposal. Amazon RDS database instances using the Microsoft SQL Server database engine, and Standard edition licenses are supported for use with Esri's ArcGIS Server, and are available in Latitude Geographics hosting services.

ArcGIS Server

If required, the client will provide an ArcGIS Server license to Latitude Geographics Group that will be activated on Latitude Geographics' Amazon server instance. This hosting proposal does **not** include ArcGIS Server licensing and procuring a suitable license from Esri is the responsibility of the customer.

ArcGIS Online

If required, the client will be responsible for acquiring their own ArcGIS Online services. Latitude Geographics' hosting proposal does **not** include ArcGIS Online services, but it is very common for hosted Geocortex Applications to connect to and integrate with a customers' ArcGIS Online services.

Price Estimate and Hosting Package Details

\$19,950.00/year. Please note that this is an upfront payment for a one-year fixed term. Options for renewal will be discussed at the completion of this term.

The specifications for each server type are provided below.

- **One dedicated Application Server Instance**

| | |
|-------------------|--------------------------|
| EC2 Instance Type | r4.large |
| Operation System | Microsoft Windows Server |
| vCPUs | 2 |
| Memory | 15.25 GiB |

- **One dedicated Database Server Instance**

| | |
|-------------------|--|
| RDS Instance Type | r4.large |
| Database Engine | Microsoft Windows Server + SQL Server Web Instance |
| vCPUs | 2 |
| Memory | 15.25 GiB |

Included

- 500 Gigabytes of storage for Operating System, Applications, and Geographic data. Implemented as EBS General Purpose SSD (gp2) volume(s).
- Latitude Geographics will support and maintain the hosted infrastructure and application software, including:
 - Operating System Administration and maintenance
 - Operating System Updates and security patches
 - Application configuration, maintenance
- 24x7 monitoring for system health. An on-call member of our hosting services team will be automatically alerted to services outages or declining health indicators. An "alerts" email address is provided to hosting customers for 24x7 response to service outages.

- Backups of the entire hosted service. Regular backups are taken of all server instance(s) that make up the proposed hosted solution. Backups are taken using Amazon's EC2 snapshot feature on the following schedules that run simultaneously:
 - Schedule A: take one snapshot every month, keeping the previous 12 snapshots
 - Schedule B: take one snapshot every day, keeping the previous 30 snapshots
 - Schedule C: take one snapshot every hour, keeping the previous 24 snapshots

Not Included

Outline items that are NOT included with this hosting package. Example below.

- ArcGIS Server license. Appropriate license to be provided by client.
- ArcGIS Online Services.
- Geocortex Essentials licensing.
- Geocortex Extensions and other Geocortex licenses not covered by a standard Geocortex Essentials license.
- Setup and Configuration of the Geocortex Application and/or ArcGIS map services in the hosted environment. These services are offered by Latitude Geographics professional services team but are scoped separately from the hosted infrastructure services.