

MASTER SERVICES AGREEMENT

CONTRACT#: C0003475

This MASTER SERVICES AGREEMENT (“**MSA**”), effective as of the last date executed (“**Effective Date**”), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 (“**VCU**”, or “**University**”), and Concept3D, Inc., a corporation, with offices located at 1800 Wazee Street, Suite 300, Denver, Colorado 80202, (“**Concept3D, Inc.**” or “**Contractor**”). VCU and Concept3D, Inc. are sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, VCU issued a Request For Proposals to solicit proposals for Interactive Campus Maps RFP # 160139772AA issued on September 21, 2022 (the “**RFP**”); and

WHEREAS, Concept3D, Inc. submitted its proposal dated October 21, 2022, (the “**Proposal**”) wherein it wished to be considered, inter alia, for interactive campus map and wayfinding services as more fully specified therein (the “**Services**”); and

WHEREAS, VCU considered all proposals submitted, including the Contractor’s Proposal, and VCU now desires to award to Concept3D, as set forth in greater detail below; and

WHEREAS, Concept3D, Inc. desires to provide the interactive campus map and wayfinding services, as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONTRACT DOCUMENTS. The contract documents are integrated and shall consist of the following list of contract documents, the foregoing, together, the “**Contract**”. Should a conflict arise among the foregoing list of contract documents and this MSA, this MSA shall control.

- A. This MSA,
- B. EXHIBIT 1 – Data and Intellectual Property Protection Addendum, attached and incorporated herein; and
- C. EXHIBIT 2 – Pricing Plan, attached and incorporated herein; and
- D. RFP# 160139772AA dated September 21, 2022, in its entirety (incorporated herein by reference); and
- E. RFP# 160139772AA proposal dated October 21, 2022, (incorporated herein by reference);

2. SERVICES/GOODS. Concept3D, Inc. shall perform the following Services: Set forth a description of the services that will be performed, to provide a software that allows for the creation of hosted interactive maps and/or virtual tours for web and mobile devices, including an interactive map base package, interactive map additional feature for wayfinding and advanced managed map updates package; additionally, set forth a description of the services that will be performed, to include base map setup and creation, exterior renderings and wayfinding exterior setup, based on collaborative discussions in the creation of a Statement of Work – See Attachment A; additionally, set forth a description of the services that will be performed, to support software under the Service Level Plan – See Attachment B. Concept3D, Inc. will provide a detailed

statement of work prior to any project summarizing specific services, deliverables, delivery dates and cost, without additional terms or conditions requiring signature. VCU has a signatory authority policy that allows only specified individuals to sign contracts. Concept3D, Inc. will accept VCU's Purchase Order as the commitment to start a project and will not start work on a project until a Purchase Order is received. The Parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract to modify the scope of the Contract.

3. TERM and RENEWAL OF CONTRACT: This Contract shall have a three (3)-year initial term (the "**Initial Term**") and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for the option of up to four (4) successive one (1)-year periods (the "**Renewal Term**") under the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time. The initial three (3)-year term of the Contract shall have fixed annual subscription fees under this term period. A portion of the first year of the initial three (3)-year term of the Contract shall be dedicated to the creation of the interactive map and exterior wayfinding set-up. The second and third years of the initial three (3)-year term of the Contract, shall comprise of services defined under the base map package and wayfinding annual subscription fee, including advanced managed updates package.

If VCU elects to exercise the option to renew the Contract for additional one (1)-year periods, the contract price(s) for the additional one (1)-year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 5% of the contract price(s) of the previous contract period, whichever is lower.

4. FEES: VCU shall pay a total Contractor fee of \$155,100.00 net 30 days for the initial three (3)-year term following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with §§ 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (similar to the Virginia Prompt Payment Act). The One-time Total Set-up cost shall be \$78,000.00. Half of the Total Set-up cost; 50% (\$39,000.00) shall be invoiced upon issuance of the purchase order; 25% (\$19,500.00) of the Total Set-up cost shall be invoiced upon first delivery of the draft; and the remaining 25% (\$19,500.00) of the Total Set-up cost shall be invoiced upon end-user acceptance of the final draft. The annual subscription fee for the initial three (3)-year term shall be \$25,700.00 per year and shall be invoiced upon issuance of the purchase order. Subsequent annual subscription fees under the initial three (3)-year term shall be invoiced on the anniversary of executing the purchase order. All overages in excess of allotted usage of 400,000 pageviews annually, shall be billed at the end of each annual term at a rate of \$500/50,000 additional pageviews. Should VCU choose to exercise its right to Renew, the fee shall remain fixed during the Renewal Term. Thereafter, VCU shall pay any additional fees or payments due in accordance with this Section 4. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. Fees appearing to be incorrect will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Interest on past due amounts accrues at the rate permitted by with §§ 42-45 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* (similar to the Virginia Prompt Payment Act). For proper invoicing practices follow the link below.

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

5. CONTRACTOR RESPONSIBILITIES. This inclusive platform shall meet and/or exceed commercially reasonable expectations for performance by the stakeholder and be comparable to interactive maps used as references within RFP# 160139772AA proposal dated October 21, 2022. Performance milestones will be outlined in a projected timeline within a Statement of Work – See Attachment A, based upon acceptance of stakeholder for services rendered. A fully operational 3D interactive campus map, as defined in the Contract, Section III Statement of Needs within RFP# 160139772AA dated September 21, 2022, shall be executed upon the agreed upon timeline, as defined in a Statement of Work – See Attachment A, for final draft of deliverables. The interactive campus map is hosted and managed by the Contractor within a Cloud solution, with a dedicated Client Success Manager. The interactive campus map shall provide accessible and accurate exterior and/or interior wayfinding, and is maintained to reflect the campus status based upon current and/or updated renderings. Onboarding and virtual training sessions shall involve the designated VCU team and appropriate parties, to be trained for use of the Contractor’s Content Management System (CMS). The CMS shall allow for editing of content in real time, customization of categories, and events including but not limited to, move-in day, game day, commencement ceremonies, and/or construction overlays. The 3D map visual will be overlaid on real map tiles, allowing for map content beyond the render boundaries. Map tiles will also allow for a user to see their location and acquire directions from designated points within the interactive campus map, for exterior and/or interior wayfinding capabilities.

6. GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU’s status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to § 2.2-514 of the *Code of Virginia (Virginia Code)*, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 (VFECA), as amended, the Virginians With Disabilities Act (VDA), the Americans With Disabilities Act (ADA) and § 9 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the

public body. ((§ 36 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth*). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. ANTITRUST: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
1. Either Party may terminate this Contract if the other Party materially breaches this Contract, and such breach is not cured within thirty (30) days after written notice to the breaching Party.
 2. University reserves the right to terminate this Contract, in part or in whole, without

penalty, upon sixty (60) days written notice to the Contractor.

3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.
4. In the event this Agreement is terminated, as described in this section by University, amounts owed by University to Contractor up to the date of termination shall be due and payable in accordance with Section 4 (NET 30 upon receipt of invoice) or as otherwise agreed upon by the parties. Any moneys due to the University, for Services not provided, will be reimbursed on a pro rata basis.

J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:

1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract to modify the scope of the Contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.

K. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:

John McHugh, Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Contractor:

Gordon Boyes, CEO, Concept3D
1800 Wazee Street, Suite 300
Denver, Colorado 80202

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

L. TAXES: Contractor acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

M. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may

procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.

- N. **INSURANCE:** Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the *Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth* and *Virginia Code § 65.2-800 et seq.* Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for most Contracts:
1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Virginia Code § 65.2-800 et seq.* during the course of the contract, shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Contract)
 5. Cyber Security Liability - \$1,000,000 (applicable as determined by the University)
 6. The Commonwealth of Virginia, Virginia Commonwealth University, its directors, officers, employees and agents are additional insureds with respect to the applicable insurance policy, as noted on the contractual insurance requirements.
- O. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor providing services under this Contract. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- P. **NONDISCRIMINATION:** As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4(a). Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, and require affirmative action to employee and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
 2. 41 CFR § 60-300.5(a) and 41 CFR§ 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (41 CFR § 60-741.5(a)) and protected veteran status (41 CFR§ 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- Q. **FERPA:** To the extent that University provides to Contractor any identifiable student information, including student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is necessary for the University's compliance with the *Virginia Code* § 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).
- R. **CONFIDENTIAL INFORMATION:** “Confidential Information” means all information of a Party (“**Disclosing Party**”) disclosed or made available to the other Party (“**Receiving Party**”) that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Confidential Information of Contractor shall include any information (including any and all combinations of individual items of information) that relates to the actual or anticipated business and/or products, research or development of Contractor, its technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Contractor’s products or services and markets, customer lists and customers, software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Contractor, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Contractor. Receiving Party shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Receiving Party uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party’s Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of Disclosing Party, Receiving Party shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) calendar days of such request.

Confidential Information shall not include any such information which Receiving Party can establish

(i) was publicly known or made generally available prior to the time of disclosure to Receiving Party; (ii) becomes publicly known or made generally available after disclosure to Receiving Party through no wrongful action or inaction of Receiving Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- S. VA FOIA: Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- T. INDEMNIFICATION / LIMITATION OF LIABILITY: To the extent provided by the laws of the Commonwealth of Virginia, each party shall be responsible for the negligent acts or omissions of its own officers, employees, and agents. University is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against University or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims, including *the Virginia Tort Claims Act, Va. Code §§ 8.01-195.1 et seq.*, and other applicable statutes relating to claims against the Commonwealth or VCU. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of University's or the Commonwealth's sovereign immunity or any other applicable requirements under Virginia law for bringing claims against University or the Commonwealth. To the extent any provision of this Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to University's status as an agency of the Commonwealth of Virginia, such provision is null and void.
- U. STATUTORY DAMAGES: VCU is not authorized to waive damages granted or otherwise available by statute.
- V. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (*Virginia Code §§ 8.01-195.1 et seq.*) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price.
- W. FORCE MAJEURE: Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any unused funds paid will be reimbursed pro rata based on Services not provided.
- X. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period, upon reasonable notice to Contractor.

Contractor shall reasonably cooperate in the performance of such audits.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- Z. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.
- AA. **REALSOURCE REGISTRATION:** This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.
- BB. **eVA REGISTRATION AND FEES:** Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:
1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

- CC. **SWAM REPORTING:** If applicable, Contractor will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Contractor will submit the quarterly SWAM business reports, based upon the Contractor's proposed commitment to:

VCU SWaM Reporting
E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

1. SWAM firms' name, address and phone number with which Contractor has contracted over the specified quarterly period.
2. Contact person at the SWAM firm who has knowledge of the specified information.
3. Type of goods and/or services provided over the specified period of time.
4. Total amount paid to the SWAM firm as it relates to the University's account.

7. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **TRADEMARKS/LOGOS:** The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- E. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation ("Additional Users") may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from an Additional User accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- F. **GRAMM-LEACH-BLILEY ACT:** The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.

- G. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

- H. CRIMINAL BACKGROUND INVESTIGATION: If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the *Virginia Code* § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<https://policy.vcu.edu/doctract/documentportal/08DA32A63EDBCEAAB4962445672CE290>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- I. IDENTIFICATION CARDS: All Contractor employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

- J. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by the University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.

- K. SECTION 508 COMPLIANCE: Contractor will use commercially reasonable effort to enable all information technology, which pursuant to this Contract, is purchased or upgraded by or for the use of the University (the "Technology") to comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act and may provide a concept demonstration at their discretion. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ 2.2-3500 through 2.2-3504.

- L. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
 - 1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

- 3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- 4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ §§ 2.2-3500 through 2.2-3504.

8. INFORMATION SECURITY / DATA PRIVACY

The University’s Data and Intellectual Property Protection Addendum is attached and incorporated herein as EXHIBIT 1.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates designated below.

VIRGINIA COMMONWEALTH UNIVERSITY

By: DocuSigned by:
John McHugh
EE6DA7427C67468...

Name: John McHugh

Title: Director of Procurement Service

Date: 9/20/2023

CONCEPT3D, INC

By: DocuSigned by:
Gordon Boyes
11CA0DC730084B9...

Name: Gordon Boyes

Title: CEO

Date: 9/19/2023

EXHIBIT 1

Data and Intellectual Property Protection Addendum

1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Addendum.
- b. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from the Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Addendum.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Contractor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this Addendum and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent

EXHIBIT 1

infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Addendum to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this Addendum. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.

- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Addendums administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Addendum and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Addendum or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Addendum. Contractor will ensure that employees who perform work under this Addendum have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum.
- d. The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Addendum it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Addendum for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the University.

5. Data Security

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- b. If Contractor stores Personally Identifiable Information as part of this Addendum, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in

EXHIBIT 1

the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Addendum.
6. **Employee Background Checks and Qualifications**
Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential and/or proprietary information, and/or data about VCU personnel and/or students, have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<https://policy.vcu.edu/doctract/documentportal/08DA32A63EDBCEAAB4962445672CE290>

Individuals with failed background checks shall not participate in the performance of this Addendum and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term. Contractor shall reasonably cooperate in the performance of such audits. Contractor's obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Addendum for a period of seven (7) years.

7. **Data Authenticity and Integrity**
Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible under the terms of this Addendum, unless otherwise specified elsewhere in this Addendum, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
8. **Security Breach**
 - a. **Response.** Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
 - b. **Liability.**
 - 1) If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach directly caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

EXHIBIT 1

- 2) If Contractor will NOT under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.
9. Response to Legal Orders, Demands or Requests for Data
 - a. Except as otherwise expressly prohibited by law, Contractor will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - consult with the University regarding its response;
 - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - upon the University's request, provide the University with a copy of its response.
 - b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.
10. Data Transfer Upon Termination or Expiration
 - a. Upon termination or expiration of this Addendum, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have transferred University data. Contractor agrees to provide documentation of data destruction to the University.
 - b. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.
11. Audits
 - a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Addendum. Contractor shall reasonably cooperate in the performance of such audits. This provision

EXHIBIT 1

applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

- b. If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):

- American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Contractor's security policies, procedures and controls;
- vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
- formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.

Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Addendum. The University may require, at University expense, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Addendum. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. See Section 7. K and 7. L of the accompanying MSA.

13. Term of Use Agreements

In the event that Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with VCU or its agents, such agreements shall be null, void and without effect, and the terms of this Addendum shall apply.

14. Survival

The Contractor's obligations under Section 10 shall survive termination of this Addendum until all University Data has been returned or securely destroyed.

EXHIBIT 2 - Pricing Plan

Term: Concept3D's standard term is 36 months from the SOW Effective Date. Licensee is committing to payment of the Fees for the full Term of the Agreement. Licensee will have the option to renew for additional one-year terms after the initial term.

Fees & Pricing: *Starting at* pricing is listed below by core product. Each project or implementation will be custom quoted by campus/customer, as pricing is scaled based on size of institution and complexity of project scope. All prices outlined are for the base product offering. A full appendix is included below for reference.

Core Product Pricing

Product	Estimated One-Time Fees*	Annual Licensing*
Base Map Package	Custom Pricing Based on Campus	\$12,000
10 Stop Base 360° Tour Package with Photography	\$3,500	\$11,500
Localist Events Base Package	\$2,500	\$14,000

*Note: scoping required to confirm set up and renderings required fit within allocations. *Starting at* pricing does not represent an exact price quote. Discount for VCSSU institutions is reflected.

Optional Feature Add Ons

Base Map Add On: Managed Map	Estimated One-Time Fees	Annual Licensing*
Managed Map: Base	n/a	\$3,200
Managed Map: Advanced	n/a	\$6,000
Managed Map: Premium	n/a	\$9,800
Interior Floor Plans: CAD Files Available	\$200/floor	\$2,600
API Access: Content	n/a	\$3,000
Wayfinding: Exterior Only	Custom Pricing Based on Campus; Estimated \$2,800	\$3,600
Wayfinding: Interior & Exterior	Custom Pricing Based on Campus & Number of Interior Floors	\$3,600

*Starting at pricing does not represent an exact price quote. Pricing subject to institution size. Final price provided upon personalized scoping. Discount for VCSSU institutions is reflected. Additional details can be found at <https://help.concept3d.com/hc/en-us/articles/360010904553-Product-Glossary>.

Example Project: Enrollment around 12,000 Students with a campus approximately 50 buildings in size.

Product	Estimated One-Time Fees	Annual Licensing**
Base Map Package with Exterior Wayfinding, Forms Integration and Print Map Generator	\$25,000-\$35,000	\$16,000-\$22,000

EXHIBIT 2 - Pricing Plan

Product & Feature Specifics

Interactive Map Base Package

- **Hosted Solution:** The Concept3D platform is hosted and managed by Concept3D within a Cloud Solution.
- **Dedicated Client Success Manager** for ongoing support, strategy and consultation. In addition to access to Concept3D's robust help site and general ticketing support, your CSM will tailor onboarding and training to your needs and remain your main point of contact.
- **Map Tiles** are the base view of your map when it loads on the front end. Custom built renderings can be placed on top of the tiles for a lush, visual experience. Map tiles can be viewed in street view, or satellite view.
- **Content Management System (CMS)** is where all location, category, media and user content is managed and stored.
- **Users/Roles** can be created to manage map content. The base package includes unlimited users and roles.
- **Categories** live on the sidebar of information. Categories are completely customizable. The information can be marked as private or public to allow for your desired information to be displayed at the appropriate times. There are many customizable settings on the category to help define the best view and experience for your individual use cases.
- **Locations** live in the sidebar of information under categories. Locations are also customizable and can be marked as public or private. Content and media is added per location. Locations have the ability to be shared via URL and on social media platforms.
- **Publishing System** allows the map managers to prepare content prior to it being visible on the live map.
- **Directions** are generated from a start point to an end point on top of the base map tiles. Turn by turn steps as well as a visual path can be seen.
- **Map Tours** give map visitors a full virtual experience representing the reality of your physical location. Tours can include photosphere images, and audio files can be uploaded and played at each stop. Upload tour specific media throughout the tour, or simply transfer the location information over to the virtual tour stop.
- **Share / Get this View** functionality allows specific locations or map views to be shared externally with a URL.
- **Custom Map Embed Codes** are accessible through the CMS.
- **CNAMEs** can be provided and supported for your map to allow custom URLs to seamlessly load your map.
- **Text Only Map** is an HTML only version of all map content (including map tours).
- **Data Export** tool allows for all CMS location and category content to be exported in .csv format at any time. This is how clients can collect data backups from our system.
- **Mobile Responsive Design** is provided with all Concept3D products. We use a mobile first approach in the development to ensure the map is intuitive on mobile & tablet devices.
- **Map Timer** allows content within a category, location or tour to be displayed based on automated set times and dates managed by map administrators via the CMS.

Interactive Map Optional Features

- **360° Maps** is a feature of Concept3D's map software that increases immersion and allows for greater map control with spin, tilt, and rotate functionality via 3D models rather than 3D renderings.
- **3D Renderings** of designated buildings, roads, sidewalks, parking lots, trees, labels, grass, general areas

EXHIBIT 2 - Pricing Plan

and water. A combination of 3D models and additional design programs are used to create a 3D image of the map.

- **Interiors** and interior renderings can be included in your map to show different floor levels and views of your space. Locations can be added on any interior level.
- **Integrations / Data Feeds** are a common add on to Concept3D Maps. Common feeds include: Content Feeds, Bus Feeds, Parking Feeds, Event Feeds, Arc/GIS Feeds, Capacity Feeds and IoT Data Feeds.
- **API Access** can be acquired to share your content and base map tiles in other third party or homegrown applications. The API options are Content API, Tiles as a Service, and Wayfinding as a Service.
- **360° Panorama Hosting** can be added to your interactive map to enable immersive 360° panoramas in locations or map tours. 360° panoramas can be shot and provided by Concept3D upon specific request.
- **Forms** is a lead generation product that displays at your desired time throughout a Virtual Tour to request the map visitor's contact information.
- **Print Map Generator** allows for unlimited, customizable print maps to be created highlighting any one particular view of the map.
- **Wayfinding** allows for a custom route, both interior and exterior, to aid individuals on the most efficient and safest way to get from point A to B.
- **Pop-Ups** can be added to the base map view, individual locations and categories to provide end users with a snippet of information at a designated time.
- **Custom Map Tiles** can be added to your map to allow you to define the look and feel of the base map. For example, items like label sizes and placement or the color of roads and parks can be customized.
- Add on **Full Service Map CMS Setup** to take a hands off approach to adding initial content to your map. This package includes a working session on your vision for the interactive map, category and location creation, as well as setting up the map for all style and options best practices. Want to stay hands off long term? Take a look at the Managed Updates package below as well.
- **Managed Updates - Map** allows you to change your map visuals or data without tedious SOWs, quotes and funding approval. It is billed as an annual recurring fee that covers changes every month, with the added benefit of expediting some of the updates. There are three tiers to help you find the option that best fits your needs.
- **Restricted Maps** allow individual maps (all map content_ to become password protected and only accessible with a username and password. Today, this requires ALL map content to be behind the login.
- **Space Details** - allows for room details/features and 3D models to be highlighted within the map. It provides a full page view of these specifications, including an additional media viewer and chart of information.
- A **Custom Print Map** of renderings can be purchased for an additional one-time fee. Concept3D works with the client on styling and points of interest to be included in a legend. These are often used in print.

360° Tours Base Package

- **Tour Builder CMS** allows for the creation and display of 360° Virtual Tours. All content can be created and updated directly within the Tour Builder CMS in real time.
- **Tour Stops** are how content is organized to help guide users through your space virtually. Each stop is complete with the main media, point on the map, and stop title. 360° Photospheres are suggested, but static images are also supported.
- **Descriptions** can be added to individual tour stops for added context to the stop.

EXHIBIT 2 - Pricing Plan

- **Supporting Media** including images, YouTube and Vimeo videos and audio files can be added to individual tour stops.
- **Custom Styles** including a logo and primary color can be altered to allow for the tour to match branding standards.
- The **Media Library** is used to store and manage all media associated with your tours.
- **Customizable Map Tiles & Renderings** can be associated with tours. You can select from a default base map tile and/or add your custom map tile renderings on top.
- **Buttons** can be added to tours to link out to additional content or link tours and maps together.
- **Publish / Share** feature allows edits to be made prior to impacting your public tour. Once published, tours can be shared via URL or social media as well as embedded within other webpages.

360° Tours Optional Features

- **Advanced Package**
 - **360° Video** allows for support for immersive 360° video content to be used as a tour stop's main media. 360° Video(s) can be shot and provided by Concept3D upon specific request.
 - **Hotspots** are Interactive elements within a main tour stop that can be selected to engage in other content or activity. Current supported hotspot types include images, videos, external links, links to additional stops, audio files and general text.
 - The **Form** feature for 360° Tours allows existing forms created in your general CRM, or even from a simple Google Form, to be embedded and triggered within an individual tour stop.
 - **Revision History** allows users to download up to two years of revisions (changes made to tours) and audit who made changes, when, and to what.
- **Restricted Tours** allow individual tours to become password protected and only accessible with a username and password.
- **Multi-language** support allows 360° Tour titles, descriptions and general UI to be translated into Chinese, Spanish, French, Korean, Dutch, German and Japanese. Need support for another language? We are continuing to expand - let us know what languages you are looking to support! Translation services can be provided upon request.

Localist Events Base Package

- **Channels for Public & Private Sub-Calendars** are a promotion tool that pulls your events based on already existing Classifications (or date ranges) to showcase them in one place. Channels were designed for short-term events like festivals or topics that have many different components but one theme. Five Channels are included in the base package.
- **Feeds**, like RSS, ICS, etc can be used to either import event content into Localist or export event content from Localist.
- A **CNAME** will be applied to allow for a custom domain to display on your calendar page instead of a Localist URL.
- **Brand Customization** to identify a page with a header & footer of your choice and this will become the brand template for your Localist Events platform.
- **Widgets** allow you to curate your Localist events for promotional efforts. Widgets are a formatted HTML embed code, and design templates are available out-of-the-box with Localist Events, or can be custom

EXHIBIT 2 - Pricing Plan

designed by you and the Localist team. **User Permissions** control what features a user has access to in your Localist Events platform.

- **Metrics** provide instant access to event insights directly in your admin dashboard. There are platform-wide and per-event metrics which can be viewed in the Localist Admin Dashboard.
- **Single Sign-On** options to integrate your CAS, LDAP, Shibboleth/SAML 2.0 or Azure AD for user authentication to your Localist Events platform. Localist also provides its own local account creation and login feature, plus the ability to sign in with Facebook, Twitter, Google, and LinkedIn.
- **Bulk Event Importing** allows you to upload all of your events at once using an Excel (.xls) or CSV (.csv).
- **Register** is an internal tool that allows for managing tickets alongside events, and for your audiences to make secure purchases without leaving the comfort of your Localist calendar. Please note, Localist charges a service fee for every paid ticket you sell. If your tickets are free, no fee is charged. The service fees vary per package and your agreement. Depending on your payment method, there may be additional fees for payment processing.

Localist Events Optional Features

- **Bulletin** is a native newsletter tool that allows for effortless email event marketing
- **Feed Sync Upgrade** By default, imported feeds to a Localist Events platform will update once daily. If your organization requires more frequent feed syncs, you can upgrade for an additional daily sync.
- The **Localist API** is a HTTP-based interface. Standard HTTP calls will return JSON your application can use for your DIY design.
- **Additional Channels** can be purchased if more than the five included in the base package are desired.
- **Full Service Setup** ensures the Events page consistency with the client's brand and website. Concept3D will create a header/footer that aligns with the client's design and updates HTML/CSS to match the customer's visual brand.
- **Managed Updates - Events** will ensure that the branding on the Events page stays consistent with the rest of the customer's website, providing a cohesive experience for visitors. Concept3D will make necessary updates to ensure consistency if the customer updates to their website.
- **Additional Units** of the base Localist Events package can be purchased if different departments require a completely unique calendar.