

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Powder Springs (hereinafter referred to as "**Customer**" or "**Licensee**") and **Cartegraph Systems, Inc.** (hereinafter referred to as "**Cartegraph**"). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA139 dated August 10, 2015 shall control.

Customer Bill To: Mike Anderson City of Powder Springs 4484 Marietta St. Powder Springs, GA 30127 770-943-8013	Customer Ship To: Same
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Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: August 10, 2015 **Purchase Agreement Expiration Date:** September 30, 2015 **Purchase Agreement No.:** #PA193

	Purchase Type	Citizen/Qty.	Unit Price	Total Price
YEAR 1				
SOFTWARE PRODUCTS				
Cartegraph OMS Platform by Asset	Asset per citizen Subscription	13,940	\$0.05	\$697.00
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	13,940	\$0.15	\$2,091.00
Cartegraph OMS Users	User Pack Subscription -- 5 Named Users	1	\$2,500.00	\$2,500.00
Cartegraph OMS -- Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$2,500.00	\$2,500.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$14,200.00	\$14,200.00
Data Services	Fixed Fee Service	1	\$27,100.00	\$27,100.00
YEAR 1 SUB-TOTAL				\$49,088.00

YEAR 2				
SOFTWARE PRODUCTS				
Cartegraph OMS Platform by Asset	Asset per citizen Subscription	13,940	\$0.05	\$697.00
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	13,940	\$0.15	\$2,091.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	1	\$2,500.00	\$2,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$2,500.00	\$2,500.00
YEAR 2 SUB-TOTAL				\$7,788.00
YEAR 3				
SOFTWARE PRODUCTS				
Cartegraph OMS Platform by Asset	Asset per citizen Subscription	13,940	\$0.05	\$697.00
Cartegraph OMS Extension	Advanced Asset Management per-citizen Subscription	13,940	\$0.15	\$2,091.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	1	\$2,500.00	\$2,500.00
Cartegraph OMS – Hosting	Cartegraph Cloud Shared Hosting Subscription	1	\$2,500.00	\$2,500.00
YEAR 3 SUB-TOTAL				\$7,788.00
TOTAL COST (3-YEAR TERM)				\$64,664.00

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** The Software Subscription Licenses fee will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$7,788.00 due upon execution of the Purchase Agreement.
 - b. \$7,788.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$7,788.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services shall be 50% upon execution of the Purchase Agreement and the remaining 50% upon completion of the project.
5. **Data Services Invoicing:** Invoicing for the Data Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. **Installment 1 due upon commencement of pavement and/or street level mapping services**– 100% of General Data Collection Services and 20% of pavement and/or street level mapping services, \$10,460.00.
 - b. **Installment 2 due upon field completion of pavement and/or street level mapping services** – 35% of pavement / street level mapping services, \$7,280.00.
 - c. **Installment 3 due upon completion of AQ/QC Process for Collected Data** – 35% of pavement / street level mapping services, \$7,280.00.
 - d. **Installment 4 due upon final delivery of data** – 10% pavement and/or street level mapping services, \$2,080.00.
6. **Expenses:** In providing the services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
7. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Executive Vice President/CRO

Date _____

City of Powder Springs

By _____
(Signature)

(Type or print name)

Title _____

Date _____