

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-437

Council Meeting Date: 12-21-2015

Date Adopted: 12-21-2015

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND PROPERTYPILOT, LLC, FOR ADMINISTRATIVE SOFTWARE

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between PropertyPilot and the Borough of New Providence, in the form attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 21st day of December, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 21st day of December, 2015.

Wendi B. Barry, Borough Clerk

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement") is entered into as of January 1, 2016 ("Effective Date") by and between New Providence Borough ("Customer") with offices at 360 Elkwood Ave, New Providence, NJ 07974, and PropertyPilot, LLC ("PropertyPilot") with offices at 79 Hudson Street, Suite 403, Hoboken, State 07030, and describes the terms and conditions pursuant to which PropertyPilot will provide Customer access to the Service (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Definitions.

1.1 "Authorized Purpose" means (a) to enable the Customer and Authorized Users to input, import and export data and perform functions related to government management within the geographic regions identified on the Order Form by implementing the Service and (b) to enable Public Users to submit and view certain data within the geographic regions identified on the Order Form through the public-facing PropertyPilot platform and GIS Map.

1.2 "Authorized User" means Customer's employees who are provided access to the Service by Customer with a valid username and password and who are authorized by PropertyPilot.

1.3 "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation at the time of disclosure. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time (no more than 10 days) after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. In addition, PropertyPilot Confidential Information includes, but is not limited to, this Agreement, any addenda hereto signed by both parties, the non-public facing aspects of Service, any responses to technical support requests, and any business information, technical data, or know-how relating to the Service, any services, or any associated technology or services, including without limitation all such information disclosed in written form. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Additionally, Confidential Information will not include any Data (as defined below) or any information that can be obtained through an Open Public Records Act request.

1.4 "Custom Data" means any and all data, including, but not limited to shape files, entered or imported into PropertyPilot, either directly or through hosted forms by Authorized Users or Public Users..

"GIS Map" means the geographic information system graphical interface including pre-loaded standard layers and custom layers added by Customer and made available in the form of a map for use by Authorized Users and Public Users.

1.5 "Legacy Data" means any and all historical data the Customer submits to the Service. Legacy Data must conform to PropertyPilot's importing requirements, which may require a key or reference, such as a block and lot or unique property identifier.

1.6 “**Pre-Loaded Data**” means the various property data, tax assessment role, foreclosure data, sales data and map layer data, where available, that is related to the properties on the Service and pre-loaded by PropertyPilot.

1.7 “**Public Users**” means a user of the Public Service.

1.8 “**Public Service**” means the limited online platform made available to members of the public, which allows members of the public to access digital e-commerce forms, public forms approved by Customer and the public-facing GIS Map regarding properties in the geographic regions identified on the Order Form.

1.9 “**Service**” means the online platform to which access is provided to Customer pursuant to this Agreement and which allows Authorized Users to access the Pre-Loaded Data, the systems, processes, Department/Division Modules, digital e-commerce forms and outward facing GIS Map regarding properties in the geographic regions identified on the Order Form.

1.10 “**Subscription**” means the subscription type selected on the Order Form required for Authorized Users to access the Services.

2. Access to Service.

2.1 **Grant.** Subject to the terms and conditions of this Agreement, PropertyPilot hereby grants to Customer a nonexclusive and nontransferable right during the Term to allow the Authorized Users to access and use the Service for the Authorized Purpose. Customer will not allow access to the Service by any person other than an Authorized User or for use other than as reasonably necessary for the Authorized Purpose. PropertyPilot will provide Public Users with access to the Public Service, subject to PropertyPilot’s Terms of Use and Privacy Policy.

2.2 **Reservation of Rights.** Customer acknowledges that it is only granted access to the Service for the Authorized Purpose during the Term in accordance with Section 2.1 and agrees that it will not use the Service except as permitted under Section 2.1. Customer acknowledges that PropertyPilot retains title to the Service. PropertyPilot hereby reserves all rights to the Service or any copyrights, patents, trademarks or other intellectual property rights embodied or used in connection therewith, except for the rights expressly granted herein.

2.3 **Additional Restrictions.** Customer will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) transfer, distribute, sell, lease, license or sublicense access to the Service; (b) attempt to decompile, disassemble, or reverse engineer the Service, in whole or in part; (c) allow access to the Service by any person other than an Authorized User; (d) write or develop any derivative software or any other software program based upon the Service or any Confidential Information; (e) use the Service to provide processing services to third parties, or otherwise use the Service on a ‘service bureau’ basis; or (f) provide, disclose, divulge or make available to, or permit use of the Service by any third party without PropertyPilot’s prior written consent.

2.4 **Authorized Users.** Customer acknowledges and agrees that it is responsible for all use or misuse of the Service by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement will be deemed a breach under this Agreement. All Authorized Users will be required to accept the Policies (as defined in Section 9.8). As between the parties, Customer agrees that is responsible for notifying and obtaining the agreement of such Authorized Users to the restrictions with respect to the Service. PropertyPilot reserves the right to immediately suspend any or all Authorized Users’ access to the Service if PropertyPilot believes, in its sole discretion, that an Authorized User has misused the Service. Customer will provide PropertyPilot with the name and email address of each Authorized User. Each Service account login provided to an Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity. Authorized Users will be required to accept the Policies.

2.5 **Feedback.** From time to time, Customer may provide to PropertyPilot (either on its own accord or at the request of PropertyPilot) feedback, analysis, suggestions and comments (including, but not limited to, bug reports and

test results, and design suggestions or ideas) related to the Service (collectively, "**Feedback**"). As between PropertyPilot and Customer, all right, title and interest in and to any such Feedback will be owned by PropertyPilot. Customer agrees that PropertyPilot will have the perpetual, irrevocable and worldwide right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to Customer.

2.6 Support. Support is available for the Service via email to Support@PropertyPilot.com. PropertyPilot will only respond to support requests from the Primary and Secondary Customer Contacts identified on the Order Form. Customer may change the designated Primary and Secondary Customer Contacts by emailing PropertyPilot at Support@PropertyPilot.com. Telephone support is only available between 9:00 a.m. and 5:00 p.m. Eastern Standard Time during normal business days and is subject to the terms, limits and rates described on the Order Form.

3. Data. Customer grants to PropertyPilot a limited, non-transferable (except pursuant to Section 9.1 below) license to use the Legacy Data, Custom Data submitted by Authorized Users, and any other data entered into the Service by Customer and/or any Authorized User, or by any third parties acting on behalf of Customer or at Customer's request (such data collectively, "**Data**") for the purpose of providing the Service. Customer represents and warrants that: (a) it owns the Data posted by it on or through the Service or otherwise has the right to grant the license set forth in this Section 3; (b) the posting and use of Data on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (c) the posting of Data on the Service does not result in a breach of contract between Customer and any third party. Customer acknowledges that Data will be displayed publicly on the Service and that Customer should not submit any Data to the Service it wishes to keep confidential.

4. Subscription Fee.

4.1 Payment of Fees. In consideration for the access granted to the Service, Customer will pay the subscription fee (the "**Fee**") set forth on the Order Form. Payments may only be made by check. PropertyPilot will invoice you either quarterly or annually on the date applicable date corresponding to the Start Date. You may also pre-pay without penalty. Payments more than 45 days overdue will accrue interest at a rate of 15% per year, or the maximum allowed by law, whichever is less.

4.2 Taxes. All charges and fees provided for in this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government. Customer will pay or reimburse PropertyPilot for all federal, state, dominion, provincial, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of PropertyPilot).

4.3 Changes to Fees. PropertyPilot reserves the right to increase the Fee in a Renewal Term upon notice to Customer at least 90 days prior to the applicable Renewal Term.

5. Representations and Warranties; Disclaimer and Limitation of Liability.

5.1 Representations and Warranties. Each party hereby represents and warrants to the other party that: (a) it is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority, and is duly authorized, to enter into the Agreement and to carry out the provisions thereof; (b) the person executing the Agreement on behalf of the party is authorized to do so; (c) the execution, delivery and performance of the Agreement by such party does not violate any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and (d) such party will comply with all applicable federal, state and local laws, rules and regulations in fulfilling its obligations hereunder.

5.2 Disclaimer. PropertyPilot makes no warranties, whether express, implied, or statutory regarding or relating to the Service, or any materials or services furnished or provided to Customer under this Agreement.

PROPERTYPILOT HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

5.3 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICE, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES WILL, IN ANY EVENT, EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO PROPERTYPILOT UNDER THIS AGREEMENT. The provisions of this Section 5 allocate risks under this Agreement between Customer and PropertyPilot. PropertyPilot's pricing of the Service reflects this allocation of risks and limitation of liability.

6. Indemnification for Infringement.

6.1 Indemnity. PropertyPilot will, at its expense, defend Customer from any claim, action or allegation brought against Customer by a third party alleging that the Service infringes any copyright or trade secret right of that third party, and will pay any final judgments awarded or settlements entered into with respect to such claims; provided that Customer (a) gives prompt written notice to PropertyPilot of any such claim, action or allegation of infringement, (b) gives PropertyPilot the assistance, authority and information as PropertyPilot may reasonably require to settle or oppose such claims, and (c) gives PropertyPilot the authority to proceed as contemplated herein. PropertyPilot will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of PropertyPilot.

6.2 Options. In the event any such infringement, claim, action or allegation is brought or threatened, PropertyPilot may, at its sole option and expense: (a) procure for Customer the right to continue use of the Service or infringing part thereof; or (b) modify or amend the Service or infringing part thereof, or replace the Service or infringing part thereof with other software having substantially the same or better capabilities; or, (c) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid subscription fees. PropertyPilot and Customer will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

6.3 Exclusions. PropertyPilot will have no liability hereunder if the actual or alleged infringement results from (a) Customer's breach of this Agreement, (b) any modification, alteration or addition made to the Service or any use thereof, including any combination of the Service with software or other materials not provided by PropertyPilot, (c) Customer's failure to use any corrections or modifications made available by PropertyPilot that would not result in any material loss of functionality, (d) use of the Service in a manner or in connection with a product or data not contemplated by this Agreement, or (e) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by PropertyPilot in writing.

6.4 Limitation. THIS SECTION 6 STATES THE ENTIRE LIABILITY OF PROPERTYPILOT WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

7. Confidential Information.

7.1 Non-Use and Non-Disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees who do not have a need to know. Notwithstanding, a receiving party may disclose such Confidential Information that is required by law to be disclosed if the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.

7.2 Maintenance of Confidentiality. Each party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and will ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party will make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party will reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

7.3 Return of Materials. Upon the termination or expiration of this Agreement, each party will deliver to the other party all of such other party's Confidential Information that such party may have in its possession or control.

8. Term and Termination.

8.1 Term. This Agreement will take effect on the Effective Date and will remain in force for the Initial Term specified on the Order Form. Thereafter, the Agreement will renew on an annual basis until either party provides notice 60 days prior to the end of the then-current term (a "**Renewal Term**," and together with the Initial Term, the "**Term**").

8.2 Termination For Cause. Either party may, by written notice to the other party, terminate this Agreement if (a) a party is in material breach of any nonmonetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching party gives the other party written notice of such breach; or (b) a party (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

8.3 PropertyPilot Termination. PropertyPilot may terminate this Agreement if Customer fails to pay any amount due PropertyPilot within sixty (60) days after PropertyPilot gives Customer written notice of such nonpayment.

8.4 Customer Termination. Customer may terminate this Agreement upon [60] days' prior written notice if PropertyPilot materially decreases the functionality of the Service.

8.5 Survival and Termination Obligations. Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Service. In addition, no later than thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer will return all any Confidential Information of the PropertyPilot in its possession that is in tangible form. Customer will furnish PropertyPilot with a certificate signed by an executive officer of Customer verifying that the same has been done. Upon termination of this Agreement (except for termination due to PropertyPilot's material breach), any outstanding Fees will become immediately due and payable to PropertyPilot. Sections 1, 2.2, 2.3, 2.4, 2.5, 4.3, 5, 6, 7, 8.5, and 9 will survive any termination or expiration of this Agreement.

9. Miscellaneous.

9.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the other party, except in connection with a sale of assets, reorganization, merger or consolidation. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section 9.1 will be null and void.

9.2 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the first paragraph of this Agreement. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

9.3 Limitation on Claims. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

9.4 No Warranties. No employee, agent, representative or affiliate of PropertyPilot has authority to bind PropertyPilot to any oral representations or warranty concerning the Service. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

9.5 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

9.6 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

9.7 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.8 Integration. This Agreement, including any Order Forms and the PropertyPilot Terms of Use and Privacy Policy (the "**Policies**") which are hereby incorporated into this Agreement by reference, contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties. To the extent there is a conflict between the Policies and this Agreement, this Agreement will govern.

9.9 Purchase Orders. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Service will have any effect

on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of PropertyPilot to object to such terms, provisions or conditions.

9.10 **Export.** Customer acknowledges that the Service may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and will not export, use or transmit the Service (a) in violation of any export control laws of the United States or any other country, or (b) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Order.

9.11 **U.S. Government Restricted Rights.** If the Service is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that PropertyPilot provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. government agency has a need for rights not granted under these terms, it must negotiate with PropertyPilot to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

9.12 **Trademarks.** Upon obtaining the other party’s prior written consent in each instance, each party may use the other party’s name, trademarks, tradenames, service marks, and logos, in its client or service provider, as applicable, list in the same manner in which it uses the names of its other clients and service providers, as applicable..

9.13 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

9.14 **Governing Law.** This Agreement will be governed by the laws of the United States and the State of State, without reference to conflict of laws principles. Any dispute between the parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Hudson County, State. The parties hereby consent to the exclusive jurisdiction and venue of such courts.

The parties have executed this Agreement below to indicate their acceptance of its terms.

PropertyPilot, LLC

Customer

By : _____

By : _____

Print Name : _____

Print Name : _____

Title : _____

Title : _____

ORDER FORM FOR PROPERTYPILOT

Name of Customer:	New Providence, NJ	Type of Subscription:	Government Enterprise with GIS Map
Region:	New Providence, NJ	Subscription Payments:	Annual
Authorized Signatory:		Date of Agreement:	
Address:	360 Elkwood Ave New Providence, NJ 07974	Effective Date:	1/1/2016-Invoice March 1, 2016
Email Address:	wbarry@newprov.org	Initial Term:	1-year
Primary Administrator Contact:	Wendi Barry	Secondary Administrator Contact:	_____

SERVICE DESCRIPTION	
20 Individual Processes	Maximum of 20 Processes:TBD
GIS Map Area:	New Providence, NJ
Region:	New Providence, NJ

Subscription Year	Base Subscription Fee	Maintenance Fee	Total Annual Fee
First Year(25% off-December Promotion)	\$5,625	\$1,875	\$7,500
Second Year	\$7,500	\$2,500	\$10,000
Third Year	\$7,500	\$2,500	\$10,000
Any Year after, Price cannot exceed a 5% increase.			

Support Services	
Training – Initial 5 hours of training per Department/Division	Included
Technical Support and Customization – 24 hours annually	Included
Additional Technical Support and Customization	\$150/hour

This Order Form is made a part of, and incorporated into, the Master Subscription Agreement entered into between the parties.

	SERVICES DESCRIPTION	ANNUAL COST
A	PropertyPilot Municipal Employee Access to Data Management System: Unlimited Sub-User Licenses	Included
B	Property Pilot Legacy Data Import: Data Related to Each Selected Process	Included

C	Annual Maintenance: Continuous Update of Data and System Features and Platform	Included
D	Pre-Loaded Data, including the following: <ul style="list-style-type: none"> • Property Type • Foreclosures • Ownership Information • Property Sales Data • Property Tax Data • Applicable Tax Assessment Data 	Included
E	External Public-Facing GIS Map with map of New Providence, NJ including standard data layers, including: <ul style="list-style-type: none"> • Traffic layer • Panoramio Layer • Census block 2012 • FEMA Coastal High Risk Flood Map • FEMA High Risk Flood Map • FEMA Low to Moderate Flood Map • Fire Stations • Hospitals • Law Enforcement • Know Contaminated Sites • Wetland Areas 	Included
F	Internal GIS Map of New Providence, NJ	Included
G	Administrator Dashboard	Included
H	Field, Forms, Reporting, Workflow, Letters and View Customization Customize data fields, forms, reports, workflows, letters and views within the scope of the documented module functional specification. E-Commerce: collect payments online through PropertyPilot forms.	24 hours of Technical Support and Customization Included
Additional Services:		
	Description	Cost
Additional Processes	10 Additional Processes	\$5,000
Additional Modules	Fire, Building Department, Tax Assessment	\$10,000
Additional Customization/Training/Technical Support	Additional customization, training and technical support beyond 24 hours.	\$150/hour

PropertyPilot, LLC

Signed: _____

Name: _____

Date: _____

Title: _____

Customer

Signed: _____

Name: _____

Date: _____

Title: _____