

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO AXIM GEOSPATIAL, LLC'S AGREEMENT
Pursuant to DIR Contract No. DIR-CPO-4503

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Axim Geospatial, LLC, ("Axim"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Axim's Proposal, dated October 23, 2023, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for specified ArcGIS Cloud Migration and Cloud Managed Services (collectively the "Services"); and

WHEREAS, County desires that Axim provide Services as will be more specifically described in this Agreement; and

WHEREAS, Axim represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the Texas Department of Information Resources ("DIR") Contract No. DIR-CPO-4503, which is incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective upon execution by both parties, and will expire no later than three (3) years thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
3. **Scope of Services.** Subject to this Addendum, Axim will render Services to County as described in Exhibit A; and in accordance with the requirements and specification of DIR Contract No. DIR-CPO-4503.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Axim may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Axim, County shall notify Axim no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Axim clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Four Hundred Sixty-Three Thousand, Eight Hundred Fifty dollars 00/100 (\$463,850.00), specifically allocated to fully discharge any and all liabilities County may incur. Axim does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Axim may become entitled to and the total maximum sum that County may become liable to pay to Axim shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Sixty-Three Thousand, Eight Hundred Fifty dollars and 00/100 (\$463,850.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act and Open Meetings Act.** Axim expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Axim shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Axim expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the

Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Axim for any reason are hereby deleted.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Axim in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Axim hereby verifies that Axim and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axim does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axim does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Axim does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas

Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, AXIM ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Axim may use County's name without County's prior written consent only in any of Axim's customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** Axim warrants to County that Axim has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Axim will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Axim warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A; and in accordance with the requirements and specifications of DIR Contract No. DIR-CPO-4503.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-CPO-4503, then the terms and conditions of DIR Contract No. DIR-CPO-4503 control to the extent of the conflict.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from Axim in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Axim as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 4 for work performed. Axim shall promptly furnish all such data and material to County on request.
20. **Compliance with Laws.** Axim shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Axim shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Axim in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
21. **Termination.**
- 21.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
- (a). If Axim fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If Axim materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

- 21.3. If, after termination, it is determined for any reason whatsoever that Axim was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 21.1 above.
- 21.4. Upon termination of this Agreement, County shall compensate Axim in accordance with § 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Axim's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.
- 21.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Axim.
- 21.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 21.7. Upon termination of this Agreement for any reason, if Axim has any property in its possession belonging to County, Axim will account for the same, and dispose of it in the manner the County directs.
22. **Independent Contractor.** In the performance of work or services hereunder, Axim shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Axim or, where permitted, of its subcontractors. Axim and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
24. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
25. **Dispute Resolution.**
- 25.1. The parties shall attempt in good faith to resolve promptly any dispute arising

out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

- 25.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- 25.3. Each party shall be responsible for its own costs associated with the mediation.
- 25.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
- 25.5. Axim acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.
26. **Remote Access.** As applicable, if Axim requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Axim's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Axim is granted remote access to County Systems:
- (A). Axim will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Axim will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Axim will not access County Systems via unauthorized methods.
 - (C). Axim's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Axim to provide Services to County pursuant to this Agreement.
 - (E). Axim will allow only its Workforce approved in advance by County to access County Systems. Axim will promptly notify County whenever an individual member of Axim's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Axim will keep a log of access when its Workforce remotely accesses County Systems. Axim will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three

business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- (F). If any member(s) of Axim's Workforce is provided with remote access to County Systems, then Axim's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Axim to comply with this Section may result in Axim and/or Axim's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Axim, is under the direct control of Axim, whether or not they are paid by Axim and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

27. Notices.

- 27.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 27.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Axim Geospatial, LLC
Attn: Legal
100 QBE Way, Suite 1225
Sun Prairie, Wisconsin Texas 77043

27.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 27.1 and 27.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

27.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

27.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Information Technology Department

AXIM GEOSPATIAL, LLC

Kent Blanchard

Authorized Agent – Signature

Kent Blanchard

Authorized Agent- Printed Name

VP Contracts and Legal

Title

11/03/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Axim's Proposal, dated October 23, 2023

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ADDENDUM TO AXIM GEOSPATIAL, LLC'S AGREEMENT
(24-IT-100090)

Exhibit A



Fort Bend County Texas

ArcGIS Cloud Migration & Cloud Managed Services

TX DIR Contract #:

DIR-CPO-4503

Vendor ID:

392044368

October 23, 2023

Proposal Submitted by:

Greg Hymel

greg.hymel@aximgeo.com

205.725.5858

Axim Geospatial, LLC

100 QBE Way, Suite 1225

Sun Prairie, WI 53590

November 3, 2023

Beverly Chance
IT Applications Programming Manager
Fort Bend County, TX
Beverly.chance@fortbendcountytexas.gov

Dear Beverly,

Axim Geospatial, LLC (Axim) is pleased to submit our proposal to provide ArcGIS Cloud Migration & Managed Services for Fort Bend County.

Axim has over 31 years of experience with a dedicated focus on empowering our clients with ESRI-based solutions, and many of these clients have been local governments in Texas. We strive to use geospatial solutions to make the world a smarter, safer and better places to live.

Why Select the Axim Team?

Relevant experience = Low Risk Selection: The highly trained, certified, and focused personnel at Axim have delivered cloud-based services to over 100 geospatial cloud migration and cloud managed services projects for Esri users. We are one of the few firms to attain Esri's ArcGIS Cloud Services Specialty Designation and are also an Amazon Web Services (AWS) Select Tier Business Partner. Axim recently received Esri's Cloud System Implementation Award at the 2023 Esri Partner Conference and continues to bring cloud solutions to solve customer challenges across all markets.

Full Service Geospatial Capabilities: Axim is the largest pure geospatial provider in the nation and is a leader in implementing enterprise GIS services, with access to over 1300 Geospatial Professionals. We have a deep understanding of ESRI software through our Platinum Partnership and hold 7 Esri Specialty Designations. Axim provides end to end geospatial services with employees skilled in data collection including lidar (static, mobile, aerial), imagery, along with boundary, topographic and hydrographic surveying. We view this first project together as not a transactional service, but as taking our first step together as long-term partners to elevate and grow GIS for Fort Bend County.

Please contact me if you would like additional information. We look forward to your favorable review of our proposal and to working together for the successful accomplishment of this project.

Sincerely,



Greg Hymel
Senior Account Executive
Greg.Hymel@aximgeo.com

OVERVIEW

Axim Geospatial delivers cloud-based, Esri-centric services to dozens of clients with highly varied offerings and managed services, ranging from very simple, consolidated deployment patterns to robust, fault tolerant and highly available systems. As the footprint of enterprise GIS expands, Fort Bend County, Texas is looking to transition their ArcGIS Enterprise system to the AWS commercial cloud to better serve their stakeholders and increase efficiency. Given the volume of data and breadth of content developed over the years and the depth to which GIS has become integrated with business processes, the transition is a significant undertaking that can cause disruptions within some organizations.

Axim Geospatial recognizes the challenges associated with the transition to the cloud. By choosing us as your trusted partner for this endeavor we will leverage over 10 years of cloud migration experience with over 100 customers. We have helped clients across the country deploy enterprise GIS programs to the cloud, ranging from small communities with simple system architecture and deployment pattern to the Federal government with robust system designs and fault tolerant, high-availability deployments.

Through this experience, our methods have evolved into a repeatable and scalable process. And, while the technical approach is tailored to each client migration, the underlying objective is often the same, to confidently make the cloud transition with minimal business disruption and maximized efficiency, accuracy, and quality. With many cloud service options in the market, Axim has established a unique place through capability and partnerships. Foremost is our standing as an Esri Platinum Business Partner: a status earned through demonstrated technical proficiency, established reputation, and trusted relationships. Our philosophy to helping clients with cloud migration, adoption, and maintenance is shaped by our geospatial expertise and supported by our knowledge of the supporting systems, offering a synergistic and focused technical approach.

Axim was launched in January of 2022 as a rebranding effort of parent company Continental Mapping Consultants, LLC and its two subsidiaries: GISinc and TSG Solutions. Although a new entity by name, Axim brings over 75 years of combined corporate experience given that the previous companies were founded in 1991, 1999 and 2001 respectively. At Axim, our mission is to use our geospatial expertise to provide clarity and solutions to help our customers solve the world's toughest problems. With a staff of 300+ professionals singularly focused on location technology, we are the largest singular provider of end-to-end geospatial services and solutions in the U.S., serving the communities in which we live. We have completed over 10,000 geospatial projects including hundreds of geospatial cloud services engagements.

Esri Partnership

Axim is one of only 17 firms globally that have attained the level of Esri Platinum Partner. Less than 1% of Esri partners worldwide have achieved this highest tier of distinction. In addition to Platinum Partnership, Axim has achieved Esri specialty status for several solutions and Esri product areas:



ArcGIS Cloud Services. With the maturity of business systems comes a need for flexible and agile cloud environments and hybrid environments for business continuity and resiliency.



ArcGIS System Ready
Specialty

ArcGIS System Ready. Awarded to partners that adopt the latest Esri technology, migrate their offerings in a repeatable practice, and have a well-trained staff to support the latest Esri software releases.



Indoor GIS
Specialty

ArcGIS Indoors. A complete indoor mapping system for connecting workspaces with employees and visitors.



ArcGIS Hub
Specialty

ArcGIS HUB. A community engagement platform that organizes people, data, and tools through information driven initiatives.



Utility Network Management
Specialty

ArcGIS Utility Network Management Specialty. GIS based network management for utilities, the new Utility Network (UN) management tool provides more functionality, added flexibility and advanced access to data. Axim is the first Esri partner to receive the UN partner specialty designation for water utilities.



State and Local
Government
Specialty

Esri State and Local Government Specialty. This specialty is awarded to partners that specialize in, and have a substantial track record of success with, development and configuration of ready-to-use solutions for local and state government clients.

Amazon Partnership

Axim is an AWS Select Tier Services Partner, we have trained and certified individuals, as well as customer experience in the migration and management in the AWS environment. Axim partners on the AWS Migration Acceleration Program (MAP). This strategic program supports migrations to the AWS cloud through proven methodology, tooling, and most importantly funding to offset the cost of the AWS ongoing cloud fees.

Safe Software (FME) Partnership

Axim is also a Safe Software business partner. FME (by Safe Software) is the premier integration platform in the market. Using our technical expertise in FME products, and as a certified FME consultant, we help our clients translate and transform data between systems to streamline workflows and system integrations. Safe Software offers industry leading tools that read and write data in hundreds of spatial and tabular formats, included GIS, raster, database, 3D, XML, LiDAR, and other formats. The FME platform enables the automation of data routines, giving you time to focus on your mission.

SCOPE OF SERVICES

Axim has established an approach to project management and delivery that has proven adaptable to diverse technical engagements, including our portfolio of Geospatial Cloud Services engagements. The framework is simple, but powerful, and is organized into five primary phases to include:

Planning and Analysis. Communication, coordination, controls, facilitation, logistics, analytics, and reporting.

Design. Discovery, visioning, and requirements gathering.

Development. Core activity related to delivering technical scope.

Implementation. Collaborative (Axim and client staff) and iterative validation of the deliverables against the requirements.

Post-Implementation. System/solution release and project completion.

The approach derives from a more traditional waterfall style of project management but has translated effectively to encompass incremental delivery. We have adapted a hybrid strategy to include elements of an agile approach to inject flexibility and feedback, but without the full rigor of formal agile frameworks (e.g., Scrum, Kanban), an approach that has proven successful. Axim Geospatial proposes the Cloud Migration and Upgrade – Production project within this framework. In addition, Axim Geospatial proposes sustainment services to manage the cloud environment: Cloud Managed Services Year 1 – Production. Also proposed is a Support Block project as a vehicle for ad hoc and request driven support.

Cloud Migration and Upgrade Year 1 - Production

Planning & Analysis

The Planning and Analysis phase of the project will include these activities:

- Project Set-up – internal Axim processes.
- Project Kick-off – kickoff sync with Axim Geospatial and Fort Bend key stakeholders.
- Task Management - Jira set-up and ongoing task management.
- Internal and External project syncs – recurring syncs series to be established.
- Axim team access – coordinating with client’s IT to establish access and required permissions for the Axim team.
- Licensing and Certificates - confirming required licenses and certificates are available for the Development phase. This includes:
 1. ESRI licenses – for ArcGIS Enterprise 10.9.1
 2. SQL Server license
- Reporting – status reports will be submitted monthly with details of task/subtask completion.

Planning and Analysis phase deliverables:

1. Kickoff Sync
2. Monthly Reports
3. Project Syncs

Design Phase

Before finalizing a migration plan to the cloud, Fort Bend would like to engage with Axim to finalize the details of a migration strategy and system design. As such, we are proposing a discovery-style engagement to allow Axim to collaborate with appropriate Fort Bend staff and gather relevant inputs and insights that will shape the resulting cloud vision.

The discovery engagement is centered on a series of virtual meetings through which Axim will gather information and collect requirements related to a range of topics that will influence cloud architecture design, migration, and subsequent adoption while mitigating disruption to the organizational business process. Based on a combination of our experience and preliminary conversations with both Fort Bend and Esri, we have drafted a scope below; however, the final list of topics and discovery sessions can be adapted collaboratively to ensure accurate and comprehensive inputs.

We propose up to five hours of discovery sessions spanning the topics identified below, with most sessions ranging from one to two hours each. The Axim team will be represented by a Solutions Engineer and/or a Solutions Architect (participation may vary depending on the specific topic). Our technical team will focus on gathering information and learning about the location technology landscape of Fort Bend to allow a subsequent translation of inputs into a shared vision. The resulting document is intended to capture the information gathered in a logical and organized way and to provide a corresponding system design and implementation plan.

System/Server Specifications

Based on the provided architecture by Fort Bend County, the following AWS Architecture has been recommended for the Production environment. This is subject to change if different needs are noted and approved during the Design Phase.

Service	Specifications
ArcGIS Server Hosting	r5.xlarge
Spatialtemporal Big Data Store	m6a.xlarge
Data Store 1	m6a.xlarge
Data Store 2	m6a.xlarge
Web Adaptors	c6a.xlarge
ArcGIS Portal	m6a.xlarge
Image Server	t3a.2xlarge
GeoEvent Server	t3a.2xlarge
ArcGIS Monitor 2023	m6a.xlarge
SQL Server	r6a.xlarge
3 ArcGIS Desktop & ArcGIS Pro Workspaces	Operating system (Windows), License (Included), Bundle type (PowerPro (8 vCPU, 32GB RAM)), Root volume (80 GB), User volume (100 GB), Number of WorkSpaces (3)
Amazon FSx for Windows File Server	Desired storage capacity (8 TB), Backup storage (2 TB), Desired aggregate throughput (32 MBps)
Prod Bastion	t3a.xlarge
AWS Backups	Daily Backups retained for 30 days, Monthly backups retained for 1 year
Includes 4 NAT Gateways, Managed AD (AWS Directory Service), Application Load Balancer, and Network Load Balancer	

Any addition or subtraction to this list may result in a change in price.

Design phase deliverables:

1. Up to 5 hours of remote discovery sessions.
2. Implementation Plan document to include proposed architecture diagram, technical considerations, quantitative recommendations, and key changes.
3. One round of client requested revisions to Implementation Plan document based on timely feedback.

Development Phase

The development phase is comprised of the build out of the AWS architecture as approved by the client in the culmination of the Design phase. Axim Geospatial will deploy the new AWS environment and upgrade the version

from ArcGIS Enterprise 10.8.1 to 10.9.1 during the development phase. Axim Geospatial will provision the AWS cloud environment including the following components and configurations (subject to change if different needs are noted and approved during the Design phase):

- Cloud Server/Service provisioning – 16 instances/services
- Cloud Framework – gateway, VPC, IP, storage
- Configure server to server communications
- Configure instance backups
- Federation/Authentication – ArcGIS SAML & Built in Authentication
- Configure fileshare – across all VMs
- Publish Test Services – two test services
- Provision up to 2 AWS workspaces – ArcGIS Desktop and/or ArcGIS Pro Workspaces
- Install SQL Server – client provided licenses
- GeoEvent Server – client provided ESRI licenses
- Obtain and apply SSL certificate for the web tier – Axim provisioned certificates (GoDaddy)
- Obtain and apply Anti-Virus protection – Axim provisioned (Cylance)
- Internal System Testing – QA/QC check of Production environment completed prior to release

Development phase deliverables:

1. ArcGIS Enterprise 10.9.1 Production environment in the AWS cloud

Implementation Phase

The implementation phase consists of content migration, implementation of system monitoring, and coordinating a “Go Live” of the new AWS environment.

Content Migration

We propose up to 40 hours of GIS data migration from on premises to new AWS cloud environment as part of this project. Migrating ArcGIS Enterprise content from one environment to another involves a systematic workflow to ensure a seamless transition. First, administrators export hosted feature services, web maps, web applications, and solution templates from the source environment using ArcGIS tools like Python scripts or the ArcGIS Online Assistant. User accounts and permissions are typically handled separately. Next, the exported content is imported into the target environment, ensuring compatibility, and addressing any dependencies. Configuration settings and data connections may need adjustment during this step. User accounts and permissions are recreated or mapped to corresponding accounts in the new environment. Extensive testing is crucial to verify the functionality and integrity of the migrated content. Once validated, the migration can be completed, and users can start accessing their familiar resources in the new environment.

ArcGIS Monitor Implementation & Configuration

To enhance our collective ability to dynamically monitor the performance of the Production environment, Axim is proposing to implement the Esri ArcGIS Monitor. Implementation requires establishing and configuring a server instance to host ArcGIS Monitor and is part of the Cloud Migration strategy. Fort Bend will identify up to 10 critical services for detailed monitoring along with the ArcGIS Enterprise components (as deployed). We will configure and organize up to two (2) collections, including one collection to contain metrics for host machines and application software and the other to contain metrics related to web services. ArcGIS Monitor will be configured to track the 10 critical services, host machines, and software viewable through an analysis board. Axim will also setup email notifications based on the Production status of the identified components and services. ArcGIS Monitor

notifications may trigger remediate actions through Geospatial Cloud Services (described below). Upon completion of the ArcGIS Monitor implementation and configuration, Axim Geospatial will schedule a 1-hour sync with Fort Bend to demo the ArcGIS Monitor user interface and capabilities.

Go Live

The implementation phase will culminate in a Go Live of the new AWS cloud environment. Fort Bend will coordinate a migration window as part of the final production transition, during which data editing will be disrupted. The duration of this period will be minimized through preparation to the extent supported by the source structure.

Implementation phase deliverables:

1. Up to 40 hours of content migration support
2. ArcGIS Monitor Implementation and Configuration
3. 1-hour ArcGIS Monitor demo sync
4. Support coordinating Go Live

Post-Implementation Phase

The Post-Implementation phase consists of final system documentation, a final system overview sync with Fort Bend, and client acceptance and project closeout. Fort Bend may request additional post-implementation support for user acceptance testing, knowledge transfer, training sessions, etc. through the Support Block project (see section below).

Post-Implementation phase deliverables:

1. Final System Documentation
2. Final System Overview Sync (up to 1 hour)

Geospatial Cloud Managed Services (Managed Services)

Axim Geospatial has been delivering cloud-based, Esri-centric services for nearly a decade, providing dozens of clients with highly varied offerings and managed services, ranging from very simple, consolidated deployment patterns to robust, fault tolerant and highly available systems. Within the context of our managed services, the software licensing, data, and content (e.g., map services, applications) are procured and/or provided by the client and hosted in a cloud environment created specifically and exclusively for that client (no shared environments or access).

The proposed Geospatial Cloud Managed Services are designed to strictly support the health and availability of the cloud hosted environment and are distinct from standard GIS support services, which can be procured separately (see Support Block). All non-routine support and ad-hoc requests will be tracked to the supplemental support block. We offer a suite of standardized packages as well as custom hosting and maintenance solutions depending on the need of our customers.

The sections below outline Geospatial Cloud Managed Services being proposed to support the Production environment.

- **Contract:** Fixed Price for a 12-month period of performance

- **Business Support:** 8:00 am to 5:00 pm (Central Time Zone), Monday through Friday.
- **Geospatial Cloud Managed Services Includes:**
 - **Monthly System Checks:** to include monthly system verification, “health grades,” and maintenance recommendations.
 - **Monthly System Maintenance:** The recommended maintenance will be executed monthly during the regularly scheduled maintenance window. The potential for system restarts and disruption during the maintenance window is expected. To minimize disruptions to day-to-day business operations, the Axim Geospatial Cloud Managed Services team offers a regularly scheduled maintenance window on the third Wednesday of each month outside of local business hours (proposed maintenance window - 5:00pm-8:00pm Central Time). Either party may request a change to the regularly scheduled maintenance window via email or phone communication.
 - **Email Support:** For requests requiring immediate support, Axim Geospatial will provide four (4) standard and two (2) premium support tickets annually. Axim Geospatial will manage and monitor a client-specific email for Fort Bend, TX (proposed email - FortBendSupport@aximgeo.com). Response, recognition, and resource assignment in two (2) business hours when using the client-specific email address listed above. For requests that do not require immediate support, please use normal communication channels (ie Project Manager email contact, regularly scheduled syncs, phone call, etc.).
 - **Operating System Updates:** checked and updated monthly.
 - **ESRI ArcGIS Enterprise Patches and Security Patches:** checked and updated monthly.
 - **Back-ups:** configured and verified monthly.
 - **Track Expiries:** Axim Geospatial will track expiries and coordinate renewals for ESRI licenses, SSL certificates (for web tier servers), and Cylance Anti-Virus.
 - **Cloud Provider Required Updates (Quarterly):** Axim Geospatial will apply Cloud Provider Required updates (AWS) on a quarterly basis.
 - **Quarterly Client Syncs:** Axim Geospatial will schedule recurring quarterly client syncs

GIS Support Services (Support Block)

To supplement the services outlined above, Axim is also proposing a GIS Support Services contract, through which we will provide any desired ad hoc or request based support to Fort Bend, including anything that is excluded from the Geospatial Cloud Services. The Axim GIS Support Services contract is intended to provide Fort Bend with access to day-to-day operational support as an extension of internal capability and capacity. GIS Support Services provide access to the knowledge, experience, and expertise of the broader Axim technical team, which can offer services related to enterprise GIS administration, implementation, configuration, automation, integration, documentation, troubleshooting, knowledge transfer, and more. As stated above, all non-routine support and ad-hoc requests will be tracked to the supplemental support block.

GIS Support services are executed as a time and materials (T&M) contract, which provides Fort Bend access to support hours. The actual number of hours will vary based on labor categories required to complete the task (**see labor rate table below). Requested or approved tasks will be estimated, where appropriate, and communicated to Fort Bend project leadership. Estimates will be informed by our experience and represent a best and good faith approximation, but do not represent a guarantee of completion within the specified timeframe. Tasks requested and approved under the Support Services contract will not be considered true scope, but will be approached deliberately and diligently to offer the most value to Fort Bend under the available budget as possible. All Support Services will be discontinued when the authorized budget is exhausted and will not be absorbed or continued

under any of the complementary services contracts proposed above.

All time not associated with tasks outlined above will be tracked, recorded, and reported in minimum intervals of 15-minutes (0.25 hours) to the GIS Support Block project. This includes the effort required to discuss, design, consult, estimate, plan, manage, execute, and support various tasks by any Axim staff member working on the Fort Bend support requests, which may include periodic and recurring meetings to review status and identify future tasks. The team is diligent about and deliberate with client budgets to ensure we deliver value that will support a lasting relationship. We will communicate deviations from task estimates as early as possible.

The Axim team will undertake tasking that has been prioritized and authorized by Fort Bend by logging the request and aligning and assigning our staff as appropriate. We understand that response timeframes are important, and we will queue tasking as appropriate. In some cases, this means rapid response may be required; however, in most cases, we will queue the tasks into our planned work to be addressed as the appropriate resources are available, which is generally two to four weeks from request.

Axim Geospatial is proposing our time and materials Support Block with a not-to-exceed price of **\$25,000**. We have provided our TX DIR Labor rates below:

Labor Category	Staff
Staff Geospatial Analyst	\$143.75
Staff Solutions Engineer	\$213.88
Sr. Solutions Engineer	\$256.65
Sr. Geospatial Developer	\$256.65
Geospatial Project Manager	\$229.41
Technical Architect	\$229.41

Assumptions and Constraints

- Axim will be maintaining one (1) ArcGIS Server instance in Axim controlled AWS tenant. Additional servers or Workstations deployed to the Fort Bend AWS environment will be considered out of scope or will require a change order for inclusion within the proposed services.
- Changes or additions to the cloud environment configuration or footprint will trigger an evaluation and may require a change order to support.
- Pricing requires a 12-month contractual commitment.
- All software licensing (Esri, RDBMS, SQL, other third-party, etc.) must be provided by Fort Bend.
- Axim will procure the cloud environment/infrastructure directly from the cloud provider (AWS).
- Axim will obtain and apply SSL certification (GoDaddy) and Anti-virus (Cylance) on behalf of Fort Bend for the AWS cloud environment. The fees will be invoiced under the Cloud Fees TM project each year.
- Axim cloud services are designed to facilitate the health and availability of the host environment only and does not include ad hoc or request driven support for broader GIS tasking, administration, or technical support, which may be requested under the supplemental support block projects.
- All work will be performed remotely unless explicitly stated otherwise.
- Access to the current Fort Bend's on-premise system will be facilitated through VPN or comparable solution with similar security and performance. This project assumes that Fort Bend will provide the Axim team access to their current on-premise system at the beginning of the project.
- The performance or responsiveness of the proposed cloud infrastructure may be influenced by the bandwidth/capacity of the network through which the infrastructure is accessed, which is beyond the control of Axim and considered to be out of scope.
- Axim is not responsible for cloud infrastructure availability, which falls to the respective infrastructure provider.
- Axim is not responsible for any data creation, generation, cleansing, or transformation.
- The proposed services do not include scripted or automated synchronization or reconciliation of GIS data between multiple data sources.
- Software version upgrades are not included in the standard managed services, but supplemental services are available upon request.
- Editing cloud hosted geospatial data will be facilitated via ArcGIS Map/Pro through feature services and is the responsibility of Fort Bend.
- The software version will be upgraded to ArcGIS Enterprise 10.9.1. Any change to the target upgrade

version throughout this project will require mutual agreement and may trigger a change order.

- Fort Bend will coordinate a migration window as part of the final production transition, during which data editing will be disrupted. The duration of this period will be minimized to the extent supported by the source structure.
- Cloud fees are based on estimates and are subject to change.

Pricing & Invoicing

Axim Geospatial proposes four projects (see table below):

- 1) **Cloud Migration and Upgrade Year 1 - Production:** this project is proposed as a firm-fixed price project for a total of **\$85,000**. This project will be invoiced based on a percent complete of the project.
- 2) **Cloud Managed Services – Production:** This project is proposed as a firm-fixed price project for a total of **\$49,200**. The project will be invoiced based on an equal invoice over the 12-month period of performance.
- 3) **Cloud Fees Year 1:** This project is proposed as a Time & Materials project with a pass-through of cloud fees estimated at **\$52,500** for the first year. A 10% fee will be applied to all cloud infrastructure costs that pass-through Axim Geospatial as a part of this contract.
- 4) **GIS Support Block Year 1:** This project is proposed as a Time & Materials project pay as you go (PAYG) with a not-to-exceed price of **\$25,000**. The project will be invoiced based on hours used each month.

Project	Type	Invoice	Year 1	Year 2	Year 3
Cloud Migration and Upgrade Year 1 - Production	Firm-Fixed	% Complete	\$85,000		
Axim Geospatial Cloud Managed Services	Firm-Fixed	Equal Invoice	\$49,200	\$50,700	\$52,200
Cloud Fees	Time & Materials	Pass-Through + 10%	\$52,500	\$58,750	\$60,500
GIS Support Block	Time & Materials	Pay As You Go	\$25,000	\$5,000	\$5,000
Staging Environment Development	Firm-Fixed	% Complete			\$20,000
*Yearly Totals			\$211,700	\$134,450	\$117,700

**Note: Year 2 and Year 3 pricing are target costs and are subject to change.*

You may indicate your acceptance of the above proposal with a signature from authorized personnel at Fort Bend County, Texas.

Fort Bend County, Texas

Signature: _____

Name: _____

Title: _____

Date: _____

Quotation Terms and Conditions

This confidential quotation is valid for thirty (30) days unless otherwise stated and does not include shipping or tax unless otherwise stated. This quotation information is proprietary and may not be copied or released other than for the express purpose of system and service selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Axim Geospatial.

Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial (herein after, "Axim") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, Axim shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

Axim agrees that all work performed hereunder shall be performed on a best effort basis by Axim's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon Axim unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay Axim within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. Axim will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to Axim prior to canceling an order. Customer will compensate Axim for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any Axim employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. Axim's total liability to Customer for any reason shall not exceed the total amount paid to Axim by Customer for the services provided under this Agreement.

Axim's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

Axim shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any Axim provided product or framework or (2) the combination, operation or use of the Axim provided product with software, hardware or other materials not furnished or authorized to be used by Axim.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

Axim warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim employees, that work on the project, shall have the knowledge, education, training, skills and experience of the subject matter to which they will be performing services.

Axim warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, AXIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AXIM'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY AXIM FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE.

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration (GSA) Schedule entered by Axim and the U.S. Government. Axim's GSA Schedule number: GS-35F-682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and Axim shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Axim corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof.

Both Axim and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim.