



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 5

CONTRACT #: AR3116

Starting Date: 3/11/2019

Expiration Date: 9/15/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Visionary Integration Professionals LLC (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The following is amended and added to Attachment E of the Master Agreement:

-ARInspect EULA
-any additional Service Provider Terms and Conditions, End User License Agreements, etc. provided on the Visionary Integration Professionals designated webpage of NASPO ValuePoint's website here: <https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/visionary-integration-professionals-llc/> as my be updated from time to time.

Effective Date of Amendment: 6/14/2022

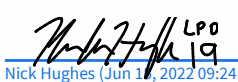
All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

 6/14/2022
Contractor's Signature Date

 LPO
06/15/2022
Nick Hughes (Jun 15, 2022 09:24 MDT)
Director, State of Utah Division of Purchasing Date

Kati Bennion
Contractor's Name (Print)

CFO
Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Blake Theo Porter	801-957-7136	btporter@utah.gov	AR3116



ARINSPECT END-USER LICENSING TERMS

Thank you for using ARInspect's platform, services, the resulting mobile application and websites which are branded as "Smart Field Platform" ("ARInspect System"). ARInspect hereby grants you a non-exclusive, limited, royalty-free license to ARInspect System subject to these End-User Licensing Terms ("Terms"), and you indicate your acceptance of these terms by using and accessing ARInspect System.

1. Ownership.

- 1.1** You retain all rights, title, and interests in and to all data, media and content provided by you or your authorized users to ARInspect for the purposes of provision of ARInspect System ("End User Data"). ARInspect acknowledges that it neither owns nor acquires any additional rights in and to the End User Data not expressly granted. Subject to the foregoing, you hereby grant to ARInspect a non-exclusive, non-transferable right and license to use the End User Data for the limited purposes of providing ARInspect System. Such license shall automatically terminate upon termination of access to ARInspect System.
- 1.2** ARInspect shall own all rights, title, and interest, including all intellectual property rights in and to the ARInspect System, except for any part containing any End User Data. Except as expressly stated in these Terms, nothing shall be construed as ARInspect granting any right, title, and interest in any intellectual property rights or any other rights associated with the ARInspect System. All rights in and to the ARInspect System not expressly granted are reserved by ARInspect. You shall not remove, alter or obscure any proprietary notices (including copyright notices) of ARInspect included in or with the ARInspect System.

2. Your Obligations and Conduct.

- 2.1** You shall be responsible for all changes to and/or deletions of End User Data and the security of all passwords and other access protocols required in order to access the ARInspect System. You shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the all End User Data.
- 2.2** You will not, and shall not permit any third party, to (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from the ARInspect System; (b) create any derivative product from ARInspect System; (c) rent, lease, sublicense, sell, assign or otherwise transfer ARInspect System; or (d) use ARInspect System directly or indirectly to provide a time-sharing or subscription service to any third party or to function as a service bureau or application service provider. You shall not, and shall not permit any third party to, copy, distribute, sell, or otherwise make available any ARInspect-supplied content (e.g., ARInspect System baseline documentation). You will ensure that its use of the ARInspect System complies with all applicable laws, statutes, regulations, or rules.
- 2.3** You shall use the ARInspect System solely for your business purposes as contemplated by these Terms and shall not use the ARInspect System to: (a) send any form of unsolicited messages in violation of any law; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) interfere with or disrupt the integrity or performance of the ARInspect System or the data contained therein; or (d) attempt to gain unauthorized access to the ARInspect System.

- 3. Hosting of Services.** You acknowledge that provision of the ARInspect System is subject to, and dependent upon adequate delivery of third party providers. ARInspect primarily engages Amazon Web Services Inc. (the "AWS Services") which enables delivery of the ARInspect System. By entering into this Agreement you acknowledge and agree to the obligations of "you" in the following AWS Services policies as maybe updated from time to time by AWS Services:

- 3.1 Privacy Policy:** <https://aws.amazon.com/privacy/>
3.2 Acceptable Use Policy: <https://aws.amazon.com/aup/>
3.3 Terms of Use: <https://aws.amazon.com/terms/>
3.4 Service Terms: <https://aws.amazon.com/service-terms/>
3.5 Trademark Use Guidelines: <https://aws.amazon.com/trademark-guidelines/>

4. Disclaimers.

- 4.1 Internet Delays and Hardware Issues.** ARINSPECT SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, INCLUDING YOUR INABILITY TO USE OR ACCESS ARINSPECT SYSTEM (INCLUDING BUT NOT LIMITED TO ADDITIONAL FEATURES SUCH AS AUDIO AND VIDEO CONFERENCING) VIA MOBILE APP OR WEB APPLICATION, AS APPLICABLE, AS A RESULT OF FAILED INTERNET CONNECTIONS; LACK OF A SIGNAL FROM TELECOMMUNICATION CARRIERS; OR PROBLEMS CAUSED BY HARDWARE, SOFTWARE OR EQUIPMENT WHICH IS NOT OWNED, CONTROLLED OR OPERATED BY ARINSPECT. OUTSIDE OF ARINSPECT'S REASONABLE CONTROL, ARINSPECT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.
- 4.2 Disclaimer.** EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ARINSPECT SYSTEM, AND ALL SERVICES PERFORMED BY ARINSPECT ARE PROVIDED "AS IS," AND ARINSPECT DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. ARINSPECT DOES NOT WARRANT THAT THE ARINSPECT SYSTEM OR ANY OTHER SERVICES PROVIDED BY ARINSPECT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE ARINSPECT SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.
- 4.3 Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ARINSPECT BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, DIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ARINSPECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall ARInspect's total liability to you for all damages (other than as may be required by any applicable law) exceed the amount paid by to ARInspect in the last twelve (12) months prior to the event giving rise to the injury.

- 5. Support Services.** ARInspect shall provide standard maintenance support for the ARInspect System as further described in Attachment 1 attached hereto.



ARINSPECT TERMS OF USE

ATTACHMENT 1

ARINSPECT SUPPORT SERVICES

The ARInspect System, services, and the resulting mobile applications are hosted on a secure cloud infrastructure. The applications and its data are hosted on multiple high availability servers with replication, allowing ARInspect to guarantee 98.5% availability. ARInspect shall be responsible for providing basic technical support. Basic Technical support shall mean (i) assisting the customers in solving process and navigational issues, (ii) diagnosing the cause of any application issues, (iii) using commercially reasonable efforts to provide a workaround for such issue; and (iv) record all details concerning the issue, escalating it to the below stated severity levels if required. If you have questions about the ARInspect System or services, you may notify ARInspect by telephone or through ARInspect's designated electronic mail support address. ARInspect shall provide technical support from 8:00 AM to 5:00 PM, Eastern Time, Monday through Friday, excluding US Federal holidays. All support issues will be addressed based on their severity levels as described below. Issues will be prioritized according to the following table:

Severity	Definition	Resolution Time
Critical	Issues that produce an emergency situation to a critical business function. Issues of this severity represent a system function which is inoperable in a way such that it is not usable in a production environment, produces incorrect results, or fails catastrophically.	Within 8 hours
High	Issues that produce a detrimental situation in which performance (throughput or response) of a system module degrades substantially (e.g. 50% or more degradation from expected results) from any throughput or response targets defined in the Documentation, producing a severe impact in use of one or more mainline functions. Note that such degradation could also be the result of the time required to implement a manual workaround.	Within 8 hours
Medium	Issues that produce a situation in which a system module is usable, but does not provide a function in the most convenient or expeditious manner. At this severity, the user is still able to perform their job function (i.e., a "work-around" is available). This may include cosmetic or other low priority Issues.	Within 5 business days.
Low	Issues that are cosmetic in nature. Issues of this severity could include misplacement of fields on the screen, inconsistent wording in error messaging, or font and punctuation issues.	Reasonable effort or next release.

ARINSPECT SYSTEM MAINTENANCE.

- i. ARInspect shall conduct scheduled weekly routine maintenance of the ARInspect System and services during the period of 9 PM and 6 AM EST, on a mutually agreed date. ARInspect shall give its customer at least five (5) business days prior notice of the exact date and time of any additional required maintenance outside of this window, via e-mail.
- ii. ARInspect has implemented PagerDuty incident management and escalation services. When an incident is triggered, PagerDuty will first try to contact the level-one on-call responder for the incident. If such notified person is unable to answer within 15 minutes, PagerDuty will automatically escalate to the level-two responder. If there is still no response, then PagerDuty will escalate to the level-three responder. Until a response is received, PagerDuty will continue to escalate and notify all previous responders.