Company Name: URBAN SDK, INC  
Duns Number : 057314558  
Contract Number : 47QTCA20D00AP  

Period Covered by Contract: June 1, 2020 through May 31, 2025  

General Services Administration Federal Supply Service  
Pricelist is Current  

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES  
INFORMATION TECHNOLOGY  
IT SOFTWARE  

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES  
INFORMATION TECHNOLOGY  
IT SERVICES  

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service’s Home Page via the Internet at http://www.fss.gsa.gov/  

Note: Urban SDK, Inc. wishes to participate under the Cooperative Purchasing and Disaster Recovery Purchasing programs. The following SINs are available to state and local: 511210 and 54151S
1. Estimated Award Value : $500000

   Base Period : $125000

   Option Period 1 : $125000

   Option Period 2 : $125000

   Option Period 3 : $125000

2. Solicitation Number : 47QSMD20R0001

3. Contract Period : June 1, 2020 through May 31, 2025

4. Business Size : Small Business

5. Business Types :

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6. Subcontracting Plan Type : N/A and Expiration : N/A

7. Items Awarded :

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   | 5415TS | Information Technology
   |        | Professional Services       | Information Technology | IT Services   |

   Labor Categories :

   Systems Administration Services
   Implementation Consultant Services
   Database planning and design
Systems analysis and design
Computer programming and software development
Data science and analysis
Web design services
User experience designer
Web designer
Application Developer
Computer Programmer
Cloud Architect
Cloud Services Developer
Customer Support Administrator
Customer Support Specialist
Data Scientist
Data Analyst
Database Administrator
Data Center Support Specialist
Data Quality Manager
Developer Operations Engineer
Developer Operations Administrator
Desktop Support Manager
Desktop Support Specialist
Help Desk Specialist
Information Security Specialist
IT Analyst
IT Coordinator
IT Support Manager
IT Support Specialist
IT Systems Administrator
Junior Software Engineer
Network Administrator
Product Analyst
Project Coordinator
Project Manager
Product Manager
Senior Applications Engineer
Senior Database Administrator
Senior Software Engineer
Senior Support Specialist
Senior System Administrator
Senior System Analyst
Senior System Architect
Senior Web Administrator
Senior Web Developer
Software Architect
Software Engineer
Software Quality Assurance Analyst
Support Specialist
Systems Administrator
Technical Support Engineer
Technical Support Specialist
User Experience Designer
User Experience Developer
Website Administrator

8. Escalation Rates :

Clause I-FSS-969
2.00% EPA for Base Period of Contract

9. IFF Statement :
10. Minimum Order Quantities:

100

11. Minimum Order Limit : $ 100

12. Maximum Order Limit : $ 500000

13. Geographic Coverage :

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<td>W - WorldWide</td>
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14. Prompt payment Discounts :

- Discount1 : 1.0 % if Payment is made within 20 days
- Discount2 : 0.00 % if Payment is made within 00 days
- Net 30 days.

Volume Discounts :

- 1.00% for orders greater than $150,000

15. MFC (Most Favored Customer)/BOA (Basis of Award) Customer :

Federal Government

16. Approved Exceptions :

URBAN SDK, INC offer dated March 30, 2020 and Final Proposal Revision dated May 26, 2020, submitted in response to standing Solicitation No 47QSMD20R0001, for Multiple Award Schedule MAS.
is hereby accepted by the Government.

17. Terms and Conditions:

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Terms and Conditions Notes:
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<td>$27.81</td>
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MASTER AGREEMENT  
Master Agreement No. ______

This Master Agreement (this “Agreement”) is entered into this ______ day of ________, 2020 (the “Effective Date”), by and between ________, a ______ having its primary office at __________ (“Client”) and Urban SDK, Inc., a Florida corporation having its primary office at 112 West Adams Street, 4th floor, Jacksonville, Florida 32202 (“UrbanSDK”). In consideration of the mutual covenants and agreements contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UrbanSDK and Client hereby agree as follows:

1 NATURE OF AGREEMENT:

1.1 UrbanSDK shall provide Products, and/or Services to Client that may include software, hardware, custom software development, systems integration, maintenance and other services, as described in more detail in executed Task Orders issued under and made a part of this Agreement. This Agreement shall apply to all Products and Services that are provided by UrbanSDK to Client during the term of this Agreement including but not limited to Products that are owned by UrbanSDK or developed by UrbanSDK and licensed to Client, and third party products that are acquired for Client by UrbanSDK, if any.

2 DEFINITIONS:

2.1 As used in this Agreement, Task Orders, and other ancillary documents issued hereunder and/or attached hereto, the following terms shall have the meanings contained below:

2.2 **Client Owned Deliverable** means any deliverable to which Client is to obtain ownership as provided for in Section 9 of this Agreement.

2.3 **Confidential Information** means (i) any proprietary or confidential information or material in tangible form disclosed hereunder that is marked “Confidential” at the time it is delivered to the receiving party, (ii) proprietary or confidential information disclosed orally hereunder which is identified as confidential or proprietary when disclosed and such disclosure of confidential information is confirmed in writing within thirty (30) days by the disclosing party, or (iii) any proprietary or confidential information or material disclosed hereunder that the receiving party knew, or under the circumstances should have known, was confidential.

2.4 **Deliverable** any Products, including without limitation, the custom software, Services, Documentation and other items to be delivered or provided by UrbanSDK under the terms of this Agreement or any Task Order.

2.5 **Derivative Work** means any computer program or documentation resulting from the modification, recasting, transformation or adaptation of an existing computer program or item of documentation developed or owned by a party, but does not include data output of any such computer program. A computer program that uses or operates on data output of another computer program shall not be considered a “Derivative Work” of the original program merely because it uses or operates on such data.

2.6 **Documentation** the documentation, instructions, technical data, specifications and user’s guides published by UrbanSDK as well as any functional specifications documentation developed by UrbanSDK pursuant to the terms contained in this Agreement.

2.7 **Maintenance Services** means the Software support provided pursuant to a Task Order.

2.8 **Product** any firmware, hardware or software (including third party products) provided by UrbanSDK to Client pursuant to the terms contained in this Agreement.

2.9 **Services** - services provided by UrbanSDK to Client pursuant to a Task Order including but not limited to any custom software development, Deliverables, systems integration, installation, training, consulting, and maintenance.

2.10 **Software** - baseline computer software in object code form developed or owned by UrbanSDK for which Client is granted a license pursuant to a software license Task Order issued pursuant to the terms contained in this Agreement, as well as Updates provided by UrbanSDK to Client under a Task Order for Maintenance Services.
2.11 **Source Code** - textual form of the Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings, regardless of the media on which it is stored, and is intended for translation into an executable or intermediate form, or is intended for direct execution through interpretation.

2.12 **T&M** - means (i) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit, and (ii) materials at cost, including if appropriate, material handling costs as part of the material cost. Notwithstanding the foregoing, T&M shall not include UrbanSDK personnel’s travel, lodging, and incidental expenses.

2.13 **Task Order** - the document executed by both parties that describes Services, Maintenance Services, and/or Products to be provided by UrbanSDK to client pursuant to the terms contained in this Agreement.

2.14 **UAT** - means user acceptance testing as further defined in Section 10 of this Agreement.

2.15 **Updates** - means any subsequent releases of the Software which are generally made available at no additional charge as part of Maintenance Services for such Software. Updates shall not include future products or modules, that UrbanSDK licenses separately.

3 **TASK ORDERS:**

3.1 UrbanSDK will perform Services and/or deliver Products and Software as contained in mutually agreed Task Orders executed from time to time by Client and UrbanSDK during the term of this Agreement. Neither Client nor UrbanSDK shall have any obligation to enter into any particular Task Order, and each may choose to accept or not accept, at each party’s sole discretion, any proposed Task Order. Services performed under any Task Order shall be performed on a T&M basis as contained in Section 6 of this Agreement unless the applicable Task Order specifies otherwise. Changes affecting scope, cost and other activities regarding Products or Services under a Task Order shall be implemented in accordance with the Project Change Request (as hereinafter defined) procedures attached hereto as Exhibit A pursuant to a project change request (“Project Change Request” or “PCR”) the form of which is attached hereto as Exhibit B.

4 **MAINTENANCE SERVICES:**

4.1 UrbanSDK shall provide to Client, Maintenance Services as specified in the applicable Task Order for Maintenance Services.

5 **EFFECTIVE DATE, TERM:**

5.1 This Agreement shall be effective as of the Effective Date and, unless otherwise terminated, shall continue in full force and effect for so long as at least one (1) software license Task Order issued hereunder is active and in effect.

6 **PAYMENT TERMS:**

6.1 Unless otherwise specified in the applicable Task Order, Client shall pay UrbanSDK for all Products upon being invoiced therefor. Client shall be responsible for all Product related shipping costs and all applicable taxes.

6.2 The amount to be paid to UrbanSDK for Services performed on a T&M basis shall be computed by multiplying the applicable hourly billing rate contained in the applicable Task Order by the number of direct hours performed. Fractional parts of an hour shall be payable on a prorated basis. Unless otherwise stated in a specific Task Order, the labor hour billing rates contained in a Task Order shall be effective through the term of such Task Order.

6.3 UrbanSDK will use commercially reasonable efforts to accomplish the results desired by Client within any total estimated price contained in a Task Order. Client understands, acknowledges, and agrees, that any such stated amount is an estimate only, and that UrbanSDK does not guarantee that the results desired by Client can be accomplished for any such estimated amount.

6.4 If a total estimated price is stated, Client shall have no obligation to make any payment to UrbanSDK in excess of the total estimated price, and UrbanSDK shall have no obligation to continue to perform work beyond the total estimated price, even if the Services have not been completed or the results desired by Client have not been achieved. The parties may, by mutual written agreement, increase the total estimated price.
6.5 Client shall reimburse UrbanSDK for all reasonable other direct costs (“ODCs”) which shall include but are not limited to travel and associated living expenses, copying, overnight deliveries, shipping, telephone expense, communications hardware/software usage, leased hardware for Client’s specific environments and set up charges for leased hardware expenses incurred in connection with providing Products and performing Services.

6.6 UrbanSDK shall provide an invoice to Client monthly for Services performed on a T&M basis or as contained in the applicable Task Order for Services performed and expenses incurred by UrbanSDK pursuant to this Agreement.

6.7 Amounts invoiced to Client are immediately due and payable by Client. Client may, in good faith, dispute, in whole or in part, any invoice submitted hereunder and withhold payment of any disputed portion so long as it shall give written notice to UrbanSDK of such dispute, stating the amount in dispute, the basis of the dispute, and pay the undisputed amount pursuant to the terms hereof. In such circumstances, Client’s failure to pay a disputed amount shall not constitute a breach or default hereunder and will not result in the discontinuance of Services or application or accrual of late charges or penalties for the disputed amount.

6.8 If Client fails to pay the total of any invoiced amount within thirty (30) days of such invoice, interest compounded at the rate of one and a half percent (1.5%) per month shall be charged on all amounts unpaid and outstanding. If Client fails to make any payment to UrbanSDK as and when required hereunder, UrbanSDK shall have the right, in addition to its other rights and remedies, to cease further performance of the Services, Maintenance Services, and delivery of further Products hereunder.

7 RESOURCES TO BE PROVIDED BY CLIENT:

7.1 Client shall provide, maintain and make available to UrbanSDK, at Client’s expense and in a timely manner, the following resources, and such other additional resources, as UrbanSDK may from time to time reasonably request in connection with UrbanSDK’s performance of Services:

7.1.1 Qualified Client personnel or representatives who will be designated by Client to consult with UrbanSDK on a regular basis in connection with the Services or other information necessary to perform the Services; and

7.1.2 Access to Client’s premises and appropriate workspace for UrbanSDK personnel at Client’s premises as necessary for performance of those portions of the Services to be performed at Client’s premises.

8 CONFIDENTIALITY:

8.773635176 Confidential Information. Except as expressly provided otherwise herein, the parties agree that the receiving party shall keep completely confidential and shall not publish or otherwise disclose and shall not use for any purpose, except as expressly authorized by this Agreement, any Confidential Information furnished to it by the disclosing party, except to the extent that the receiving party can establish by competent proof that such Confidential Information:

(i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure;
(ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party;
(iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement;
(iv) was subsequently lawfully disclosed to the receiving party by a person other than a party hereto; or
(v) was independently developed by the receiving party without reference to any information communicated to the receiving party by the disclosing party.

8.773636800 Permitted Use and Disclosure. Each party may use the other party’s Confidential Information only to the extent required to accomplish the purposes of this Agreement. Each party may disclose the other party’s Confidential Information (i) to the extent such disclosure is required by law, rule, regulation or court order; provided, however, that if either party is required to make any such disclosure of the other party’s Confidential Information and it is legally permissible to do so, such party will give reasonable advance notice to the other party of such disclosure and will use commercially reasonable efforts to secure confidential treatment of such information prior to its disclosure (whether through a protective order or otherwise), or (ii) to its employees, agents, consultants and other representatives to accomplish the purposes of this Agreement, so long as such persons are under an obligation of confidentiality no less stringent than as contained herein. Each party shall use at least the same standard of care as it uses
to protect its own Confidential Information to ensure that its employees, agents, consultants and other representatives do not disclose or make any unauthorized use of the other party’s Confidential Information. Each party shall promptly notify the other party upon discovery of any unauthorized use or disclosure of the other party’s Confidential Information. Each party agrees, upon termination of this Agreement, to promptly return the other party’s Confidential Information within such party’s control or under its direction, and to destroy any and all copies, and to certify to the other party in writing that it has returned and destroyed the Confidential Information.

8.773636801 **Public Disclosure.** In the event that either party desires to release a press release containing the other party’s name, logo or trademark (collectively hereinafter “Mark”), or use the other party’s Mark in any publicity materials, the party desiring to make the release or use the other party’s name (“Requesting Party”) shall provide the proposed press release or other materials to the other party (“Permitting Party”) in advance for the Permitted Party’s review and approval. The Permitting Party shall have sole and exclusive discretion as to whether or not to allow such usage of its name, logo, or trademark. Notwithstanding the foregoing, either party may disclose, without the consent of the other party, the existence of the other party as a client or technology service provider as applicable. Notwithstanding anything contained in this Agreement to the contrary, UrbanSDK shall have the right to use the results of any Deliverable for UrbanSDK marketing purposes and Client agrees to give a written testimonial relating to savings achieved by Client as a result of any Deliverable, Product, and/or Service provided by UrbanSDK to Client pursuant to this Agreement, and UrbanSDK shall have the right and license to publish same for UrbanSDK’s marketing purposes.

8.773636802 **Confidential Terms.** Except as expressly provided herein, each party agrees not to disclose any of the terms of this Agreement to any third party without the prior written consent of the other party; provided, however, that either party may disclose the terms of this Agreement without such consent to actual or prospective investors or corporate partners or to its accountants, attorneys and other professional advisors.

9 **INTELLECTUAL PROPERTY:**

9.1 Client and UrbanSDK shall each retain ownership of, and all right, title and interest in and to, their respective, pre-existing intellectual property and any Derivative Works created from such intellectual property (“IP”), and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder, except as set forth in Paragraph 9.2 of this Agreement.

9.2 Except as otherwise provided otherwise in any Task Order governing any Deliverable, UrbanSDK shall take title to and ownership of all copyrights and patent rights in any Deliverable developed by UrbanSDK. Except as otherwise provided in any Task Order governing any Deliverable, after the completion of the development by UrbanSDK and upon payment in full by Client of the agreed upon price as provided for in the applicable Task Order, to the extent such Deliverable is a Product or Documentation, then, Client shall, subject to the terms contained in this Agreement, retain in such Deliverable a non-exclusive, royalty-free, paid up, perpetual license; provided that, to the extent such Deliverable incorporates the Confidential Information or proprietary information of UrbanSDK, Client shall be bound by the confidentiality obligations and use restrictions contained in this Agreement and the applicable Task Order.

9.3 Except as contained in Paragraph 9.1 of this Agreement, any invention (whether patentable or not), work of authorship, or other IP created by either party in connection with this Agreement shall be owned by such party, and all right, title and interest therein shall be retained by such party.

9.4 Notwithstanding any other term hereof, in the event that (i) any Deliverable as provided for in a Task Order is developed jointly by Client and UrbanSDK, and (ii) such Deliverable is identified on the applicable Task Order as a “Client Owned Deliverable” prior to the development of such Deliverable, then the Client Owned Deliverable shall be deemed to be owned by Client, and any copyright and patent rights relating to the same shall be held in the name of Client. At its option, however, Client may elect, in writing, to relinquish to UrbanSDK all of Client’s ownership rights in any such Client Owned Deliverable (but retain the license specified in Paragraph 9.2 of this Agreement), and in the event UrbanSDK markets said Deliverable, UrbanSDK shall provide Client any Updates relating to such Client Owned Deliverable, if, at UrbanSDK’s sole discretion such Client Owned Deliverable becomes incorporated as a baseline of the Software.

9.5 Nothing in this Agreement shall prevent UrbanSDK from utilizing any general know-how, techniques, ideas, concepts, algorithms, or other knowledge acquired or developed during the performance of this Agreement, on behalf of itself and its future clients. UrbanSDK may perform the same or similar services for others, provided that any Client confidential, proprietary or trade secret information is treated in accordance with the confidentiality obligations contained in Section 9 of this Agreement.

Master Agreement (V1)

Insert Master Agreement Number Here
9.6 Except as specifically contained in Section 9 of this Agreement, Client shall have no rights to any UrbanSDK IP (whether pre-existing or hereafter developed), unless such rights are granted to Client pursuant to a separate Task Order executed by Client and UrbanSDK.

10 USER ACCEPTANCE TESTING:

10.773651024 Upon completion of the delivery and the installation of the Software, UrbanSDK shall give Client notice that the Software materially conforms to the Documentation. Unless otherwise expressly contained in an applicable Task Order, within thirty (30) business days of receipt of such notice, Client must either accept the Software, or provide UrbanSDK with a written response detailing the areas in which the Software has failed to perform materially in accordance with the Software Documentation. Client’s failure to timely respond will be deemed to be Client’s acceptance. Client will not unreasonably withhold, delay or condition its completion of UAT. If Client provides a written response detailing areas in which the Software has failed to perform materially in accordance with the Software Documentation, UrbanSDK shall, within thirty (30) business days of receipt of such response, perform any necessary corrections and recertify in writing to the Client that the Software materially conforms to the Software Documentation. Client shall then retest only those areas identified and detailed in writing by Client where the Software failed to perform materially in accordance with the Software Documentation. If, after a reasonable number of repeated efforts, UrbanSDK is unable to correct any nonconformities preventing acceptance of the Software, Client’s sole remedy will be either (i) to accept the Software and reach agreement with UrbanSDK on an equitable adjustment to the amounts payable to UrbanSDK under the applicable Task Order to reflect the reduced value, of the Software resulting from the uncorrected nonconformities, or (ii) if the failure to correct the nonconformities defeats the essential purpose of the Task Order, to terminate the applicable Task Order, return to UrbanSDK the Software, Documentation, and all related materials, and recover Client’s direct damages subject to the limitations contained in Sections 17 and 18 of this Agreement and the specific remedies as stated in the applicable Task Order.

773650017 THIRD PARTY HARDWARE/SOFTWARE:

10.773651024 Client, at its sole cost and expense, shall obtain any third-party licenses that Client deems necessary and/or useful to operate the Software or utilize any Deliverable.

773637024 SOFTWARE MAINTENANCE:

12.773635792 To the extent Client wishes to obtain Software Maintenance Services, Client shall execute a separate software maintenance Task Order.

773635513 TAXES:

13.773638312 Client shall be solely responsible for the collection and payment of any and all sales, use, value added, excise, import, privilege or other similar taxes or payments in lieu thereof, including interest and penalties thereon, imposed by any authority, government or governmental agency arising out of or in connection with the performance of the Services by UrbanSDK (other than those levied on UrbanSDK’s income), and Client shall make such withholdings and payments, and timely file any return or information required by treaty, law, rule or regulation.

773638593 PERSONNEL:

14.773637640 Personnel will at all times be considered employees or agents of the party providing such personnel and will not for any purpose be considered employees or agents of the other party. Each party shall assume full responsibility for the actions or inactions of the personnel it provides, and shall be solely responsible for the supervision, direction, control, salaries, workers’ compensation coverage, disability and other insurance, benefits, and all other obligations required by law relating to its personnel. During the term of this Agreement and for a period of two (2) years thereafter, Client shall neither solicit for employment nor employ any employee or independent contractor of UrbanSDK.

773637248 EXPORT ADMINISTRATION:

15.773637976 Unless otherwise specifically provided in the applicable Task Order, Client may use the Software only in the United States. In no event may Client export any Software or use any Software outside the United States
unless it has complied fully with all relevant regulations of the U.S. Department of Commerce and with the U.S. Export Administration Act. Client will deliver to UrbanSDK any requested certifications of compliance within a reasonable amount of time following UrbanSDK’s request.

773637249 TERMINATION:

16.773638816 Client may terminate this Agreement and all licenses granted under all Task Orders issued hereunder for any reason upon ninety (90) days prior written notice to UrbanSDK, provided, however, termination under this paragraph will not affect payment obligations incurred (i) pursuant to the terms contained in this Agreement or any Task Order prior to the effective date of termination, and (ii) for any costs incurred, including without limitation commitments to purchase products or services from third parties which were entered into by UrbanSDK in the course of performance hereunder. Such costs may include, but shall not be limited to, cancellation fees, minimum consulting fees, and non-refundable charges or fees for third party products or services. Should Client terminate this Agreement, pursuant to the provisions of this Paragraph 16.1, then upon the effective date of such termination and as a condition precedent to the effectiveness of such termination, Client shall pay to UrbanSDK a termination fee (the “Termination Fee”) in an amount equal to twenty percent (20%) of the remaining payments to be made by UrbanSDK between the effective date of termination and the date that the Agreement would have naturally expired had the Agreement been neither renewed beyond its then current Term nor terminated pursuant to the provisions of this Section. Client agrees that in the event that it terminates this Agreement pursuant to the provisions of this Paragraph 16.1, UrbanSDK will suffer damages in an amount that is unknown and not capable of being determined with any degree of certainty and that the Termination Fee is reasonable and shall be designated by the parties and considered for all purposes as liquidated damages for the early termination of this Agreement. During the period between Client’s delivery of the Termination Notice and the effective date of termination, Client shall continue to make all payments to UrbanSDK in accordance with this Agreement for all Deliverables delivered by UrbanSDK during such time.

16.773638817 Upon termination of this Agreement, each party shall promptly return to the other any and all personal property of the other held by such party; provided, that if, and so long as, any fees required to be paid by Client to UrbanSDK have not been paid, then UrbanSDK shall not be required to return to Client any personal property of Client held by UrbanSDK, and UrbanSDK shall have a lien on such property, to the extent of the amounts unpaid by Client.

773637250 WARRANTIES:

17.773640160 UrbanSDK warrants that the Services provided pursuant to the terms contained in this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. The exclusive remedy for any breach of the foregoing warranty shall be that UrbanSDK, at its own expense, and in response to written notice of a warranty claim by Client within ninety (90) days after performance of the Services at issue, shall, at its own option, either (i) re-perform the Services to conform to this standard; or (ii) refund to Client amounts paid for non-conforming Services.

17.773640161 UrbanSDK SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE.

17.773640162 Client represents and warrants to UrbanSDK that it has the right to use, disclose and disseminate the information, specifications and data that it has provided or will provide to UrbanSDK in order for UrbanSDK to perform the Services and to create the Deliverables, if any, identified in Task Orders. Client further represents and warrants that possession and use of the information, specifications and data by UrbanSDK under the terms of this Agreement will not constitute an infringement upon any copyright, trade secret, or other intellectual property right of any third party.

773639545 LIMITATION OF LIABILITY:

18.773640440 UrbanSDK’s total liability to Client for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid to UrbanSDK under the subject Task Order for the six (6) month period immediately preceding such liability, claim, or damage.

18.773640441 IN NO EVENT SHALL URBANSDK BE LIABLE TO CLIENT FOR ANY SPECIAL,
INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF URBANSDK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

18.773640442 Any claim by Client against UrbanSDK relating to this Agreement, other than in warranty, must be made in writing and presented to UrbanSDK within one year after the earlier of: (i) the date on which Client accepts the Deliverable(s) at issue; or (ii) the date on which UrbanSDK completes performance of the Services at issue.

773639433 INDEMNITY:

19.773641840 UrbanSDK shall indemnify, defend, and hold Client harmless from and against any liability and costs incurred by Client to the extent that such liability and/or costs are the result of any claim or suit brought against Client by a third party alleging that Software provided to Client pursuant to a Task Order hereunder infringes a United States patent or infringes a United States copyright provided that Client; (i) notifies UrbanSDK in writing of such action within fifteen (15) days after the receipt by Client of notice of such action and thereafter permits Landlord to control the defense of such action, including the settlement of same (ii) gives UrbanSDK full information, and assistance in settling and/or defending the claim or suit, and; (iii) gives UrbanSDK full authority and control of the defense and/or settlement of any such claim or suit. Client shall not settle or compromise any such claim, action or allegation, except with prior written consent of UrbanSDK. UrbanSDK shall not be liable for any costs or expenses incurred by Client without UrbanSDK’s prior written authorization or for any claim based on the use or combination of the Software with any other software not provided by or through UrbanSDK.

19.773641841 In the event any such infringement claim, action or allegation is brought or threatened, without limiting the foregoing, UrbanSDK may, at its sole option and expense: (i) procure for Client the right to continue use of the UrbanSDK Software or infringing part thereof and on commercially reasonable terms, (ii) modify or amend the Software or infringing part thereof or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practicable, or (iii) terminate this Agreement and/or the License and Task Order at issue and repay to Client the license fee paid by the Client to UrbanSDK for the Software, less depreciation based on a five year straight-line depreciation schedule. UrbanSDK and Client will then be released from any further obligation to the other pursuant to the terms contained in this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

19.773641842 The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than UrbanSDK or UrbanSDK’s authorized representative.

19.773641843 THE FOREGOING STATES THE ENTIRE LIABILITY OF URBANSDK WITH RESPECT TO INFRINGEMENT OF ANY U.S. COPYRIGHT OR PATENT.

773642121 NON-WAIVER OF RIGHTS:

20.773641784 The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this Agreement.

773641281 SEVERABILITY:

21.773643968 If any covenant, condition, term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

773641561 CONFLICTING PROVISIONS:

22.773642624 This Agreement and all of the Task Orders are intended to be read and construed in harmony with each other, but in the event any provision in any Task Order conflicts with any provision of this Agreement, the provisions in the Task Order shall
FORCE MAJEURE:

27.773644584 Excluding Client’s payment obligations hereunder, neither party shall be liable for any failure of or delay in performance of its obligations pursuant to the terms contained in this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, terrorism, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties' performance of their obligations to the party, acts of any governmental body, or any third party that is outside of the party's control, including, without limitation, acts of God, acts of a public enemy, fires, floods, terrorism, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties' performance of their obligations to the party, acts of any governmental body, or any third party that is outside of the party's control, including, without limitation, acts of God, acts of a public enemy, fires, floods, terrorism, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties' performance of their obligations to the party, acts of any governmental body, or any third party that is outside of the party's control.

INTERPRETATION:

25.773645312 The captions and headings used in this Agreement are solely for the convenience of the parties, and the text of the Agreement shall govern in the event of any conflict or ambiguity. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter. The use in this Agreement of the singular form of a term or definition also shall denote the plural forms of such term or definition, and vice-versa, as in each case the context may require.

DISPUTES:

26.773645200 Except for UrbanSDK’s right to bring an action for injunctive relief, specific performance and other equitable relief (including the remedy of rescission) to enforce or prevent a breach of or default under, or threatened breach of or default under, any term or condition contained in this Agreement then in the event of any dispute, controversy or claim of any kind or nature arising under or in connection with this Agreement (a “Dispute”), then upon the written request of either party, each of the parties will appoint a designated senior business executive whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated executives. No formal proceedings for the resolution of the Dispute under this Section may be commenced until the earlier to occur of (i) a good faith mutual conclusion by the designated executives that an amicable resolution through continued negotiation of the matter in issue does not appear likely or (ii) the thirtieth (30th) day after the initial request to negotiate the Dispute. Any Dispute, arising under, out of, in connection with, or in relation to this Agreement or any Task Order, if not resolved informally through negotiation between the parties, will be resolved by final and binding arbitration conducted in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration association (“AAA”) then applicable. Two (2) arbitrators will be selected by the parties’ mutual agreement or, failing that, by the AAA. The arbitrators will each be lawyers with at least ten (10) years of legal experience in the fields of software and information technology. The arbitrators will allow such discovery as is appropriate and consistent with the purposes of arbitration in accomplishing fair, speedy, and cost effective resolution of disputes. The arbitration will be conducted under the Federal Rules of Civil Procedure then in effect. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof. Any negotiation or arbitration conducted pursuant to this Section will take place in Duval County, Florida, and each party will bear its own costs and expenses with respect to any such negotiation or arbitration, including one-half of the fees and expenses of the arbitrators, if applicable. Other than those matters involving injunctive relief or any action necessary to enforce the award of the arbitrator, the parties agree that the provisions of this Section are a complete defense to any suit, action, or other proceeding instituted in any court or before any administrative tribunal with respect to any Dispute. Nothing in this Section prevents the parties from exercising their rights to terminate this Agreement in accordance with the provisions contained herein.

APPLICABLE LAW:

24.773644416 This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to its laws relating to conflict or choice of laws. Any action to enforce or interpret the provisions of this Agreement shall be brought in the applicable state or federal court sitting in Duval County, Florida.

ASSIGNMENT:

23.773643128 Client may not sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties pursuant to the terms contained in this Agreement or any Task Order issued hereunder without the prior written consent of UrbanSDK.
parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, or inability to obtain labor, materials, equipment, or transportation (collectively referred to herein as "Force Majeure"). Each party shall use commercially reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

MULTIPLE COPIES OR COUNTERPARTS OF AGREEMENT, FACSIMILE SIGNATURES:

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original signature page to this Agreement. All such counterparts shall be considered one and the same contract and shall become effective when two (2) or more counterparts have been executed by each party hereto and delivered (including by facsimile, telecopy or other electronic device) to the other party hereto, it being understood that all parties hereto need not execute the same counterpart. Any counterpart or other signature hereupon delivered by facsimile, telecopy or other electronic device shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

NOTICES:

All notices required or permitted hereunder shall be in writing and shall be given by personal service, registered mail or U.S. Certified Mail return receipt requested, or by nationally recognized overnight mail service/courier with delivery confirmation, to the other party at its respective address contained below. Mailed notices and notices by overnight courier shall be deemed to be given upon actual receipt by the party to be notified.

If to Urban SDK:

Urban SDK, Inc.
Attn.: Mr. Justin Dennis
112 West Adams Street, 4th floor
Jacksonville, Florida 32202

If to Client:

xxxxx
Attn.: Contracts Department
xxxxx
xxxxx
xxxxx

A party may change its address or addresses contained above by giving the other party notice of the change in accordance with the provisions of this Section.

RELATIONSHIP OF PARTIES:

UrbanSDK is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall: (i) authorize or empower either party to act as partner or agent of the other party in any manner; (ii) authorize, empower or deem one party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other party; or (iii) authorize, empower or deem a party to bind any other party in any manner or make any representation, warranty, covenant, agreement, or commitment on behalf of any other party.

THIRD PARTY BENEFICIARIES:

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

WAIVER OR MODIFICATION:

This Agreement may be modified, or part or parts hereof waived, only by an instrument in writing specifically referencing this Agreement and signed by an authorized representative of the party against whom enforcement of the purported
modification or waiver is sought.

**773648448 ENTIRE AGREEMENT:**

**33.773648784** This Agreement, including any Task Orders and other ancillary documents issued hereunder and incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or the Services to be performed hereunder.

**773645486 SURVIVAL:**

**34.773651080** In the event of any termination of this Agreement, Sections 6.1, 6.2, 6.4, 6.5, 6.7, 6.8, 8, 9, 14.1, 16, 17, 18, 19, 21, 22, 24, 26 and 35 hereof shall survive and continue in effect, unless a specific term of survival is listed in a separate Task Order. The provisions of this Paragraph 34.1 shall inure to the benefit of and be binding upon the parties, their successors, and permitted assigns.

**773645487 JURY TRIAL WAIVER:**

**35.1** UrbanSDK and Client each hereby irrevocably, knowingly and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other or their successors in respect to any matter arising out of or in connection with this Agreement.

**773645488 INTERNET:**

**36.1** The Software may allow transaction processing, accept data transmitted and transmit data via the Internet using UrbanSDK supplied or mutually agreed upon processes, formats, transactions, and/or software products. Related to these Internet offerings, Client is responsible for providing its own Internet service provider and agrees to use the browser software as indicated by UrbanSDK. Client understands, acknowledges, and agrees that UrbanSDK has no responsibility for the customer relationship with, cost of, or performance of Client's Internet service provider (the “ISP”). Similarly, UrbanSDK assumes no risk for the performance of any Client provided or ISP associated software or hardware. Additionally, UrbanSDK assumes no liability for any data once transported onto the Internet.

[The remainder of this page was left blank intentionally.]
IN WITNESS WHEREOF, UrbanSDK and Client have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date contained in the preamble hereof.

[signature]

URBAN SDK, INC.
By: 
Name: 
Title: 

[signature]

By: 
Name: 
Title: 

Master Agreement (V1)
Insert Master Agreement Number Here
Once a Task Order has been executed, a Change Control Board (“CCB”) shall be established consisting of an UrbanSDK executive and his/her Client counterpart. Proposals for material changes to a Task Order that are not otherwise provided for therein must be reviewed and approved by the CCB. The process for the review and final decision of any change is as follows:

Step 1: Create Change Request – The originator will document the request using the PCR template attached to the Agreement as Exhibit B.

Step 2: Perform Change Request Review – The CCB will review the PCR to confirm that the change request is valid (not a result of a misunderstanding, tool error, etc.) The CCB will then mutually agree to reject, defer, or grant approval to proceed with a high-level impact analysis.

Step 3: Complete High-level Impact Analysis – If the high-level impact analysis is approved in Step 2, an appropriate resource is assigned to complete the high-level analysis of the impacts of implementing the request. This analysis identifies optional approaches for satisfying the requested change(s). Time and cost estimates for each optional approach are then forwarded to the CCB for review.

Step 4: CCB Reviews High-level Impact Analysis and PCR and Makes Decision - Based on the high-level analysis provided, the CCB will determine whether the request is:

- Deferred - The CCB may decide to defer the disposition of the change request until a later date or until additional information can be provided to the CCB. The deferred request, with reasons for the deferral, will be returned to the originator and include instructions regarding when to reactivate the change request.
- Rejected - If the CCB rejects the change request, the CCB will communicate this decision and reasons for the rejection to the change request originator.
- Approved or Approved with Modifications - The CCB, at its discretion, may make modifications to the change request prior to approval. The CCB will sign the PCR authorizing the change request.

Step 5: Implement Change Request – The CCB will assign the appropriate resources. The assigned implementation team will complete the request as approved by the CCB.

Step 6: Update Change Request Status - Once the change has been completed, the assigned implementation team will notify the CCB.

The evaluation and estimation of PCRs requires resources familiar with the Products and/or Services. These resources and the time required for this evaluation and estimation are not included as part of a Task Order. Client will be responsible for reimbursing UrbanSDK for all costs expended by UrbanSDK in the course of evaluating a PCR.
EXHIBIT B
TO MASTER AGREEMENT NO. ________________

Project Change Request Template

Task Order No. ________________

Master Agreement No. ________________

<table>
<thead>
<tr>
<th>Project Change Request (PCR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCR No.</td>
</tr>
<tr>
<td>Requested By</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

**Description of Change**
This section should contain a narrative description of the change that is requested. Ideally, this will be the exact text in which the request was made by the Client.

This section should clearly note any and all sections from the original Task Order that are affected by this PCR.

**Goals and Deliverables**
This section should contain the specific Deliverables for which this PCR is being created.

**Impact**
This section should clearly document the impact of the PCR to the cost, schedule, Deliverables, or any other aspect of the Products and/or Services.

The parties have agreed to this change, and by the execution of this PCR, the Task Order referenced above shall be considered by both parties to be amended to reflect the changes described herein.

**Authorization**

Agreed and Accepted by:

<table>
<thead>
<tr>
<th>XXXXXXXXXXXXX</th>
<th>URBAN SDK, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: FOR ILLUSTRATION ONLY</td>
<td>Name: DO NOT SIGN</td>
</tr>
</tbody>
</table>