



# LAREDO TX

## INTEGRITY SOFTWARE SUBSCRIPTION PROPOSAL WASTEWATER COLLECTIONS SYSTEM MANAGEMENT **TIPS CONTRACT: #250106**

### **SUBMITTED**

March 25, 2025

### **PREPARED BY**

Chris White  
VP of Data Services  
RedZone Robotics, Inc.  
195 Thorn Hill Road, Suite 110  
Warrendale, PA 15086  
412-927-3456 (O)  
845-554-4019 (C)  
[cwhite@redzone.com](mailto:cwhite@redzone.com)

### **PREPARED FOR**

City of Laredo  
Utilities Department  
Angel Leon  
[aleon@ci.laredo.tx.us](mailto:aleon@ci.laredo.tx.us)



March 25, 2025  
City of Laredo  
Utilities Department  
Angel Leon  
aleon@ci.laredo.tx.us

## RE: Integrity Software License

Dear Mr. Leon,

On behalf of RedZone Robotics, I am please to submit the enclosed information to the City of Laredo for Integrity - the web-based software program for wastewater collections systems. Given the extensive qualification of our company and personnel, and the history of our success with system-wide condition assessment through its previous platforms, RedZone is uniquely qualified to assist with the successful implementation and migration of your inspection data.

Established in 1987, RedZone Robotics is a pioneer in the wastewater industry, specializing in Advanced Pipeline Assessment using our proprietary, innovative, purpose-built technologies. RedZone developed a comprehensive approach to accelerated, system-wide assessment with our unique ASAP approach. Our vast experience with new technologies and techniques empowers contractors, engineers, and utility owners to make informed decisions regarding their buried infrastructure, and who better to showcases and manage this vast data?

### Why RedZone?

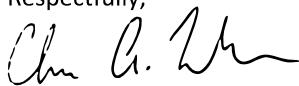
**Experience** - Based on decades of experience, RedZone has had the tools and technologies to complete large diameter and system-wide assessments ahead of schedule and at the best value. We have also managed over 100 million linear feet of inspection data over 15+ years, providing valuable insights and data at your fingertips.

**Technology** - RedZone is uniquely positioned in that we purposefully design and manufacture our robots to overcome and solve specific challenges in wastewater collections systems. We take advantage of best-available tools and methods to streamline the process of inspections in the field to the office.

**Service** - RedZone has been an industry-leading service provider, especially as a data provider, for over 20 years. Our proven processes and best practices in the areas of progress reporting, risk management, and quality assurance help us deliver high quality results on-time and within budget, all while maintaining a focus on safety and leveraging a robust pool of assets. This service goes further with finding new ways to use the data and assessment information you already have to better plan for the future.

Our team is excited about this opportunity and looks forward to working with the City of Laredo team in the weeks and months ahead. Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly.

Respectfully,



Chris White  
VP of Data Services  
cwhite@redzone.com  
845-554-4019

Data with *Integrity*<sup>TM</sup>

Established in 1987, RedZone Robotics, a spinoff from Carnegie Mellon University's Department of Robotics, designs for autonomous technology for customized applications. Uniquely positioned to service the wastewater industry and our nation's failing, aging infrastructure, RedZone developed a wholistic and innovative approach with advanced assessment technologies and service applications. Now, collection system owners, operators, and engineers have access to the technology and services necessary to accurately assess their systems in a cost efficient and effective manner.



Establishing itself as a pioneer, leader, and innovator for collection system assessment, our engineering teams first designed specialized equipment to meet the challenges of high flow and difficult-to-reach segments. The goal was to obtain and produce a report with critical, accurate details. **Multi-sensor inspection (MSI)** gathers the quantifiable data for vital mid- and large-diameter segments. MSI provides advanced assessment with synchronized, digital CCTV for clearer images, sonar to calculate sediment levels, laser profiling to detect size, alignment, ovality/corrosion defects, H2S gas detection, and air temperature measurement for the prevention of asset deterioration.



As a response to the industry's need to assess all pipes, our team has developed a solution for 8" to 12" pipes, the vast majority of pipe sizes in a collection system. **SOLO®**, a **fully Autonomous inspection robot**, provides a fast, efficient means of CCTV inspection. Unique to this asset is the ability to post-process NASSCO defect codes, offsite. SOLO is compact, lightweight, and easily deployed in any location accessible by a technician, allowing access to manholes that a truck-based CCTV platform cannot reach. Teams of SOLO robots, or squads, can be deployed for a rapid, system-wide assessment.

In addition to our robotic platforms, we recognize the need for our clients to view assessment data and interact with a decision support system for reporting, budgeting, planning, and providing work order management. By design, the software delivers a GIS-centric, interactive, sewer asset management program to achieve a more efficient solution for collection system management.

**OUR ROBOTS.  
OUR CREWS.  
OUR REPORTING.  
OUR SOFTWARE.  
YOUR DATA.**



Using this method, our team has provided advanced pipeline assessment services to municipalities, contractors, and engineering firms, assessing **over 100 million feet** of sewer line across North America in **over 500 cities** including:

Akron  
Cincinnati  
Houston  
Richmond  
Arlington  
Cleveland

Las Vegas  
Salt Lake City  
Atlanta  
Columbus  
Los Angeles  
San Francisco

Austin  
Washington D.C  
Mexico City  
Seattle  
Baltimore  
Dallas

Montreal  
Spokane  
Calgary  
Detroit  
New York  
Minneapolis

Cedar Rapids  
Fort Worth  
Pittsburgh  
Toronto  
Charlotte  
Honolulu

	FEATURES	ICOM®	INTEGRITY®
HOSTING	Database	Cloud hosted	Cloud hosted
	Media	Local server	Cloud hosted
USER MANAGEMENT	Number of users	Unlimited	Tiered
	Adding/removing users	RZ support	Self-managed
	Assigning user permissions	RZ support	Self-managed
SYSTEM MANAGEMENT	Number of systems per instance	One system	Unlimited
	GIS compatibility	ARCMAP	ARCGIS Online
	NASSCO certified	PACP/MACP (6.0, 7.0)	PACP/MACP (6.0, 7.0, 8.0 <i>pending</i> )
VIDEO	SOLO 360-degree with pan, tilt, zoom	✓	✓
	Conventional CCTV	✓	✓
MULTI-SENSOR	Heat mapping	✗	✓
	Sonar debris graph	Limited	✓
	Cross sections	✗	✓
	MSI PDF reports	✗	✓
3D MODEL DATA	360-degree views	✗	✓
	Point cloud models	✗	✓



PROJECT SUMMARY

For the City of Laredo, RedZone Robotics will evaluate and migrate the NASSCO-certified inspection data currently within the City’s data management program to the new Integrity web-based software platform. This migration will include all videos, images, and metadata, including header and defect attributes. This implementation also includes setup of the collection systems’ GIS layers from Esri’s ArcGIS.

The proposal herein outlines the necessary steps for implementation, as based on the previous discussions and data specifications

Wastewater System

- ~943 miles of Gravity Main Pipe
- ~14,500 Maintenance Holes

Phase 1 - Initial Project Planning and Information Gathering Details

RedZone Robotics regularly meets and sets up progress meetings with the owner’s team to review the scope of work, coordinate information gathering, and any action items. RedZone will work with the City’s project team to gather existing construction drawings, GIS data, and attribute data for the wastewater assets.

Phase 2 - GIS Setup

One of the more overhauled functions within Integrity is the upgrade for the GIS. With Integrity, ArcGIS Online (AGO) becomes a more prominent component, enabling the layers and information to be updated easily using read-only permissions. The initial setup will involve understanding the data schema, mapping the available fields, and ensuring the appropriate sync with Esri. This process also involves a review of the current GIS to ensure proper identification for all assets within the asset inventory.

Phase 3 - Media Conversion

RedZone will organize any additional records, including the NASSCO PACP-coded inspections, for import. Our team will conduct a data review and start the conversion, which allows for the reformatting of the inspection media and import to the cloud architecture. This also ensures all data is mapped appropriately to the GIS. In some cases, this can include a back and forth response with the City as errata is identified and/or resolved.

Phase 4 - QA/QC

Once inspection media and attribute information has been migrated to the cloud, a thorough review of the dataset and instance is performed by Integrity Support staff. This ensures that all media is present and accounted for, and that dashboards, reports, and overlays work as intended on the newly available inspection media.

SCHEDULE

While much of the heavy lifting is handled by automated algorithms and computers, this process and subsequent QA can take time depending on the amount of footage to be converted. Once the migration is complete, typically 90-105 days, a thorough review of the instance is performed to ensure successful migration and resolve any potential issues. A training can then be scheduled with the staff to set up necessary logins, understand permission settings, and showcase the features and functionality for use of the platform.

Schedule	Month 1	Month 2	Month 3	Month 4
Task 1 - Project Planning and Management				
Task 2 - GIS Setup				
Task 3 - Media Conversion and Import				
Task 4 - QA/QC				
Task 5 - Training and Data Review Workshops				

### Scope of Work & Basis of Understanding

RedZone will provide a subscription to the City of Laredo's wastewater collections system within Integrity. This includes access for up to 15 users, including one administrator, with managed permissions settings. This also includes access to the cloud-hosted data through a web browser for all NASSCO PACP inspections, accessible anywhere where this an internet connection.

\$ DESCRIPTION	EST. QTY	UNIT	UNIT COST	SUBTOTAL
<b>SUBSCRIPTION AND ACCESS</b>				
1.System Instance Access	1	EA	\$ Included	\$ Included
2. GIS Integration	1	EA	\$ Included	\$ Included
3. User Roles and Permissions	15	EA	\$ Included	\$ Included
				<b>\$ 20,000.00</b>
<b>DATA HOSTING</b>				
1.Data Hosting through Tier 1 Cloud Service Provider (Annual)	3	TB	\$ 7,500.00	\$ 7,500.00
				<b>\$ 7,500.00</b>
<b>CONFIGURATION AND IMPLEMENTATION</b>				
1. Conversion of Inspection Media	1	EA	\$ 5,000	\$ 5,000
2. Import and Migration of Media and Attribute Data	1	EA	\$ 2,500	\$ 2,500
3. Quality Control/Quality Assurance Review	1	EA	\$ Included	\$ Included
<b>*Year 1 Total</b>				<b>\$ 35,000.00</b>
Year 2 Renewal				\$ 27,500.00

### Pricing Notes / Exclusions and Terms

- \*Year 1 pricing includes Configuration and Implementation. Subsequent annual renewals exclude these line items.
- Annual subscriptions are automatically renewed, unless written authorization is obtained 60 days prior.
- Any additional customizations, data imports, data reviews, or implementations will be subject to a Professional Services hourly rate. No additional work will be performed without prior authorizations.





## SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

<b>Customer Name:</b>	City of Laredo, TX
<b>Address Line 1:</b>	5816 Daugherty Avenue
<b>Address Line 2:</b>	
<b>City, State, Zip:</b>	Laredo, TX 78041
<b>Email Address:</b>	aleon@ci.laredo.tx.us

**Last Updated: March 25, 2025**

This Master Software as a Service Subscription Agreement ("Agreement") is made and entered into as of the date last executed (the "Effective Date") by and between RedZone Robotics ("**Company**"), and the entity identified above ("**Customer**"). Company and Customer may each be referred to herein individually as a "**Party**" and together, as the "**Parties**". This Master Software Subscription and Services Agreement describes the terms and conditions pursuant to which Company will provide Customer access to the Platform (as defined below).

BY EITHER (1) SIGNING THIS AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (2) CLICKING A BOX INDICATING ACCEPTANCE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THEN SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEN SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PLATFORM.

### 1. Certain Definitions.

- 1.1 "**Authorized Purpose**" means to view and analyze infrastructure inspection information across multiple data sources for the benefit of Customer's operations.
- 1.2 "**Authorized User**" means Customer personnel who need to access the Platform for the Authorized Purpose and who are provided with Platform account logins by Company or Customer's internal account administrator as applicable.
- 1.3 "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, data, reports, derivative analysis, event reports), which is designated as "Confidential," "Proprietary" or some similar designation at the time of disclosure. Information communicated orally will be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time (no more than 10 days) after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. In addition, Company Confidential Information includes, but is not limited to, this Agreement, any addenda hereto signed by both parties, and any technical data relating to the Platform. Confidential Information will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the

time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

- 1.4 **"Customer Data"** means data submitted to the Platform by the Parties specifically associated to the Customer through the Platform's application programming and user interfaces.
- 1.5 **"Documentation"** means any manuals, instructions or other documents or materials that Company provides or makes available to Customer that describe the functionality, features or requirements of the Platform.
- 1.6 **"Effective Date"** means the date on which Customer accepted this Agreement.
- 1.7 **"Order Form"** means a mutually agreed and executed order form in the form of Schedule A and related Exhibits, referencing and incorporating the terms of this Agreement.
- 1.8 **"Partner Solutions"** means Company's online access to Third Party Content through which Customer may purchase data and other online content that interoperate with the Platform.
- 1.9 **"Personal Data"** or **"Personal Information"** have the meaning given to them by the Privacy Laws.
- 1.10 **"Platform"** means Company's proprietary Integrity cloud-based software platform. "Platform" excludes Third Party Content.
- 1.11 **"Privacy Laws"** means statutes, regulations or other laws related to the collection, storage, processing, use or disclosure of Personal Data or Personal Information as may be amended or replaced from time to time, including, but not limited to: (1) the General Data Protection Regulation (EU) 2016/679 ("GDPR") and e-Privacy Directive 2002/58/EC (as amended), and all other data protection laws of the European Union, the European Economic Area ("EEA"), and their respective member states, Switzerland and the United Kingdom ("UK"); (2) the California Consumer Privacy Act ("CCPA"), as amended including by the California Privacy Rights Act ("CPRA"); (3) the Virginia Consumer Data Protection Act ("VCDPA"); (4) the Colorado Privacy Act ("ColoPA"); (5) the Fair Credit Reporting Act ("FCRA"); (6) the Gramm-Leach-Bliley Act ("GLBA"); and (7) the Health Insurance Portability and Accountability Act ("HIPAA").
- 1.12 **"Professional Services"** means the implementation, configuration, data and media conversion, training, or other professional services, if any, identified in an Order Form.
- 1.13 **"Term"** means the agreement time period as set forth in Section 9.1.
- 1.13 **"Third Party Content"** means any information that Customer obtains through Partner Solutions and any public domain content that Company otherwise makes available to Customer through the Platform.
- 1.14 **"Usage Cap"** means the limitations on Customer's use of the Platform set forth on the Order Form or otherwise selected by Customer when signing up for a subscription to the Platform.

## 2. Platform Services

- 2.1 **Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a nonexclusive and nontransferable right during the Term to allow the Authorized Users to access and use the Platform for the Authorized Purpose and in accordance with the Usage Cap. Customer shall not allow access to the Platform by any person other than an Authorized User or for use other than as reasonably necessary for the Authorized Purpose. Customer acknowledges that excess usage beyond the Usage Cap will result in additional fees.

- 2.2 Reservation of Rights.** Customer acknowledges that it is only granted access to the Platform for the Authorized Purpose during the Term in accordance with Section 2.1 and agrees that it shall not use the Platform except as permitted under Section 2.1. Customer acknowledges that Company retains title to the Platform. Company hereby reserves all rights to the Platform or any copyrights, patents, trademarks or other intellectual property rights embodied or used in connection therewith, except for the rights expressly granted herein.
- 2.3 Additional Restrictions.** Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) transfer, distribute, sell, lease, license or sublicense access to the Platform or any content accessible through the Platform; (b) attempt to decompile, disassemble, or reverse engineer the Platform, in whole or in part; (c) allow access to the Platform by any person other than an Authorized User; (d) write or develop any derivative software or any other software program based upon the Platform or any Confidential Information; (e) use the Platform to provide processing services to third parties, or otherwise use the Platform on a 'service bureau' basis; or (f) provide, disclose, divulge or make available to, or permit use of the Platform by any third party without Company's prior written consent.
- 2.4 Authorized Users.** Customer acknowledges and agrees that it is responsible for all use or misuse of the Platform by its Authorized Users, and a breach by any such Authorized User of any term of this Agreement shall be deemed a breach under this Agreement. As between the parties, Customer agrees that is responsible for notifying and obtaining the agreement of such Authorized Users to the restrictions with respect to the Platform. Company reserves the right to immediately suspend any or all Authorized Users' access to the Platform if Company believes, in its sole discretion, that an Authorized User has misused the Platform. Each Platform account login provided to an Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.
- 2.5 Feedback.** From time to time, Customer may provide to Company (either on its own accord or at the request of Company) feedback, analysis, event data, suggestions and comments (including, but not limited to, bug reports and test results, and design suggestions or ideas) related to the Platform (collectively, "Feedback"). Customer hereby grants Company a perpetual, irrevocable, worldwide and unlimited right to use, modify, license, sublicense and otherwise exploit all or part of the Feedback or any derivative thereof in any manner or media now known or hereafter devised without any remuneration, compensation or credit to Customer.
- 2.6 Partner Solutions and Third Party Content.** Third parties may make Third Party Content available to Customer through Partner Solutions enabled through the Platform (such third parties, "Partner Providers" and such Third Party Content, "Partner Provider Content"). Company acts as an agent for Partner Providers in providing the Partner Solutions and is not a party to the license agreement between Customer and the Partner Provider. Except where a Partner Provider provides a custom license agreement governing use of its Partner Provider Content, Customer's use of Partner Provider Content is subject to the license agreement set forth on Schedule B. Company and the applicable Partner Provider may, without any liability to Customer, suspend your access to Partner Provider Content if you breach the applicable license agreement or fail to pay any applicable amounts for that Provider Content. Customer's acquisition of Third Party Content, and any exchange of data between Customer and the provider of Third Party Content, is solely between Customer and the applicable third party provider. Company does not warrant or support Third Party Content and is not responsible for any use or disclosure of Customer Data provided by or on behalf of Customer to a Third Party provider. Further, Company does not guarantee the continued availability of any Third Party Content, or the interoperability of any Third Party Content with the Platform.

### 3. Professional Services

- 3.1 Performance.** Subject to Customer's timely payment of all applicable fees, Company will provide to Customer the Professional Services, if any, set forth in each Order Form. Nothing in this Agreement or any Order Form or attachment to this Agreement may be understood to prevent Company from developing similar work product or deliverables for other customers.

- 3.2 Work Product.** As between the parties, Company will own and retain all right, title and interest, including all intellectual property and proprietary rights, in and to any work product or deliverables created in connection with the Professional Services. Company hereby grants Customer, during the Term and applicable renewal periods, a right and license to use and disclose all functionality, dashboards and reports that Company makes available to Customer through the Platform, subject to the terms applicable to any Third Party Content included in such functionality, dashboards and reports.

#### 4. Platform Fees

- 4.1 Platform Fees.** In consideration of the access granted pursuant to Section 2.1, Customer shall pay Company all fees of the type, amount and payment schedule set forth in the Order Form or otherwise selected by Customer when signing up for a subscription to the Platform.
- 4.2 Partner Solutions.** Certain Third Party Content may require the payment of additional fees. Customer shall pay to Company all applicable fees for Third Party Content as set forth on the Order Form.
- 4.3 Taxes.** All charges and fees provided for in this Agreement are exclusive of any taxes, duties, withholdings or similar charges imposed by any government. Customer shall pay or reimburse Company for all federal, state, dominion, provincial, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement, other than taxes on the net income of Company.

#### 5. Data Protection

- 5.1 Safeguards.** The Documentation specifies the administrative, physical, technical and other safeguards applied to Customer Data on the Platform Services, and describes other aspects of system management applicable to the Platform. Customer acknowledges that the Platform Services are not designed with security and access management for processing Personal Data. Customer will not, and will not permit any Authorized User or other third party to, provide any Personal Data or process any Personal Data through the Platform.
- 5.2 Customer Responsibility.** Customer has and will retain sole responsibility for the accuracy, quality and legality of all Customer Data and all information, instructions and material provided by or on behalf on Customer or any Authorized User in connection with the Platform.
- 5.3 Use of Customer Data.** Customer Data is considered Customer's Confidential Information. Customer grants Company and its contractors a license to host, copy, transmit, display and use any Customer Data and other data made available to Company by or on behalf of Customer to operate the Platform and perform its obligations hereunder and as necessary or useful to monitor and improve the Platform. Customer further grants Company a license to Customer Data, in a fully generic and non-identifiable form, to extend overall Platform machine learning and artificial intelligence analytics capabilities, and for various Platform demonstration purposes both during and after the Term of this agreement. In addition, if Customer chooses to use Third Party Content with the Platform, then Customer grants Company the right to allow the applicable third-party provider to access Customer Data and information about Customer's use of the Third Party Content as appropriate for the interoperation of that Third Party Content with the Platform. Customer Data does not include any data or other routines generated by Company through any automated data analysis, processing or other normal operations of the Platform. Company may remove or restrict access to Customer Data, including if Company believes such data may violate applicable law, if the source of such data becomes unavailable, or if a third party brings or threatens legal action against Company or a third party. Customer represents that is has obtained necessary permissions or approvals as may be necessary for Customer to submit such Customer Data to Company in connection with the delivery of the Platform and to comply with all laws applicable to Customer's performance under this Agreement.



## 6. Services Levels, Limited Warranty, and Limitation of Liability

- 6.1 Platform Performance.** Company will use commercially reasonable efforts to (i) make the Platform available to Customer at least 99% of the time, excluding scheduled maintenance, measured on a rolling 6-month basis; (ii) prepare and implement a disaster recovery plan intended to restore service within 24 hours after any interruption of the Platform; and (iii) implement commercially reasonable measures to secure the Platform against unauthorized access to or alteration of Customer data; provided that Customer is solely responsible for maintaining the security and operability of its systems and ensuring timely transmission of, and the accuracy, quality, integrity, and reliability of, all Customer Data.
- 6.2 Authority.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 6.3 Company Warranties.** Company warrants, that during the Term, the Platform will perform materially in accordance with the applicable documentation. For any breach of this warranty, Customer's exclusive remedy is termination pursuant to Section 9.2 below.
- 6.4 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.3, COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 6.5 Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROPERTY OR REVENUES, LOSS OF USE, CIVIC SERVICES OR BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- 6.6 Allocation of Risk.** The provisions of this Section 6 allocate risks under this Agreement between Customer and Company. Company's pricing of the Platform reflects this allocation of risks and limitation of liability.

## 7. Indemnification for Infringement

- 7.1 Indemnity.** Company shall, at its expense, defend or settle any claim, action or allegation brought against Customer that the Platform infringes any copyright or trade secret of any third party and shall pay any final judgments awarded or settlements entered into; provided that Customer (i) gives prompt written notice to Company of any such claim, action or allegation of infringement, (ii) gives the Company the assistance, authority and information as Company may reasonably require to settle or oppose such claims, and (iii) gives Company the authority to proceed as contemplated herein. Company will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of Company.
- 7.2 Options.** In the event any such infringement, claim, action or allegation is brought or threatened, Company may, at its sole option and expense: (a) procure for Customer the right to continue use of the Platform or infringing part thereof; or (b) modify or amend the Platform or infringing part thereof, or replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (c) if neither of the

foregoing is commercially practicable, terminate this Agreement and repay to Customer a pro rata portion, if any, of any pre-paid subscription fees. Company and Customer will then be released from any further obligation to the other under this Agreement, except for the obligations of indemnification provided for above and such other obligations that survive termination.

- 7.3 Exclusions.** Company shall have no liability hereunder if the actual or alleged infringement results from (a) Third Party Content or Customer's breach of this Agreement, (b) any modification, alteration or addition made to the Platform or any use thereof, including any combination of the Platform with software or other materials not provided by Company, (c) Customer's failure to use any corrections or modifications made available by Company that would not result in any material loss of functionality, (d) use of the Platform in a manner or in connection with a product or data not contemplated by this Agreement, or (e) any settlements entered into by Customer or costs incurred by Customer for such claim that are not pre-approved by Company in writing.
- 7.4 Limitation.** THIS SECTION 7 STATES THE ENTIRE LIABILITY OF COMPANY WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

## **8. Confidential Information**

- 8.1 Non-Use and Non-Disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees who do not have a need to know. Notwithstanding, a receiving party may disclose such Confidential Information that is required by law to be disclosed if the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party shall reverse engineer, disassemble or decompile any software, prototypes or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder.
- 8.2 Maintenance of Confidentiality.** Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
- 8.3 Return of Materials.** Upon the termination or expiration of this Agreement, each party shall deliver to the other party all such other party's Confidential Information that such party may have in its possession or control.

## **9. Term and Termination**

- 9.1 Term.** This Agreement will take effect on the Effective Date and will remain in force for the period set forth on the applicable Order Form or the subscription length selected by Customer when signing up for a subscription to the Platform (the "Initial Term"). After the Initial Term, this Agreement will automatically renew on an annual basis (the "Renewal Term") unless written authorization is received 60 days prior to the agreement end date. Collectively, the Initial Term and Renewal Terms are the "Term."
- 9.2 Termination Events.** Either party may terminate this Agreement or any Order Form by written notice if the other party is in material breach of this Agreement or such Order, where such material breach is not cured within 30 days after written notice of such breach from the non-breaching party. If Customer fails to pay within 15 days

after written notice of nonpayment of any amounts owed to Company, such nonpayment will be deemed a material breach.

- 9.3 Survival and Termination Obligations.** Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Platform. In addition, no later than thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return all any Confidential Information of the Company in its possession that is in tangible form. Customer shall furnish Company with a certificate signed by an executive officer of Customer verifying that the same has been done. Sections 1, 2.2, 3.2, 5.2, 5.3, 6, 7, 8.3, 9 and 10.15 shall survive any termination or expiration of this Agreement.

## 10. Miscellaneous

- 10.1 Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Company. Company may assign this Agreement without consent in connection with its reorganization, reincorporation, sale of assets, merger or consolidation, without the prior written consent of Customer. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of this Section 10.1 shall be null and void.
- 10.2 Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the first paragraph of this Agreement (for Customer) or in Section 0 below (for Company). Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.
- 10.3 Limitation on Claims.** No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.
- 10.4 No Warranties.** No employee, agent, representative or affiliate of Company has authority to bind Company to any oral representations or warranty concerning the Platform. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.
- 10.5 Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.
- 10.6 Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- 10.7 Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will

preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

- 10.8 Integration.** This Agreement (including any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties.
- 10.9 Purchase Orders.** No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the Platform will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Company to object to such terms, provisions or conditions.
- 10.10 Export.** Customer acknowledges that the Platform may contain features subject to United States and local country laws governing import, export, distribution and use. Customer is responsible for compliance by the Customer and its Authorized Users with United States and local country laws and regulations and shall not export, use or transmit the Platform (i) in violation of any export control laws of the United States or any other country, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Order.
- 10.11 U.S. Government Restricted Rights.** If the Platform is accessed or used by any agency or other part of the U.S. Government, the U.S. Government acknowledges that Company provides the Platform, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Platform include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Company to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- 10.12 Publicity.** Customer acknowledges that Company may desire to use its name in press releases, product brochures and financial reports indicating that Customer is a customer of Company, and Customer agrees that Company may use its name in such a manner, subject to Customer's consent, which consent will not be unreasonably withheld.
- 10.13 Counterparts.** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- 10.14 Contracting Entity and address for Notices.** Except as otherwise set forth in an Order Form, notices to Company should be delivered to 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086.
- 10.15 Governing Law and Arbitration.** The rights and obligations of the parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather such rights and obligations shall be governed by and construed under the laws of the State of Delaware. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in the City of New York, NY, under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision.

**IN WITNESS WHEREOF**, by signature below of duly authorized representatives, the Parties have caused this Agreement to be executed as of the Effective Date.

**COMPANY**



**CUSTOMER**

By: RedZone Robotics

Name: Chris White

Title: VP of Data Services

Date: March 25, 2025

By:

Name:

Title:

Date:

## SCHEDULE A

### STANDARD ORDER FORM

This Company Order Form is governed by and incorporated into the Master Software as a Service Subscription Agreement between the Parties. All terms not defined in this Order Form will have the meaning given to them in the Agreement.

#### Order Term

Platform Start Date: April 1, 2025  
 Term Ending Date: March 31, 2026

#### Order Details

Component	
Authorized Users	15
GIS Integration	1

#### Platform Fees

Component	Fees
Platform Subscription	\$ 20,000.00
Platform Support	\$ Included

#### Data Hosting Fees

Component	Fees
Data Storage and Access (3TB, annually)	\$7,500.00

#### Platform Fees Payment Schedule

Fees for the Platform Subscription and Hosting provided are \$27,500.00 and shall be due according to the following schedule: Payment within 30 days of Platform Effective Date.

#### Professional Services

All Professional Services provided through this Order Form are provided under the terms of the Agreement. Professional Services are described in detail in Exhibit 1 Professional Services Statement of Work to this Order Form. Exhibit 1 is hereby incorporated into this Order form and the Agreement.



**Exhibit 1****PROFESSIONAL SERVICES STATEMENT OF WORK**

This Professional Services Statement of Work ("SOW") is governed by and incorporated into the Master Software as a Service Subscription Agreement between the Parties and the applicable Order Form. All capitalized terms not defined in this Order Form will have the meaning given to them in the Agreement.

**Statement of Work****Order of Precedence**

Any inconsistency in this SOW shall be resolved by giving priority and precedence to applicable provisions of the following documents in the following order:

1. Statement of Work
2. Master Software as a Service Subscription Agreement

Term: The term encompasses 1 calendar year from the original Platform Start Date as stated in Schedule A.

**Scope of Work**

Company will provide Professional Services directed toward the following tasks:

Component	Expected Scope Description	Fees
Conversion of Inspection Media	Involves the reformatting and conversion of historical pipe and maintenance hole inspections performed by RedZone, the Customer Entity, or other 3 <sup>rd</sup> Party Contractors to a web-friendly file format and size (.mp4). All inspections not performed by RedZone are to be NASSCO PACP-certified.	\$ 5,000.00
Configuration of Platform	Setup and initialization of Customer Entity's GIS through Esri's ArcGIS. This requires, at minimum, a geodatabase of the wastewater collection system with pipelines and manholes on separate layers with unique identification.	Included
Media Import and Implementation	The import of all converted media and GIS layers into the integrity platform, with appropriate linking and record keeping for inspections to their respective map component.	\$ 2,500.00
QA/QC	Substantial review by qualified technicians to identify any import errata, including video playback issues, inconsistencies in mapping, or visual and performance bugs within the system.	Included
Training	One (1) Virtual Training with Customer staff for navigation through the platform and key functions and features. Walkthrough of assistance tools and Support staff engagement.	Included

**Approvals**

Customer agrees to provide timely approvals as requested by Company in order to perform the Professional Services. Customer warrants that it is authorized to provide any and all approvals required for the performance of this SOW.

**Fees and Payment Schedule**

Fees for the Professional Services provided in this SOW are \$7,500.00 and shall be due according to the following schedule: 50% upon signing, 50% upon completion of initial training.