



Software Proposal and Agreements

Date

Mr./Ms. __

Dear __:

Thank you very much for your interest in Geotech and our software. We are pleased to have the opportunity to help you with your database and graphics needs. The following is a suggestion for implementing the Enviro software to expand your capabilities for data management and GIS. This suggestion includes the following components:

1. __ Single Use client license(s) of Enviro Data - The cost for this, which provides the data management component, is \$4,800 per license. This version allows installation on a single computer, and is for data storage in Access, unless a server license is also purchased. You will need one license of a current version of Office Pro or Microsoft (Office) 365, either 32 or 64-bit running in Windows 10 or Windows 11 for each desktop installation of Enviro Data.
2. One year of maintenance for each license of the Enviro Data Single Use software - This includes new versions of the software that come out during the year, and up to 8 hours of technical support per license per year. This is a recurring cost of \$960 per license per year.
3. __ Concurrent Use client license(s) of Enviro Data - The cost for this, which provides the data management component, is \$6,000 per license. This version allows installation on as many computers as you wish, with people taking turns using the license one person at a time for each license purchased. This license is for data storage in Access unless a server license is also purchased. You will need one license of a current version of Office Pro or Microsoft (Office) 365, either 32 or 64-bit running in Windows 10 or Windows 11 for each desktop installation of Enviro Data.
4. One year of maintenance for each license of the Enviro Data Concurrent Use software - This includes new versions of the software that come out during the year, and up to 10 hours of technical support per license per year. This is a recurring cost of \$1,200 per license per year.
5. __ Single Use Viewer client license(s) of Enviro Data - The cost for this, which provides full-featured display capability for your Enviro Data database, is \$1,200 per license. This version allows installation on a single computer, and is for data storage in Access, unless a server license is also purchased. You will need one license of a current version of Office Pro or Microsoft (Office) 365, either 32 or 64-bit running in Windows 10 or Windows 11 for each desktop installation of Enviro Data.
6. One year of maintenance for each license of the Enviro Data Single Use Viewer software - This includes new versions of the software that come out during the year, and up to 2 hours of technical support per license per year. This is a recurring cost of \$240 per license per year.
7. __ Concurrent Viewer client license(s) of Enviro Data - The cost for this, which provides full-featured display capability for your Enviro Data database, is \$2,400 per license. This version allows installation on as many computers as you wish, with people taking turns using the license one person

at a time for each license purchased. This license is for data storage in Access unless a server license is also purchased. You will need one license of a current version of Office Pro or Microsoft (Office) 365, either 32 or 64-bit running in Windows 10 or Windows 11 for each desktop installation of Enviro Data.

8. One year of maintenance for each license of the Enviro Data Concurrent Viewer software - This includes new versions of the software that come out during the year, and up to 4 hours of technical support per license per year. This is a recurring cost of \$480 per license per year.
9. Enviro Data SQL Server data model license - This component covers implementation of the Enviro Data structure on your Microsoft SQL Server system, at one data center location. The cost for this is \$6,000. It can be used to implement as many instances of the data model as you wish, at that location. You will need a SQL Server license from Microsoft to use this option. You will also need Enviro Data client licenses to access the data in the server tables.
10. Enviro Data SQL Server data model license maintenance - This includes up to 10 hours of technical support per license per year, which could include assistance with updating your data model when new versions of the software come out. This is a recurring cost of \$1,200 per license per year.
11. ___ Enviro Data Lab Data Checker client license(s) - This software is for use by one laboratory location to check electronic data deliverable files prior to sending them to Enviro Data users. The cost for this is \$1,200. You will need one license of a current version of Office Pro or Microsoft (Office) 365, either 32 or 64-bit running in Windows 10 or Windows 11 for each desktop installation of Enviro Data.
12. Enviro Data Lab Data Checker license maintenance - This includes up to two hours of technical support per license per year. This is a recurring cost of \$240 per license per year.
13. ___ Single Use client license(s) of Enviro Spase - The cost for this, which provides creation of environmental graphics in ArcGIS ArcMap, is \$1,200 per license. Each license is for use on one computer. You will need one license of ArcGIS (10.0 through 10.5) for each Enviro Spase license. Enviro Spase does not currently support ArcGIS Pro.
14. One year of maintenance for each license of the Enviro Spase software - This includes new versions of the software that come out during the year, and up to 2 hours of technical support per license per year. This is a recurring cost of \$240 per license per year.
15. ___ hours of training on the software and its use. The cost for this is \$1,440 per eight hours. Training will be provided remotely via Microsoft Teams. You can have as many people attend as you wish.
16. Software customization - Geotech will add the following features to Enviro Data. This work is estimated to take ___ days development time at \$150 per hour, totaling \$___.
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17. Data loading assistance - Geotech will assist you with loading your existing data into Enviro Data, and also help you address ongoing data loading needs. Our standard cost for this is \$150 per hour. We can provide a time and cost estimate after seeing your data. The cost for data loading assistance is not included in the summary below.
18. One year of cloud hosting, including a license for Microsoft Office. This a is a recurring cost of \$2,400 per year. Cloud implementations require that each user have Office 365 E3 or Business Premium, or higher.

19. Corporate license of Enviro Data - The cost for this, which provides the data management component, varies by implementation. The software may not be copied, modified, or redistributed. This perpetual license allows installation on as many computers as you wish within the company, to be used by company employees. This license is for data storage in Access or SQL Server. You will need one license of Microsoft Office (2010 or newer) for each desktop installation of Enviro Data. Annual maintenance is required in the first year and then strongly recommended in future years.

In summary, the items for the proposed solution are:

Enviro Data Single Use license(s)	\$
Maintenance on Enviro Data Single Use, one year	
Enviro Data Concurrent Use license(s)	
Maintenance on Enviro Data Conc. Use, one year	
Enviro Data Single Use Viewer license(s)	
Maintenance on Enviro Data Sing. Viewer, one year	
Enviro Data Concurrent Use Viewer license(s)	
Maintenance on Enviro Data Conc. Viewer, one year	
Enviro Data SQL Server data model license	
Maintenance on Enviro Data SQL Server, one year	
Enviro Data Lab Data Checker license(s)	
Maint. on Enviro Data Lab Data Checker, one year	
Enviro Spase license(s)	
Maintenance on Enviro Spase, one year	
hours of training	
One year of cloud hosting	
Sales Tax (tax must be added to in-state merch)	
Item total	\$
Discount (see details below)	
Discounted price	\$

Geotech will provide a package deal combining the software and the services. If you purchase all of the above items, we will decrease the price from \$__ to \$__, a savings of \$__, as long as this agreement is signed and returned to Geotech, and payment received, by _____.

Software Benefits:

Enviro Data provides a number of benefits relative to other ways of managing data:

- It is easy to learn and use. The menu-driven interface, and automation of many import and retrieval processes, makes it easy for the software to be used by project staff that may not be database experts. This is particularly apparent when comparing Enviro Data to other environmental data management products.
- It is efficient. It is not unusual for clients to report time savings of up to 50% on data management tasks relative to the way they have done it in the past. They also report an increase in output quality due to more automated handling of the data.
- It protects your data. The program is based on a fourth normal form database design, with built-in referential integrity checks, preventing orphan records and other common data problems. It also has mandatory automated consistency checks with correction assistance, so the data brought into the database is the highest quality.

- It is powerful. The software has evolved significantly over 25 years of daily use by many clients on a wide variety of projects, resulting in over 500 specific features. Yet the user interface hides much of the complexity, so you can use only the parts you need.
- It is affordable. The cost for the software and services is less than competing products and is generally less than the operating overhead of many in-house systems.
- It is scalable. Enviro Data is the only software of its type that scales easily from small projects in Microsoft Access to large projects with millions of records in Microsoft SQL Server or Oracle.
- It is open. Because you have complete control over lookup table values, it can easily handle a wide variety of data types - radioactivity, organics, metals, biology, geology, etc.
- It's tried and true. Clients have been using Enviro Data on all types of projects on a daily basis for more than 25 years. While every project is different, most of the common issues in managing project data have been encountered before and resolved, based on project staff feedback.
- You get the help you need. Geotech's support is described as the best in the business by clients familiar with our support staff and that of other solutions.

Terms and Conditions:

This software, the packaging, and the manual that accompanies it are copyrighted material. Software, documentation, and packaging copyright 1991-2023 Geotech Computer Systems, Inc. The trademarks and trade names are property of Geotech Computer Systems, Inc. All rights reserved. The software packages are protected by United States Copyright Law and International Treaty provisions. The Software and Documentation are licensed and not sold. Geotech owns the Software and Documentation. From the date of receipt, Licensee agrees to use reasonable means to protect the Software and Documentation from unauthorized use, reproduction, distribution, or publication. Geotech reserves the right to improve and/or make changes in its offerings of the software or documentation at any time.

Geotech is committed to helping you get the most out of your Enviro software system for managing, reporting and displaying environmental data. We feel strongly that the best products and services result from cooperation between vendors and users. We try to foster a spirit of communication between ourselves and our clients. We strive to develop long term relationships with our clients by providing them with a comprehensive solution for managing their environmental data. We believe that these Terms and Conditions enable us to better achieve the mutual cooperation, open communication and ongoing relationships that create happy customers.

Unless you have paid Geotech for modifications, the Enviro software is sold "as-is." Geotech warrants its software to be free from "bugs," and will fix bugs as quickly as possible. A "bug" is an error in the specified logic of the software that prevents a function in the software from working or generates an incorrect result when run with valid data. A flaw in the data that prevents it from being selected, displayed, reported, calculated, imported or exported correctly is not a bug, but a problem with the data. Missing or flawed data, unless caused by the software, is not a bug. A "bug" is also not "something the user wishes the software did differently" from its current design, nor is it "an additional feature that the user wishes the software contained".

An enhancement is a change to the program to make it easier to use; a change to the original or specified logic; a change to the layout or display of a form or report from its current form; or an addition to the program. Enhancement requests will be handled through a written proposal process and are likely to result in additional cost to the client. To help minimize confusion regarding the enhancement, all communication that could have an impact on the functionality, schedule, or budget of the enhancement should be in writing, or, in the case of meetings or phone calls, documented in writing during or subsequent to the meeting or call. Notwithstanding the above, the client agrees to pay for all requested enhancements.

In the situation where a client has paid for enhancements, the functionality of any enhancements as described in the proposal document is the binding agreement about what the software will do, unless modifications are agreed to in writing by both parties.

Any service work purchased, but not used by client within twelve months of purchase, will be forfeited by the client and applied to general Enviro Data development. Maintenance hours expire at the end of the maintenance year, and do not roll over to the next year.

If you require RUSH work (less than two weeks lead time, or work to be done over a weekend), Geotech reserves the right to increase the rates to time and a half, based on Geotech's current published rates, due to the staff having to work outside of normal business hours to also complete their other client work.

While Geotech makes every effort to deliver a quality product that works correctly in all situations, the variability in computer systems, especially the vagaries of client data and individual computers and networks, and the technical and database experience of the user, makes it impossible to anticipate all of the problems that the software and the users may encounter. For example, Office 2010 and 2013 64-bit have problems that cause many applications to not work or work poorly, including some features in Enviro Data. The 32-bit versions of those programs work fine. We will work with you to correct problems identified in the software, but the final responsibility for the correctness of any output from the system will remain with the users of the software.

If there are customizations you need made to the software, contact Geotech to discuss the best way for us to help you meet your needs. Geotech will then provide you with a proposal detailing the modifications and the estimated cost for Geotech to make them for you. Geotech will support our modifications and any problems resulting from them, either under a current maintenance agreement or for an additional fee. We will also maintain these modifications in future builds of the software where practical.

If you make modifications to the software without Geotech's assistance and/or approval, you do so at your own risk and shall assume responsibility for:

- Any problems with the software caused directly or indirectly from these modifications.
- Maintaining these modifications in the future.

If you make modifications to the software, all Geotech warranties may be voided.

Except as may be required by law, both parties agree that they will not at any time either reveal, divulge, or make known to any person, firm, or corporation any Secret, Confidential, or Proprietary information whatsoever in connection with any work, clients, customers, or business, or anything connected therewith, without first obtaining the written consent of the other party. Secret, Confidential or Proprietary information includes but is not limited to: documentation, prototypes and parts thereof, source code and/or object code, product design information, computer programs, listings and devices made available by either party, or any information furnished to either party by the other related to the business operations, projects, workplans, or client medical or other information of that party. Confidential information does not include information in the public domain otherwise than a result of any breach of confidence by either party.

The parties agree that they will not solicit, interfere with, or endeavor to entice away from the other party any customer or any person, firm, or corporation in the habit of dealing with the party or interfere with or entice away any employee of the party, unless such a person, company, or customer has had previous independent business dealings with the other party. If either party does hire an employee in violation of this section, the agreed upon fee in lieu of damages will be 100% of the employee's annual salary at the time of such hiring, unless otherwise agreed.

In the event of breach or the threatened breach of any of the covenants described in the previous two paragraphs, the parties agree that the remedies at law for such breach or threatened breach would be inadequate and therefore the offended party shall be entitled to apply for an injunction in a court of competent jurisdiction restraining the other party from disclosing in whole or in part the confidential information; provided however, that this paragraph shall not in any manner preclude or limit that party from pursuing any other available remedies for such a breach or threatened breach including, but not limited to, the recovery of damages from the offending party. In no case will Geotech's liability to the client exceed the amount paid by the client for the software purchased. This agreement supersedes all previous communication or agreements on this matter.

License agreement:

Upon purchase of the software, client agrees to the following terms:

LICENSE AGREEMENT – This License Agreement and Maintenance Agreement is between you (“Licensee”) and Geotech Computer Systems, Inc. (“Geotech”), a Colorado corporation, with a place of business at 10875 E. Orchard Place, Englewood, CO USA.

USES PERMITTED - Each license is for use on one machine at a time by a single user at a time unless specifically licensed for concurrent use. The package may be used by any number of people and moved from one computer to another so long as there is no possibility of it being used at one location while it is being used at another. You are authorized to make archival copies of the software for the sole purpose of protecting your investment from loss. You may also copy the software onto a hard disk as required for use.

If you have purchased a software license, you should have received a temporary unlock code with it. You can use this temporary code for thirty days. We will send this permanent unlock code to you once we have received from you a signed License and Maintenance Agreement and payment for the software.

If you are renting the software, you should have received a Rental unlock code with it. You can use this Rental code for thirty days. If you decide to renew your Rental Agreement, a new Rental unlock code will be sent to you for each 30-day renewal.

USES NOT PERMITTED – Except as provided herein:

1. Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Software or Documentation.
2. Licensee shall not redistribute the Software to third parties, in whole or in part.
3. Licensee shall not reverse engineer, decompile, or disassemble the Software or Documentation.
4. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measures that control access to, or use of, the Software and Documentation.
5. Licensee shall not redistribute the Software unlock codes except as permitted based on the number and type of license(s) purchased.
6. Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
7. Licensee shall not remove or obscure any Geotech copyright, trademark, or proprietary rights notices contained in or affixed to the Software or Documentation.
8. Licensee will not have more people using the software at one time than the number of licenses that they have purchased. Violation of this may result in the inability to use the software until they come into compliance with the licensing terms.

TERM AND TERMINATION - This license is effective upon acceptance of this License Agreement and shall continue until (i) such time that Licensee elects in writing to discontinue use of the Software or Documentation and terminates the license; (ii) expiration of the license; (iii) either party terminates the license for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure. Upon termination of a license, Licensee shall (i) uninstall, remove, and destroy all Software and Documentation, and any copies or modifications in any form, and execute and deliver evidence of such actions to Geotech.

LIMITED WARRANTY - Geotech Computer Systems, Inc. warrants the delivery media and documentation included with this package to be free from defects in materials and workmanship for a period of 30 days from the date of purchase. If such defects should turn up within the warranty period, Geotech will replace the defective item. Geotech shall not be liable to Licensee for costs of substitute goods or services; lost profits; lost sales or business expenditures; investments/commitments in connection with any business; loss of any goodwill, or for any indirect, special, incidental, or consequential damages arising out of or related to this License Agreement or use of the Software or Documentation, however caused, on any theory of liability. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

This software is sold as-is. The Enviro software is scientific, technical software, and users should be prepared to learn to use it through Geotech training and other technical aids provided, if they expect to be successful. Geotech Computer Systems, Inc. specifically disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Geotech Computer Systems, Inc. or its business partners be liable for any damages, including lost profits, lost savings, or other

incidental or consequential damages arising out of the use or inability to use this package, or for any claim by another party.

INDEMNIFICATION - Both parties shall indemnify, defend and save harmless one another, its affiliates and subsidiaries, their officers, directors, and employees and their successors, heirs and representatives from any responsibility or liability in any way for claims, losses, damages, or expenses arising out of the damages to any person or damage or destruction of any property, including loss of use, arising out of, incident to, or in connection with the software license performance hereunder.

GOVERNING LAW - This agreement will be governed by the laws of the State of Colorado, USA.

DISCLAIMER - The information provided with the software is subject to change without notice and does not constitute a commitment on the part of Geotech Computer Systems, Inc. or their business partners.

Terms and Conditions of Server License: Upon payment in full by Licensee, Geotech grants to Licensee, a perpetually paid-up License to implement the Enviro Data schema (data structure) on the client server according to the following Terms and Conditions:

1. Geotech Computer Systems will grant Licensee the right to create the tables, fields, indices, triggers, and other database objects on their server required to support use of the front-end software of the Enviro Data environmental data management software.
2. Licensee can create as many of these sets of tables and other objects as necessary for their use, but only on the number of servers shown below. The data model(s) can be implemented on one or more additional server(s) for the sole purpose of redundant backup.
3. Licensee is responsible for providing a properly licensed copy of the server database software (Microsoft® SQL Server® or Oracle®)
4. Licensee must have a separate paid-up client license for each Enviro Data client copy that they will be using.

Maintenance agreement:

Upon purchase of software maintenance, client agrees to the following terms:

Each maintenance agreement will be for a specified period of time, generally for a year, for a specific number of licenses of one or more products. This information will be provided on the invoice for the maintenance agreement.

Maintenance includes any new software releases during the maintenance period, and email/phone support on software usage issues, up to a maximum number of hours per license per year. This includes by product: Single Use, 8; Concurrent Use and Server, 10; Concurrent Viewer, 4; Enviro Spase and Single User Viewer, 2. Support DOES NOT include software enhancements, and any enhancements if desired by the client, will be handled with a separate contract. It also DOES NOT include migrating or loading client data but could include advising you on loading your own data.

Managing environmental data is inherently complex, and using advanced features, including Validation and Regulatory Limit Comparison, makes it even more so. In the interest of the most efficient implementation of your Enviro software, new users should do the following: 1) Purchase and take training on the software. 2) Read the Getting Started document and become familiar with the full Documentation and the Frequently Asked Questions on Geotech's web site. 3) Be familiar with the data that you want to import, and if possible, use the Enviro Data Data Transfer Standard. 4) Ensure that you do not have network or Internet issues that will interfere with proper database operation. Failure to do these things will usually result in excessive use of your support hours, depleting them before you are up and running. At that point you will need to either purchase more support time or receive no further support from Geotech. We also recommend using a battery backup / uninterruptible power supply (UPS) on both your computer and network to prevent data loss in the case of power failure. Databases are especially sensitive to loss of power or power spikes and using a UPS can prevent data loss and/or database corruption. Also, we recommend you arrange for a backup of your data (if this is not being done by Geotech) so you will be able to recover from a data loss.

You will be contacted annually and provided with an opportunity to renew your maintenance. Upon approval, Geotech will provide an invoice for the renewal. If your maintenance agreement lapses through non-payment, you will be charged a reinstatement fee if you would like to reinstate the maintenance.

Thank you for your time and interest.

Sincerely,



Dr. David W. Rich
President, Geotech Computer Systems, Inc.
drdave@geotech.com

Proposal Acceptance:

Please sign this page and email it to info@geotech.com. Thank you.

Both parties accept this proposal, the Terms and Conditions, and the License and Maintenance Agreements above, on this date, in the amount below, and Geotech is hereby authorized to send the software, an invoice, and schedule any included service.

___ Purchase by ___, \$ ___

___ Purchase after ___, \$ ___

Payment is due with your order and must be in US dollars drawn on a US bank. Quoted prices are subject to change if purchase not made within 30 days of this proposal. Overdue invoices are subject to be charged interest at the rate of 1.5% per month from the date of the invoice. Geotech Computer Systems accepts company check, e-payments, wire transfer, and Visa or MasterCard payments (with a 4% processing fee). Buyer will pay all applicable taxes and fees including your bank's wire transfer fee, if applicable, associated with this order.

For (Client Name)

Date

Printed name and title: _____



For Geotech Computer Systems, Inc.
Toni Rich, CEO

Date
Date