

# SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made as of \_\_\_\_\_ by and between **GEOACE LLC**, an Ohio limited liability company ("GEOACE"), and \_\_\_\_\_, a \_\_\_\_\_ ("THE CLIENT") THE CLIENT and GEOACE are collectively referred to herein as the "Parties").

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:

**1. TERM:**

This Agreement shall remain in full force and effect starting on the dates proposed in Schedule A. Notwithstanding, the Parties acknowledge that the work to be performed herein is subject to and may be delayed or prevented by acts of God, strikes, lockouts, materials, or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Parties.

**2. STATEMENT OF WORK:**

The scope of work to be performed by GEOACE is set forth on the attached Schedule A.

**3. COMPENSATION:**

The compensation for services (and reimbursable expenses, if any) to be paid to GEOACE is set forth on the attached Schedule A.

**4. TERMINATION:**

The Parties agree that GEOACE shall be paid for any work performed under this Agreement. The Parties further agree that this Statements of Work associated with this Agreement may be terminated by either Party upon thirty (30) calendar days prior written notice.

**5. CONFIDENTIALITY:**

Any information pertaining to either Party's business to which the other Party is exposed as a result of this Agreement shall be considered to be "Confidential Information." Neither Party shall disclose, directly or indirectly, any Confidential Information to any person or entity, except as required by law, without the prior express written consent of the affected Party.

**6. ACCESS TO FACILITIES, SYSTEMS AND RESOURCES BY GEOACE.**

THE CLIENT hereby agrees to provide GEOACE, its employees and agents as directed by GEOACE, access to the property, networks, systems and facilities necessary to execute GEOACE's obligations set forth by the Agreement and in the Statements of Work. THE CLIENT acknowledges and agrees that it is THE CLIENT's obligation to provide the necessary access and that any failure to do so, or any interruption, for any reason, may suspend GEOACE's related obligations without suspending any of THE CLIENT's obligations including but not limited to compensation to GEOACE.

7. ASSIGNMENT:

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

8. OWNERSHIP OF IP – THE CLIENT:

The Parties agree that THE CLIENT shall retain sole title and rights of ownership and control of usage for all industry knowledge and proprietary information of THE CLIENT that THE CLIENT provides or uses in performing services hereunder.

9. OWNERSHIP OF IP -- GEOACE:

The Parties agree that GEOACE shall retain sole title and rights of ownership and control of usage for all industry knowledge and proprietary information of GEOACE that GEOACE provides or uses in performing services hereunder.

10. NOTICE:

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to GEOACE: Michael Bowen  
GEOACE LLC  
7090 Blacklick Eastern Road  
Pickerington, OH 43147  
Phone: (419) 262-2193  
Email: aaron@geoace.net

If to THE CLIENT: Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, state, zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

11. RETURN OF COMPANY PROPERTY:

Promptly upon the expiration or sooner termination of this Agreement, and earlier if requested by either Party at any time, each Party shall deliver to the other Party all confidential and proprietary Information of the other Party.

12. NO SOLICITATION:

The Parties agree that during the term of this Agreement and for a twenty-four (24) month period commencing on the date that such term expires or is terminated, neither Party shall for any reason, either directly or indirectly, on their own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or contractor relationship, with the other Party, whether or not such person is a full-time, or part-time employee, or whether or not such employment is pursuant to a written agreement or is at-will.

13. SUBCONTRACTORS:

GEOACE reserves the right to subcontract any portion of the work required under this Agreement, as it deems necessary or desirable. Subcontracting shall not relieve GEOACE of its responsibilities and obligations under this Agreement. GEOACE agrees to be fully responsible for the acts and omissions of its subcontractors to the same extent as if GEOACE had performed the services directly. GEOACE shall ensure that all subcontractors comply with the terms and conditions of this Agreement.

14. GENERAL PROVISIONS:

(a) GOVERNING LAW; CONSENT TO JURISDICTION.

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Ohio, without regard to conflicts of law principles. THE CLIENT hereby expressly consents to venue and jurisdiction of the State and Federal courts located in Franklin County, Columbus, Ohio for any lawsuit relating to the subject matter of this Agreement.

(b) ENTIRE AGREEMENT.

This Agreement and Schedule A constitute the entire agreement between GEOACE and THE CLIENT, and supersede any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

(c) COUNTERPARTS AND AMENDMENTS.

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized representative of both Parties.

(d) SEVERABILITY.

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

(e) ATTORNEY'S FEES AND COSTS.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper. Any amount not paid when due will accrue interest thereon in the amount of 1% per month until paid.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

**GEOACE LLC**

By: \_\_\_\_\_

Print Name: Michael Bowen

Title: Chief Executive Officer, Cofounder

Date: \_\_\_\_\_

**THE CLIENT:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **SCHEDULE A**

## Schedule A

**Project ID:** COP1002

**Project Name:** GIS Program Maintenance & Support

**Date:** January 9, 2024

**Client:** City of Pataskala

**Scope of Services:** Geospatial program support for the CLIENT at hourly rates of \$90 per hour for GIS Specialist services and \$115 per hour for Developer, Project Manager, or Enterprise Administration Professional services. Under no circumstances will the total paid by CLIENT to GEOACE exceed \$40,000, unless agreed to in advance in writing and signed by CLIENT and GEOACE.

Scope of work includes, but is not limited to, the following:

- Provide the required GIS services as needed and directed by the City during the length of the contract.
- Perform services in the GEOACE office that are production related, and then download into the City's GIS system on regular intervals.
- Provide services and training in the offices of the City for items that are needed that require hands on involvement or where the City staff intends to perform work.
- Provide technical expertise on all facets of the Pataskala GIS system.
- Meet with the City on a regular basis as well as at times requested by the City for specific purposes.

**Deliverables:** Hourly services, with task-related deliverables to be assigned on a CLIENT-directed basis

**Project Duration:** Commencement on the effective date and shall continue for a period of one year, with the option to renew annually for two additional one-year periods, subject to a total maximum duration of three years.

**Payment Terms:** 30-day progress billing. Invoices to be generated on the final day of each month work has been performed and reference the CLIENT-provided Purchase Order identifier.