

Agenda Item #18

MEMORANDUM

To: Mayor Blad and City Council Members

From: Levi Adams

Date: June 17, 2025

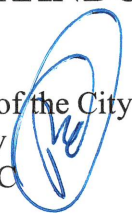
Re: ITpipes Quote and Service Agreement

The Water Pollution Control (WPC) Department wishes to purchase software and cloud storage from ITpipes for management of sanitary sewer CCTV video data. The quote for the software subscription and implementation totals \$23,000.00 and requires the Mayor's signature to execute.

Funds are available in the FY2025 WPC budget for this expenditure. The quote is attached for Council and Mayor approval. Council may wish to authorize Mayor Blad to sign the paperwork necessary to effectuate the procurement.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement with IT Pipes for WPC
DATE: June 13, 2025



I have reviewed the documents which pertain to WPC's Agreement with IT Pipes for software and cloud storage of CCTV video and data for sewer system lines. It is appropriate to follow the recommendations of Levi Adams, Superintendent of WPC, in engaging in this Agreement as outlined in his Executive Summary.

I further would recommend that the Council authorizes the Mayor to sign any necessary documents to effectuate these purchases. If you have any questions, please feel free to contact me.

Service Level, Software Subscription, and End-user License Agreement

This Agreement aims to define the expectations for the Service Level and Software Subscription provided by ITpipes Opco LLC, a Delaware limited liability company (Vendor) to the City of Pocatello, ID the (Customer). This document is the governing Agreement between ITpipes and the Customer dated _____.

Section A - Service Level Agreement

A.1 ITpipes Level of Service - Requirements

The Vendors' staff require remote access for any software application troubleshooting.

- The Vendor uses Zoho Assist for remote access, generating a unique remote session ID that allows login to the Customer system at the admin user level. The Vendor's remote sessions do not provide remote access user control; this is an assistance-type application that the user must initiate and allow access.
- The Vendor does have GoToMeeting as a backup solution for remote access.
- The Vendor does require the Customer to keep a user that has successfully finished ITpipes training on staff to help with service or support on the Customer side.
- The Vendor requires the Customer to have high-speed internet available and provide ITpipes remote access to a system for troubleshooting.¹
- The Vendor recommends that an IT Administrator be available for support if the Customer is connecting to any in-house VPN systems.
- The Vendor requires that all product requirements, including computer and hardware specifications, are confirmed on the Customer's system for Vendor to install a product or provide service for a product.

A.2 Software Application - Technical Issue Severity

The Vendor defines technical issues as Severity 1 to 3. Below is a description of each severity level:

- Severity 1-This is a critical, urgent request prohibiting field inspections from being performed.
- Severity 2-This is an important request affecting the performance of ITpipes software and is impacting usage for field or office users. Therefore, remote access is required to work on this severe issue.
- Severity 3-This is a request that would improve usability. Remote access is required to work

¹ Additional systems or hardware that are external to ITpipes software but work within ITpipes software do require Microsoft Windows Administrative permission for ITpipes to help with any type of service. This includes, for example Ibak hardware and software.

on this severe issue.

A.3 Service Level Responsiveness

Timeliness for response varies based on the technical issue's level of severity, as follows:

Severity 1: Vendor will respond from a qualified staff member to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event, the Vendor will provide a response via telephone within eight (8) hours. The Vendor will continue to provide its best efforts to resolve a Severity 1 problem in less than three business days. The resolution may be a work-around or an interim software release. If Vendor delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: The Vendor will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event will provide a response via telephone will be provided within twelve (12) hours. The Vendor will exercise its best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to the Customer in the same format as the Severity 1 problem. If Vendor delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to Severity 3.

Severity 3: Produces an inconvenient situation in which the ITpipes Software is usable but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. Vendor will exercise its best efforts to resolve Severity 3 problems in the next maintenance release.

Definitions:

- “Availability” means, with respect to a particular Subscription, the periods when the Customer, which for the sole purposes of the Agreement shall include Consultant of Customer, can access all material portions of such Subscription outside of (a) Scheduled Maintenance or (b) Special Maintenance.
- “Business Hours” means 7 am to 5 pm (Mountain Time), Monday through Friday. Business hours exclude major holidays, and if a holiday falls on a weekend, the preceding Friday.
- “Order Form” is a product list with pricing identifying specific subscription products that are part of the Service Level and Software Subscription Agreement, typically this is included in Attachment A.
- “Scheduled Maintenance” means a period during which Vendor performs maintenance activities of the Subscription, during which the availability of all or part of the Subscription is suspended. Scheduled Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.

- “Special Maintenance” means a period during which Vendor may suspend the availability of the Subscription, in whole or in part, to address a Severity 1 Error.
- “Severity 1 Error” means a security or other performance issue which may impact one or more Customer’s use of or access to the Subscription and ultimately may impact the availability of the Subscription.

A.4 Software Support Services:

Vendor and Customer agree that Vendor will provide telephone software support during Business Hours by calling (505) 341.0109 or 877-itpipes. This includes support for software technical issues and access to download updates via the Vendor’s website. Only Customer employees who have been through and received software training from Vendor can call in for support using this AGREEMENT. Customer employees that have not attended ITpipes software training will have a maximum of 2 calls available before the untrained person is referred to attend training, and the Customer will be notified in writing when this occurs.

A.5 Service Level Terms:

AGREEMENT includes software service and support for the Term of the Agreement, with a maximum of 16 hours of live telephone support in a single month, provided in minimum 15-minute increments, for the annual period defined in the invoice. Any other hardware, software, and other products requested by Customer will be charged to Customer by Vendor as specified in separately quoted fees and terms. Future agreements may be subject to different fees and terms. The Term of the Agreement is shown on Attachment A. The fee for annual support is shown on Attachment A.

A.6 Optional Services:

With this Agreement, the Customer has the option to purchase or add on services. These are included on Attachment A.

A.7 Service Amount Provided:

The amount of Service provided during an annual SLA term is a maximum of 48 hours. At 48 hours of usage completed, the Customer will be notified that the SLA expires with 30 days' notice, with an option to renew at an additional cost.

End-User License

The Vendor is named as ITpipes in this Section.

Unless superseded by a signed license agreement between you and the ITpipes Opco LLC, ITpipes is willing to provide ITpipes Offering and Services to you only if you accept all terms and conditions

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contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of ITpipes Offerings and Services. Please read the terms and conditions carefully. You may not use ITpipes Offerings until you have agreed to the terms and conditions of this Agreement. If you do not agree to the terms and conditions as stated, ITpipes must be informed in writing within 30 days of receipt of the product, you may then request a refund for pro-rated applicable fees paid.

Section B - General Agreement

B1.0 General Grant of Rights and Restrictions

B1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this agreement, the Vendor:

- A. provides Offerings and Services as set forth in this agreement,
- B. grants to Customer a non-exclusive, non-transferable right and a license or subscription to access and use the Vendor Offerings as outlined in the specifications and or applicable ordering documents, and
- C. authorizes Customer to copy and make derivative works of the ITpipes software documentation for Customer's own internal use in conjunction with Customer's authorized use of ITpipes software subscription.
- D. Customer will include the following copyright attribution notice acknowledging the proprietary rights of the Vendor and its' licensors in any derivative work: Portions of this document include intellectual property of the Vendor and are used under license. Copyright ITpipes and its licensors. All rights reserved.

The grants of right in this section:

- 1. continue for the duration of the subscription or applicable term or perpetually if no term is applicable or identified in the ordering documents, and
- 2. are subject to additional rights and restrictions in this agreement.

B1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to

- 1. host the Vendor Offerings for Customer's benefit, and
- 2. use the Vendor Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants and contractors compliance with this agreement and will ensure that each consultant or contractor discontinues the use of the Vendor Offerings upon

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completion of work for Customer. Access to our use of the Vendor Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited

B1.3 Reservation of Rights. All the Vendor Offerings are the copyrighted works of the Vendor or its license source; all rights not specifically granted in this agreement are reserved.

B1.4 Customer Content. The Vendor does not acquire any rights in Customer content under this agreement other than as needed to provide the Vendor Offerings and Services to Customer.

B2.0 DEFINITIONS

- “Anonymous Users” means all who have public access (i.e. without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- “API” means application programming interface.
- “App Login Credentials” means a system-generated application login and associated password, provided when registering a Value-Added application with Online Services, which is then embedded in a value-added application, which then allows the value-added application to access and use Online Services.
- “Cloud Services” means Vendor managed, online hosting services.
- “Concurrent Use License” means a license to use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired.
- “Named User(s)” is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to an ITpipes software product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- “Named User Credential(s)” means the right for a single Named User to use a specific Vendor Offering(s) .
- “Online Services” means any commercially available, internet-based application that Vendor provides.
- “Online Services Subscription” means a limited-term subscription conveying the right for one or more Named Users to access Vendor Offering(s).
- “Ordering Document” means a sales quote, renewal quote, purchase order, proposal, or other document identifying Products or Services that Customer orders.

- “Server License” means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment based on the Ordering Documents.
- “Service Level Agreement” means a limited-term subscription agreement that Vendor provides that entitles Customer to technical support and web-based learning resources.
- “Sharing Tools” means capabilities included with Customer’s authorized use of Vendor Offering(s) that allow Customer to make Customer content and Value-Added applications available to third parties or Anonymous Users.
- “Single Use License” means a license for an authorized end user to install and use Software on a single computer. No other end user may use Software under the same license, at the same time, for any other purpose.
- “Software Subscription” means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- “Value Added Application” means an application developed by Customer for use in conjunction with the authorized use of any software, data, or Online Services.

B2.1. License and Subscription Types. Vendor provides software products under one or more of the license or subscription types identified in the above definitions. The ordering documents identify which license or subscription type is covered within the Agreement.

B2.2 Terms of Use. A Customer may:

1. install access or store software and data on electronic storage devices
2. make archival copies or routine computer backups
3. install and use a newer version of software concurrently with a version to be replaced during a reasonable transition. Not to exceed six months, provided that the deployment of either version does not exceed Customer’s license quantity. After the transition to a newer version of the software is complete, the Customer will not use more software in the aggregate than Customer’s total license quantity.
4. move software in the license configuration to a replacement computer.

Customer may customize software using any scripting language, APIs, or object code libraries but only to the extent that such customization is described in the ITpipes software documentation.

B2.3 Online Services Terms of Use.

- a. **Online Service Descriptions.** See the Online Cloud Services Agreement at <https://www.itpipes.com/security/> for more detail. Use of Online Services is subject to the Cloud Services Agreement.
- b. **Modifications of Online Services.** Vendor may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecation; if any modification discontinuation, or deprecation of Online Services causes a material adverse impact to Customer's operations Vendor may, at its discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable for Customer, Customer may cancel the subscription to Online Services when applicable and upon request, Vendor will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer content using sharing tools that enable third parties to use, store, cache, copy, reproduce, redistribute, and re-transmit Customer content through Online Services. Vendor is not responsible for any loss, deletion, modification, or disclosure of Customer content resulting from use or misuse of sharing tools. Customer use of sharing tools is at Customer's sole risk.

B2.4 Named User Licenses. Except as expressly set forth in this Agreement the following terms apply to Software and Online Services for which Customer acquires named user licenses.

- A. Named users.
 - a. Named user login credentials are for designated users only and may not be shared with others.
 - b. Customer may reassign a named user license to another user if the former user no longer requires access to the software or Online Services.
 - c. Customer may not add third parties as named users other than those included within the definition of named users.
- B. Anonymous Users. Anonymous users may only access software or Online Services through value-added applications that provide access to services or content that has been published for shared access through the use of sharing tools.

B2.5 Value-Added Applications.

- 1. Customer is responsible for the development operation and technical support of Customer content and value-add applications.

2. Customer may not provide a third party, other than third parties included within the definition of named users, with access to software or Online Services other than through Customer's Value Added Applications.

B2.6 Limited-Use Programs.

Trial, Evaluation, and Beta Programs. Products acquired under a trial, evaluation, or beta program are licensed for evaluation and testing purposes and not for commercial use. Any such use is at Customer's own risk and the products do not qualify for maintenance. If Customer does not convert to a purchased license or subscription license prior to the expiration of the trial, evaluation, or beta license, Customer may lose any Customer content and configurations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export Customer content before the license expires.

Services

Vendor may provide managed Cloud Services, Training, or Professional Services under an applicable Ordering Document. Unless Customer has signed and has a fully executed agreement with Vendor establishing terms and conditions for such services, Vendor performance is subject to the Services terms and conditions incorporated by reference and found within the above Service Level Agreement.

Section C: General Terms and Conditions

C1 General Use Restrictions.

The following general terms and conditions apply to all Vendor Offerings and Services that Vendor may offer to its Customers.

Except as expressly permitted in this Agreement, Customer will not:

- A. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Vendor Services or Offerings.
- B. Distribute or provide direct access to Services or Vendor Offerings to third parties, in whole or in part.
- C. Distribute authorization codes to third parties;
- D. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- E. Make any attempt to circumvent the technological measure(s) that control access to or use of Vendor Offerings;
- F. Remove or obscure any Vendor or its licensor's patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Vendor Offerings, output, online, or hard copy data or documentation; or
- G. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Vendor.

These restrictions will not apply to the extent they conflict with applicable law or regulation.

C2 Term & Termination.

Customer may terminate this Agreement or any ITpipes license or subscription at any time upon written notice to Vendor.

In the event that the Customer terminates this Agreement before the expiration of the term specified in Attachment A (the term), the Customer shall be required to pay an early termination fee in the amount of 25% of the annual agreement cost, for each of the remaining years of the contract. This fee is intended to compensate Vendor for initial efforts put into the contract and any losses or damages that Vendor may incur as a result of the early termination and shall be due and payable on receipt of written notice of termination from the Customer. All fees paid by the Customer to the Vendor are non-refundable.

Upon any termination of this Agreement for breach, Vendor will stop providing Services and Offerings.

Vendor may terminate this agreement or any ITpipes license or subscription at any time upon written notice to Customer. If Vendor terminates this Agreement following Customer's breach, then Vendor may terminate Customer's licenses or subscriptions to Vendor Offerings.

Upon any termination or expiration of a license or subscription, Vendor will:

- A. Provide 30 days' notice to the Customer.
- B. Provide access to systems for 30 days at which time, Customer will download their data from the Vendors website using means approved in the Vendor Support materials available online.

The Vendor reserves the right to immediately cease providing services to Customer upon written notice if a customer or representative of the customer engages in verbal harassment or sexual harassment of any Vendor employee. Verbal harassment or sexual harassment shall be determined by Vendor at its sole discretion. If Vendor stops providing services due to harassment or breach by Customer or its representatives, Customer shall remain liable for all fees and expenses incurred by Vendor up to the termination date.

The Vendor may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. Vendor may stop performing Services immediately This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

C3 Limited Warranties and Disclaimers.

1. Except as disclaimed below, the Vendor warrants to Customer that:
 - a. Products and Training will substantially comply with the applicable Specifications
 - b. Services will substantially conform to the proposal and professional and technical industry standards.
 - c. The warranty period for the Vendor Offerings under a perpetual license and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for the Vendor

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Offerings offered under a subscription basis runs for the duration of the subscription term.

2. Special Disclaimer. Online services are provided at no charge, and Beta Products are delivered “as is” and without warranty of any kind.
3. Except for the express limited warranties outlined in this agreement, the Vendor disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights. The vendor is not responsible for any non-conformity with specifications or loss deletion modification or disclosure of the Customer content caused by the Customer’s modification of any Vendor offering other than as specified in the documentation. The Vendor does not warrant that Vendor Offerings, or Customer operation of the same, will be uninterrupted, error-free, fault-tolerant, or fail-safe or that all non-conformities can or will be corrected. The Vendor Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Any such uses will be at the Customer’s own risk and cost.

C4 Disclaimers.

- **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuation of operation of the Internet or regulation of the Internet that might restrict or prohibit the operation of Cloud Services.

C5 Exclusive Remedy.

The Customer’s exclusive remedy and the Vendor entire liability for breach of the limited warranties in the section will be to:

1. Provide a workaround for the applicable Vendor Offering or Service.
2. At the Vendors’ election, terminate the Customer’s right to use and refund the fees paid for the Vendor Offerings or Services that do not meet the Vendors’ limited warranties.

C6 Limitation of Liability.

Disclaimer of liability. Neither the Vendor nor any Vendor distributor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of Goodwill; cost of replacement or substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or services fees paid or the Vendor for the Vendor Offerings or Services giving rise to the cause of action.

The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of ITpipes software and intellectual property rights, either parties' indemnification obligations, gross negligence, willful misconduct, or any applicable law or regulation.

The foregoing disclaimers' limitations and excuses exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law regulation and Customer's jurisdiction. The Customer may have additional rights that may not be waived or disclaimed. The Vendor does not seek to limit the Customer's warranty or remedies to any extent not permitted by law.

C6.1 Indemnification.

The Vendor will defend, hold all indemnities harmless, and indemnify any loss arising from an infringement claim. If Vendor determines that an infringement claim is valid the Vendor may, at its expense, either:

1. Obtain rights for Customer to continue using the Vendor Offerings or Services or
2. Modify the Vendor Offerings or Services while maintaining substantially similar functionality.

If neither alternative is commercially reasonable, Vendor may terminate Customer's right to use the Vendor Offerings or Services and will refund license fees that Customer paid for the infringing Vendor Offerings or Services for the unused portion of fees paid for term licenses.

The Vendor has no obligation to defend an infringement claim or to indemnify Customer to the extent the infringement claim arises out of:

1. the combination or integration of Vendor Offerings or Services with a product, process, system, or element, that the Vendor has not supplied or specified in the specifications;
2. alteration of Vendor Offerings or Services by anyone other than the Vendor ; or
3. compliance with customer specifications or for use of the Vendor Offerings or Services after the Vendor either provides a modified version to avoid infringement or terminates the Customer right to use the Vendor Offerings or Services.

C7 Cloud Services.

C7.1 Prohibited Uses. The Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that:

1. Creates or transmits spam, spoofing, or phishing email or offensive or defamatory material
2. Stores or transmits any Malicious Code;
3. Violates any law or regulation;
4. Inferences or misappropriates the rights of any third party;

C7.2. Service Interruption. System failures or other events beyond Vendor's reasonable control may interrupt the Customer's access to Cloud Services. The Vendor may not be able to provide advance notice of such interruptions. See the Online Cloud Services Agreement at <https://itpipes.com/security/> for more detail.

C7.3 Malicious Code. The Vendor will use commercially reasonable efforts to ensure that Vendor Offerings will not transmit any Malicious Code to the Customer. The Vendor is not responsible for Malicious Code that the Customer introduces to Vendor Offerings or that is introduced through Customer content.

C7.4 Personal Data. The Vendor does not collect personal data and recommends that customers do not use ITpipes software to collect personal data.

C7.5 Notice to Vendor. The Customer will promptly notify Vendor if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

Section D - General Provisions

D1 Payment. The Customer will pay each correct invoice no later than 30 days after receipt and will remit payment via ACH, wire transfer, or credit card as stated on the invoice.

D2 Feedback. Vendor may freely use any feedback, suggestions, quotes, comments, or requests for Product Improvement on Vendors Offerings or Services that Customer provides to Vendor.

D3 Severability. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make the intent of the language enforceable and all other provisions of this Agreement will remain in effect.

D4 Successor and Assigns. The Customer may, with the prior written approval of the Vendor, assign or transfer any rights or obligations under this contract to a third party for a reasonable fee paid to the Vendor, plus an administrative cost. The Customer shall remain liable for all obligations under this contract until the effective date of the assignment or transfer. Any purported assignment or

transfer without the prior written approval of the Vendor shall be null and void. Upon agreement of assignment, this Agreement will be binding on the respective successors and assigns of the parties hereto.

Notwithstanding the above, in the event that a contractor under contract with a government entity seeks to transfer the rights and obligations of this Agreement to its government customer, the contractor may do so only with the prior written notice to the Vendor and the express consent of the Vendor. Further, the government customer must agree to the terms and conditions of this Agreement in order to effectuate the transfer of the Products acquired for delivery pursuant to this Agreement.

The Vendor reserves the right to assign, transfer, or subcontract any rights or obligations under this contract without the Customer's consent. The Vendor shall provide the Customer with written notice of any such assignment or transfer. The Customer acknowledges and agrees that the Vendor may assign or transfer its rights and obligations under this contract to any third party, provided that the Vendor ensures the assignee or transferee is capable of performing the obligations under this contract.

D5 Dispute Resolution. In case of a dispute, the parties will use arbitration as the dispute resolution process. Parties will submit to binding arbitration to resolve any dispute arising from or relating to this Agreement that cannot be settled through negotiation. The Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. The parties will select a single arbitrator following the applicable arbitration rules. At the request of either party, both parties will make available documents or witnesses relevant to the major aspects of the dispute.

D6 Notice. Customer may send notices required under this Agreement to Vendor at the following physical and email address:

ITpipes Opco LLC
Attn: CEO and/or CEO
9450 SW Gemini Dr PMB 26914
Beaverton, OR- 97008

Email: bookkeeping@itpipes.com

Entire Agreement.

This Agreement, with Attachment A contains the entire agreement of the parties on the subject matter hereof. It may be amended only by the execution of an additional written and signed agreement.

Customer Name: _____

ITpipes: ITpipes Opco LLC

Printed Name: _____

Printed Name: Lucas D. Lima

Contact Title: _____

Contact Title: Chief Operating Officer

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

Dated Effective: _____

City of Pocatello, ID - ITpipes Quote (Attachment A)

Subscription: This quote includes licensing for the following:

- Tier 2 Municipal Package
 - ITpipes Web - **5** Named User
 - ITpipes Cloud - **2 TB** storage
 - **Unlimited** Inspection Viewer
 - **Lucity** Support and Subscription
 - **Sanitary Mainline** asset class
 - ITpipes Mobile - **1** license

Services: This quote includes the following one-time services as part of the implementation:

- Guided ESRI integration and support
- Guided Template creation and support
- Legacy data conversion

Software Subscription Term & Payment Schedule:

Pricing:

Product	Price and Quantity
Implementation (one time)	\$8,000
ITpipes Web T2 License (subscription)	\$15,000
Total Cost	\$23,000
Notes	This is a one-year contract with the option to renew at the end of year one. 7% increase per year on Subscription

[Link to Service Level Agreement](#)

Signator (First and Last Name)

Date

The terms of this quote are valid until September 30th, 2025

Assisted Inspection Coding (AIC)

ITpipes' Assisted Inspection Coding (AIC) boosts productivity, cuts costs, and delivers actionable insights for smarter decisions. Seamlessly integrating with your systems, it scales with your growth and adapts to evolving needs. AIC streamlines operations, accelerates workflows, and optimizes processes, giving you a competitive edge and freeing resources for high-value tasks..

Benefits:

- **Enhanced Collaboration:** Foster teamwork and transparency by seamlessly sharing inspection results and insights across departments through integrations and web-based solutions.
- **Improved Efficiency:** Expedite regulatory reporting and minimize manual data entry with automation and GIS-powered data synchronization.
- **Streamlined Operations:** Simplify inspection workflows and reduce operational delays, allowing your team to focus on proactive asset management.
- **Simplified Condition Assessments:** Utilize AI technology with Assisted Inspection Coding (AIC) to automate and standardize condition assessments, delivering faster, more accurate results for proactive infrastructure planning and decision-making.

Solution Details: This solution includes licensing for the following:

- **AIC Fee:** Due upon AIC activation

Pricing :

Product	Example Footage Amount
AIC Linear Foot	Unlimited Amount
AIC Fee	No Additional Fee
Cost per foot	\$0.30/foot