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⚙ Gimmal

MASTER AGREEMENT

THIS MASTER AGREEMENT is made by and between Gimmal LLC, a Texas limited liability company with offices at 24 Greenway Plaza, Suite 1000, Houston TX 77046 ("Gimmal"), and the **San Diego Unified Port District** with offices at the address set forth in the "Customer Information" below ("Customer"). Gimmal and Customer may be referred to together herein as the "**Parties**" or individually herein as a "**Party**."
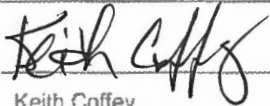
Effective Date: **May 17, 2018**

The "**Master Agreement**" or "**Agreement**" consists of this cover page, the Master Terms attached hereto, which set forth the general terms and conditions governing the contractual relationship between the Parties, and one or more addenda that reference this Master Agreement and are executed by both Parties (each, an "**Addendum**" or collectively, the "**Addenda**"). The Addenda set forth certain rights, duties and obligations of the Parties regarding the licensed, maintenance and support services, hosted services, professional services and/or other services provided under the Master Agreement. The Master Terms attached hereto, and any Addenda, exhibits, schedules or order forms referencing this Master Agreement and executed by the Parties, are incorporated into and made a part of this Master Agreement. This Master Agreement supersedes all previous understandings and agreements between the Parties, whether oral or written.

Customer Information

Principal Contact		Billing Contact	
Company:	San Diego Unified Port District	Company:	San Diego Unified Port District
Name:	Vay Shire	Name:	IT Accounts Payable
Title:	IT Project Manager	Title:	
Address:	3165 Pacific Highway	Address:	3165 Pacific Highway
	San Diego, CA 92101		San Diego, CA 92101
Phone:	619-725-6066	Phone:	
Email:	c-vshire@portofsandiego.org	Email:	BITSInvoices@portofsandiego.org

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

Customer		Gimmal	
By:	*(signature)*	By:	*Mark Johnson*
Name:	Keith Coffey	Name:	Mark Johnson
Title:	CTO	Title:	President
Date:	5·17·2018	Date:	May 10, 2018 | 2:13:06 PM CDT

Cover Page to Master Agreement

GIMMAL LLC
Master Terms

1. DEFINITIONS. In addition to capitalized terms that are otherwise defined herein, on the cover page to these Master Terms, or in any Addendum, the following capitalized terms shall have the meanings set forth in this Section 1.

1.1. "Authorized User" has the meaning set forth in the applicable Addendum

1.2. "Confidential Information" means any material, data or information relating to a Party's research, development, products, product plans, services, customers, Customer Data, Customer lists, member lists, member contact information, Customer programs, donor information, donor lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information, trade secrets or intellectual property that such disclosing Party treats as proprietary or confidential, and is marked as "confidential" or "proprietary" or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. Without limiting the foregoing, the Licensed Software and all IP Rights associated therewith shall constitute Confidential Information of Gimmal, and all software and any databases (including any data models, structures, non-Customer specific data and Customer specific data and aggregated statistical data contained therein) disclosed by a Party shall constitute Confidential Information of the disclosing Party.

1.3. "Customer" has the meaning set forth on the Cover Page.

1.4 "Customer Data" means any information, including, but not limited to the information that is provided to Gimmal by Customer in order for Gimmal to perform its assessment or provide its services or otherwise obtained by Gimmal in the course of performing services, including any other software made accessible to Gimmal by Customer, regardless of whether owned or licensed from third parties by Customer and whether in printed or electronic form, all data provided by Authorized Users, or any data derived from Customer's use of the Licensed Software, and all other non-public information and materials relating to Authorized Users, or their respective businesses or business operations that Customer or Authorized Users hereunder provide or make available to Gimmal, or provide Gimmal with access to, in connection herewith.

1.5. "Effective Date" means, for the Master Agreement or any Addenda, the date indicated on the Cover Page, and if no such date is indicated, the date on which the individual document has been executed by both Parties (the latter date on which it is executed by either Party).

1.6. "IP Rights" means any and all intellectual property rights of any type, recognized in any country or jurisdiction throughout the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation, all (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, (iv) trade secrets and know-how; and (v) other intellectual property rights of any type throughout the world

1.7. "Licensed Software" has the meaning set forth in the applicable Addendum

1.8. "Services" has the meaning set forth in the applicable Addendum.

1.9. "Subscription Services" has the meaning set forth in the applicable Addendum.

2. GENERAL. These Master Terms are attached to the cover page of the Master Agreement and contain the general terms and conditions governing the contractual relationship between Gimmal and Customer. The rights, duties and obligations of the Parties with respect to the Licensed Software and any maintenance and support services, hosting services, professional services or other services provided by Gimmal to Customer are set forth in one or more Addenda executed by the Parties. The Parties acknowledge and agree that these Master Terms do not, absent execution of such an Addendum, impose any obligation upon either Party to provide any such license, access or services

3. ORDER OF PRECEDENCE. In the event of a conflict between these Master Terms and any Addendum or other attachment that is executed contemporaneously with these Master Terms, the terms and conditions of these Master Terms shall govern. In the event of a conflict between these Master Terms and any Addendum or other attachment executed by both Parties subsequent to the Effective Date of these Master Terms, the terms and conditions of these Master Terms shall govern, except to the extent that the applicable Addendum or other executed attachment expressly states the intent of the Parties to supersede one or more provisions in these Master Terms that are specifically identified. This Master Agreement shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer

4. FEES AND PAYMENTS

4.1. Fees Payable. In consideration for Gimmal's performance under this Agreement, Customer agrees to pay Gimmal or its designated representative the fees and other amounts set forth on all applicable Addenda or orders placed under the applicable Addenda. Unless otherwise provided in the applicable Addendum, all undisputed fees and other amounts due under this Master Agreement shall be due payable net thirty (30) calendar days after date of receipt by Customer of the applicable invoice.

4.2. Disputed Charges. Customer must notify Gimmal in writing of any dispute or disagreement with invoiced charges within fifteen (15) calendar days after the date of receipt of invoice by Customer. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced.

4.3. Late Charges. Gimmal may charge a late charge equal to the lesser of (i) one percent (1%) per month or (ii) the maximum amount allowed by applicable law, on any outstanding past due balance that is not the subject of a good faith dispute.

4.4. Taxes. Unless otherwise stated in writing by Gimmal, prices do not include sales, use, property, customs, excise, value-added, federal, state, provincial, municipal and other similar taxes, duties or fees, levied on the Licensed Software any Services and/or Subscription Services, all of which shall be the obligation of Customer, except for any such amounts due with respect to Gimmal's profit or income. Customer shall pay or, upon receipt of invoice from Gimmal, shall reimburse Gimmal for all such taxes, irrespective of whether said taxes are included on any invoice.

5. CONFIDENTIAL INFORMATION

5.1. Access; Ownership. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain Confidential Information of the other Party or Confidential Information of third parties that the Disclosing Party (as defined

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below) is required to maintain as confidential. The Parties agree that all items of Confidential Information are proprietary to the Disclosing Party or such third party, as applicable, and shall remain the sole property of the Disclosing Party or such third party.

5 2. Mutual Obligations. Except as may be expressly set forth in this Agreement, each Party (the "Receiving Party") that receives Confidential Information of the other Party (the "Disclosing Party") agrees during the term of this Agreement and thereafter, as follows: (i) to use the Confidential Information only for the purposes of performing this Agreement; (ii) to hold the Confidential Information of the other Party in confidence and restrict it from dissemination to, and use by, any third party; (iii) to protect the confidentiality of the other Party's Confidential Information using the same degree of care, but no less than reasonable degree of care, as the Receiving Party uses to protect its own Confidential Information; (iv) the Receiving Party will not create any derivative work from Confidential Information disclosed by the other Party; (v) to restrict access to the Confidential Information to such of its personnel, agents, subcontractors, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to terms no less restrictive than the terms set forth in this Agreement with respect to the treatment of such Confidential Information; and, (vi) at the option of the Disclosing Party, to either return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement, except for archival copies which may be retained and shall be destroyed in accordance with the party's Record retention policy. Any such retained copies shall remain subject to this Section 5

5.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed, (ii) is or becomes publicly available or enters the public domain through no fault of the recipient, (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient without use of or reference to the Disclosing Party's Confidential Information and by employees or other authorized agents of the Receiving Party who have not been exposed to the Disclosing Party's Confidential Information; or (vi) is approved for release or disclosure in writing by the Disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required to: (a) comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the other Party; or (b) establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4 Equitable Relief. The Parties hereto agree that money damages would not be a sufficient remedy for breaches of Section 5 of this Agreement, and that each Party may seek injunctive relief, specific performance, or other equitable relief as a remedy for any such breach.

6. INTELLECTUAL PROPERTY

6 1. Gimmal. Customer acknowledges and agrees that Gimmal and its licensors own all right, title and interest, including all IP Rights, in and to all Confidential Information disclosed by Gimmal, the Licensed Software, any modifications or enhancements to the Licensed Software, and all software, associated documentation, hardware, and the work product resulting from all maintenance and support services, professional services, hosting services or any other services performed for the benefit of Customer, and any other materials, information, processes or subject matter proprietary to Gimmal provided under this Master Agreement. Gimmal expressly reserves all rights not expressly granted to Customer in this Agreement and all executed Addenda. Customer shall not knowingly engage in any act or omission that would impair the IP Rights of Gimmal or its licensors. In no event shall Customer obtain any ownership rights in or to the Confidential Information of Gimmal, the Licensed Software or any IP Rights of Gimmal. Customer shall not remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels on the Licensed Software, and shall include all such marks and symbols on each permitted archive copy of the Licensed Software.

6.2. Customer. Gimmal acknowledges and agrees that Customer and its licensors own all right, title and interest, including all IP Rights, in and to the Customer Data and all Confidential Information disclosed by Customer. Gimmal shall not knowingly engage in any act or omission that would impair Customer's IP Rights or Confidential Information. In no event shall Gimmal obtain any ownership rights in or to the Confidential Information of Customer, the Customer Data or Customer's IP Rights.

7. REPRESENTATIONS AND WARRANTIES

7.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations. Furthermore, each Party represents and warrants to the other that it has obtained, and will maintain throughout the term of this Agreement, all necessary prerequisite licenses and consents, and will comply with all applicable laws and regulations. All other warranties, if any, are specifically and conspicuously identified in the applicable Addenda hereto.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND ANY ADDENDA EXECUTED BY THE PARTIES IN CONNECTION WITH THIS MASTER AGREEMENT, (i) THE LICENSED SOFTWARE, AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY GIMMAL ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND (ii) GIMMAL MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND GIMMAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, OR QUALITY, MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY GIMMAL ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. GIMMAL DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR

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THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT GIMMAL'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY AND NOT FOR ANY THIRD PARTY.

8. LIMITATIONS OF LIABILITY

8.1. GIMMAL AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSESSION OF, USE OF, FAILURE OF, OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS WHETHER THE CLAIM OR LIABILITY IS BASED UPON ANY CONTRACT, TORT, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, AND NOTWITHSTANDING THAT ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

8.2. GIMMAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GIMMAL UNDER THE RELEVANT ADDENDUM DURING THE TWELVE MONTHS IMMEDIATELY BEFORE ANY EVENT GIVING RISE TO A CLAIM BY THE OTHER PARTY HEREUNDER. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS AGREEMENT.

8.3. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. INDEMNIFICATION

9.1. Indemnification by Gimmal

9.1.1. Gimmal shall indemnify, defend and hold harmless Customer from and against all losses, liabilities, damages, claims, costs and reasonable expenses (including reasonable attorneys' fees) arising out of or related to a third party claim that Customer's use of, or access to, the Licensed Software infringes A United States patent, copyright or trademark or misappropriates any third party trade secrets (an "Infringement Claim"); provided that, Customer must give Gimmal (a) prompt written notice of such claim, in any event within ten (10) days after receiving written notice of the claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Gimmal may reasonably request, at Gimmal's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Gimmal shall not settle any third-party claim against Customer unless (x) such settlement completely and forever releases Customer with respect thereto or (y) Customer provides its prior written consent to such settlement. In any action for which Gimmal provides defense on behalf of

Customer, Customer may participate in such defense at its own expense by counsel of its choice.

9.1.2. Notwithstanding the foregoing, Gimmal shall have no obligation or liability with respect to an Infringement Claim that arises out of or relates to: (i) the combination, operation, or use of the Licensed Software with products, services, information, materials, technologies, business methods or processes not furnished or approved by Gimmal; (ii) any modification to the Licensed Software that is not created by Gimmal or is created at the direction of Customer; (iii) use of a version or release of the Licensed Software that is no longer supported by Gimmal; (iv) use of the Licensed Software without implementation of all applicable updates and error corrections; or (v) use of the Licensed Software other than in accordance with any applicable user documentation or specifications (the foregoing clauses 9.1.2 (i)-(v), collectively, "Customer Indemnity Responsibilities").

9.1.3. Upon the occurrence of any Infringement Claim for which indemnity is or may be due under this Section 9.1, or in the event that Gimmal believes that such a claim is likely, Gimmal will, at its option: (a) appropriately modify the Licensed Software to be non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) if the remedies set forth in clauses (a) and (b) above are not commercially feasible, as determined by Gimmal in its sole discretion, Gimmal may terminate this Agreement and the licenses granted pursuant to it on written notice to Customer.

9.1.4. THE PROVISIONS OF THIS SECTION 9.1 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF GIMMAL TO CUSTOMER, AND ARE CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

9.2 Indemnification by Customer. Customer shall indemnify, defend and hold harmless Gimmal from and against all losses, liabilities, damages, claims, costs and reasonable expenses costs and reasonable expenses (including reasonable attorneys' fees) resulting from any third party claim arising out of or related to: (i) the Customer Indemnity Responsibilities; (ii) any misappropriation or violation of Gimmal's rights in the Licensed Software or any Gimmal Confidential Information by any person who has obtained access to the Licensed Software through Customer, or (iii) any claims that any data, information or other content or materials provided to Gimmal by Customer under this Agreement is inaccurate, false, misleading, fraudulent, disparaging, or otherwise infringes or misappropriates the rights of a third-party. Gimmal agrees to give Customer: (a) prompt written notice of such claim, (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Customer may reasonably request, at Customer's expense in connection with such defense and/or settlement. Notwithstanding the foregoing, Customer shall not settle any third-party claim against Gimmal unless (x) such settlement completely and forever releases Gimmal with respect thereto or (y) Gimmal provides its prior written consent to such settlement. In any action for which Customer provides defense on behalf of Gimmal, Gimmal may participate in such defense at its own expense by counsel of its choice.

10. TERM AND TERMINATION

10.1 Agreement. Subject to Section 10.2 and 10.3, this Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated in accordance with its terms.

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10.2. Termination on Expiration of Addenda. Upon expiration or termination of any and all Addenda executed under these Master Terms, either Party may terminate the Master Agreement by giving not less than thirty (30) days written notice to the other Party.

10.3. Termination for Breach. Either Party may terminate this Agreement or any Addendum to this Agreement, in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party; specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within sixty (60) calendar days of receipt of such notice, and the non-breaching Party may terminate this Addendum in the event that such cure is not made within such sixty (60)-day period to the reasonable satisfaction of the non-breaching Party. Without limiting the foregoing, Gimmal may terminate this Agreement or any Addendum to this Agreement upon written notice in the event that Customer breaches Section 4 of the Software License and Support Addendum, Section 4 of the Subscription License Addendum, or Section 3 of the Subscription Services Addendum, as applicable or becomes insolvent or enters bankruptcy prior to payment of all undisputed amounts due under this Agreement.

10.4. Termination of Individual Addenda. In addition to each Party's rights under Sections 10.2 and 10.3, each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including these Master Terms and any other Addenda) shall remain in full force and effect in accordance with its terms.

10.5. Accrued Obligations. Termination of this Agreement and/or any particular Addendum shall not release either Party from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Section 9 shall incur no additional liability merely by virtue of such termination except where specifically provided for in the relevant Addendum.

10.6. Cumulative Remedies. Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

10.7. Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information, (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; except for archival copies which may be retained and shall be destroyed in accordance with the Party's record retention policy and (iv) shall promptly pay all amounts due and remaining payable hereunder.

10.8. Survival of Obligations. The provisions of Sections 4, 5, 6, 7.2, 8, 9, 10.4, 10.5, 10.6, 10.7, 10.8 and 11, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. MISCELLANEOUS

11.1. Applicable Law, Venue and Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS RULES REGARDING CONFLICTS OF LAWS. THE PARTIES AGREE THAT, SUBJECT TO SECTION 11.2 (DISPUTE RESOLUTION; ARBITRATION), ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF CALIFORNIA.

11.2. Dispute Resolution; Arbitration. Except with respect to equitable remedies and disputes related to the Licensed Software or Confidential Information, any dispute, claim, controversy, or disagreement between the Parties arising from or relating to this agreement or the breach thereof (a "**Dispute**") shall be resolved in accordance with this dispute resolution procedure.

11.2.1. Negotiation. Initially, Gimmal's Project Manager and Customer's Project Manager will work to resolve any Dispute. If Gimmal's Project Manager and Customer's Project Manager cannot resolve the Dispute within a reasonable period of time, either Party may initiate this dispute resolution process by giving written notice to other Party and the Parties shall use their good faith efforts, using senior representatives (having the authority to negotiate and bind their employer), to resolve the Dispute.

11.2.2. Arbitration. If the Parties do not resolve the Dispute within a period of thirty (30) days following the written notice initiating the dispute resolution, then, upon written notice by either Party to the other, the Dispute shall be finally settled by confidential binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration panel shall be comprised of three neutral arbitrators, each of whom shall have experience with and knowledge of technology law, and at least one of which must be an attorney. Each Party shall appoint one arbitrator and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. The arbitrators shall apply the governing law of this agreement (without giving effect to its conflicts of law rules) to all aspects of the Dispute, the decision of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The place of arbitration shall be Houston, Texas USA. The language of the arbitration shall be English. Except as may be required by applicable law or as ordered by any court of competent jurisdiction, neither Party, nor their representatives, nor any arbitrator may disclose the existence, subject, evidence, proceedings, or results of any arbitration hereunder without the prior written consent of the other Party.

11.2.3 Notwithstanding the above, the Parties shall, without delay, continue to perform their respective obligations under this Agreement which is not affected by the Dispute.

11.3. Export Compliance. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Subscription Services. Without limiting the foregoing, (a) each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and (b) Customer shall not permit Authorized Users to access or use the Subscription

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Services in violation of any U.S. export embargo, prohibition, or restriction.

11.4 Force Majeure. Either Party shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of such Party. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

11.5 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of overnight courier, charges prepaid, to the Parties to the Agreement as identified on the cover page to these Master Terms, or addressed to such other address as that Party may have given by written notice in accordance with this provision.

11.6 Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Gimmal and Customer and their successors and permitted assigns.

11.7 Marketing. Upon Customer's prior written approval, Gimmal may issue a press release announcing (a) Customer's selection of Gimmal's product and services; and/or (b) Customer's successful deployment of the Gimmal products and services. Customer agrees to have an authorized Customer representative provide a quote for these press releases. Furthermore, Customer agrees that Gimmal may refer to Customer in its marketing and promotional materials, verbally and/or in writing, provided Customer has provided its approval prior to publication thereof.

11.8. Independent Contractors. Customer and Gimmal acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Further, nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either Gimmal or any employee or agent of Gimmal.

11.9. Amendment. No amendment to this Agreement or any Addendum shall be valid unless it is made in writing and is signed by the authorized representatives of the Parties.

11.10. Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

11.11. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.12. No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

11.14 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

11.15. Entire Agreement. This Agreement (together with any Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein, except where specifically amended through addenda subsequent in time to this Master Agreement and mutually signed by both Parties.

11.16. No Solicitation. Each Party agrees that during the term of this Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any employee or consultant of the other Party without the prior written consent of the other Party. In the event a Party offers employment or engagement (whether as an employee, independent contractor or consultant) to an employee or consultant of the other Party it shall pay to other Party an amount equal to one (1) year's salary of such employee or consultant as to help offset costs the other Party will incur to replace the employee and provide training to the new employee(s). The obligations set forth herein shall not apply to recruiting through job postings made available to the general public (for example, through newspaper or online job postings).

[END OF MASTER TERMS]

GIMMAL LLC
Subscription License Addendum

This SUBSCRIPTION LICENSE ADDENDUM (the "Addendum") is an addendum to, and is hereby incorporated into, the Master Agreement dated **May 17, 2018**, between Gimmal LLC, and the **San Diego Unified Port District ("Customer")**.

1. DEFINITIONS. Capitalized terms used in this Addendum shall have the meaning ascribed to them in the Master Agreement, unless otherwise defined in this Addendum. In addition to capitalized terms that are otherwise defined in the Master Agreement or this Addendum, the following capitalized terms shall have the meanings set forth in this Section 1.

1.1. "**Authorized Systems**' means computer systems, storage devices and networks owned, operated or under the supervision and control of Customer for which licenses have been purchased under this Addendum.

1.2. '**Authorized Users**" means any employees, agents or independent contractors of Customer that are licensed and authorized to access the Licensed Software according to the applicable Order Form, solely for Customer's internal business purposes, provided that, any agent or independent contractor shall not be an Authorized User unless and until such agent or independent contractor has entered into a binding contractual agreement with Customer, which agreement is no less protective of Gimmal and its proprietary rights than the terms of this Agreement.

1.3. "**Covered Application**" means collectively, any proprietary software application(s) that form(s) a part of the Licensed Software, for which Customer is then current on all applicable maintenance and support fees.

1.4. '**Documentation**" means Gimmal's standard user manuals and/or related documentation generally made available to licensees of the Licensed Software.

1.5. "**Eligible Customer Personnel**" means up to two (2) Customer personnel designated by Customer to receive Technical Support from Gimmal.

1.6. "**Licensed Software**" means Gimmal proprietary software application(s), interfaces, tools, as well as any Third Party Software for which a license is granted or to which access is granted pursuant this Addendum.

1.7. "**Order Form**" means the ordering documents for purchases of Licensed Software hereunder, that are entered into between Customer and Gimmal from time to time under this Agreement. Order Forms shall be deemed incorporated herein by reference.

1.8. "**Software Error**" means any material nonconformity of the Covered Application with the Documentation reported by to Gimmal by Eligible Customer Personnel, for which Gimmal has confirmed that Customer has provided enough information for Gimmal to replicate the nonconformity on a computer configuration that both comparable to the Authorized System and is under the control of Gimmal.

1.9. "**Software Update**" means any version of the Covered Application, developed subsequent to the Effective Date, which implements minor improvements or augmentations, or which corrects failures of the Covered Application to materially conform to the then-current Documentation.

1.10. "**Software Upgrade**" means any version of the Covered Application, developed subsequent to the Effective Date of this Addendum, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Covered Application, but which does not constitute merely a Software Update (as determined by Gimmal), and which is not marketed by Gimmal as a separate product and/or service.

1.11. "**Technical Support**" means the provision of responses by qualified Gimmal personnel to questions from Eligible Customer Personnel related to use and operation of the Covered Application, including basic instruction or assistance related to functional errors in the Covered Application.

1.12. **Third Party Software**" means third party applications licensed to Gimmal for use in connection with the Gimmal Applications, as identified in the applicable Order Form.

2. LICENSE GRANT

2.1. Software License. Subject to the terms and conditions of the Master Agreement and this Addendum, Gimmal hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicenseable right and license during the License Term specified on the applicable Order Form to: (i) install and operate the Licensed Software listed in the Order Form on Authorized Systems solely in accordance with applicable, standard Documentation provided by Gimmal; (ii) permit Authorized Users to access and use the Licensed Software solely for Client's internal business purposes.

2.2. Documentation License. Subject to the terms and conditions of the Master Agreement and this Addendum, Gimmal hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license during the License Term specified on the applicable Order Form to: (i) access and use the Documentation provided by Gimmal for the purposes of installing and operating the Licensed Software in accordance with the Master Agreement; and (ii) make copies of the Documentation provided by Gimmal, solely for use by individual Internal Users. Customer acknowledges that no rights are granted to modify, adapt, translate, publicly display, publish, create derivative works or distribute the Documentation (except for internal distribution to Internal Users for Customer's internal use).

2.3. Copies. Customer may, at its own expense, make one (1) copy of the Licensed Software solely for archival or back-up purposes. Customer may make additional copies of the Licensed Software only with the express written permission of Gimmal. Customer shall maintain a log of the location of all originals and copies of the Licensed Software.

2.4. No Source Code. Nothing in this Addendum shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the Licensed Software or any portion thereof is compiled or interpreted.

2.5. Delivery. As soon as commercially practicable after the Effective Date of this Addendum, Gimmal shall deliver electronically to Customer the Licensed Software and the Documentation. Notwithstanding any provision under a separate Addendum which may require Gimmal to perform certain services in the nature of installation of the Licensed Software or configuration of Customer's computers, networks or other

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systems, for purposes of this Addendum delivery shall be deemed complete upon receipt by Customer of the Licensed Software and Documentation (the "Delivery Date").

2.6. Annual True-Up. Annually, upon the anniversary of the applicable Order Form, Customer shall provide Gimmal a statement (the "Annual True-Up Statement) identifying the greatest number of concurrent users of the Licensed Software since the last reported usage, and reasonably sufficient documentation to support the statement. In the event the reported usage exceeds the number of Authorized Users, then Customer shall pay any additional license and support fees due as a result of the overage.

2.7. Audit Rights. During the term of this Addendum, and for a period of twelve (12) months beyond the expiration or termination thereof, Gimmal will have the right, at its own expense, upon forty-five (45) calendar day's prior written notice, to inspect and audit Customer's use of the Licensed Software and Documentation for purposes of determining Customer s compliance with the terms and conditions herein. Customer agrees to cooperate with Gimmal in the performance of any such audit, and shall provide to Gimmal such access to Customer's relevant records, data, information, personnel and/or facilities as Gimmal may reasonably request for such limited purposes. In the event the audit reveals that Customer has not complied with the limitations, restrictions, or termination provisions of this Addendum and its associated Order Forms, Customer shall promptly pay the correct license and support and/or software assurance fees, as applicable, for the period(s) in which Customer was not compliant with the limitations, restrictions, or termination provisions of this Addendum and its associated Order Forms, plus an additional ten percent (10%) of all amounts due.

3. RESERVATION OF RIGHTS; OWNERSHIP. Without prejudice to the provisions of Section 6.1 of the Master Terms, all rights not expressly granted in this Addendum are reserved by Gimmal and its licensors. Customer acknowledges that: (i) all Licensed Software and Documentation is licensed and not sold; (ii) Customer acquires only the right to use the Licensed Software, and Gimmal and its third party licensors shall retain sole and exclusive ownership and all rights, title, and interest in, including IP Rights embodied or associated with, the Licensed Software, and all copies modifications and derivative works thereof (whether developed by Gimmal, Customer or a third party), and (iii) the Licensed Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Gimmal and its third party licensors. Customer further acknowledges that Gimmal retains the right to use the Licensed Software for any purpose in Gimmal's sole discretion.

4. GENERAL RESTRICTIONS AND LIMITATIONS

4.1. Prohibited Uses. Customer will not use the Licensed Software or Documentation for any purposes beyond the scope of the licenses granted in this Addendum. Without limiting the foregoing, Customer will not: (i) authorize or permit use of the Licensed Software or Documentation by persons other than Authorized Users; (ii) market or distribute the Licensed Software or the Documentation; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Addendum; (iv) use the Licensed Software in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party, provided, however, that Customer's use of the

Licensed Software to provide services to its members and to members of the general public shall not be considered to be the operation of a service bureau within this Section or otherwise considered to be prohibited under the Agreement; (v) modify or create any derivative works of the Licensed Software (or any component thereof) or Documentation, except for internal business purposes as contemplated in the Documentation and in part (vi) of this Section 4.1; (vi) combine or integrate the Licensed Software with, software or technology not provided to Customer by Gimmal hereunder, except by means of data exchange and/or dynamic function calls via the APIs or web services of the Licensed Software as expressly contemplated in the Documentation as necessary for ordinary operation of the Licensed Software as contemplated herein; or (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or derive the source code from which any component of the Licensed Software are compiled or interpreted.

4.2. Authorized Users. Customer shall be responsible for all acts and omissions of Authorized Users in use of the Licensed Software. Any act or omission by an Authorized User in use of the Licensed Software which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement applicable to such Authorized User's use of the Licensed Software under this Addendum, and shall not authorize or knowingly permit use of the Licensed Software by any Authorized Users inconsistent with this Agreement.

4.3. Third-Party Restrictions. Customer shall undertake all measures reasonably necessary to ensure that its use of the Licensed Software and the Documentation complies with any third party license terms or restrictions set forth in the applicable Order Form.

4.4. Compliance with Laws. Each of the Parties shall undertake all measures necessary to ensure that its use of the Licensed Software and the Documentation complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties, the Licensed Software or the Documentation, including, without limitation, by means of obtaining any permits, licenses and/or approvals required with respect to export regulations promulgated by the Bureau of Export Administration or any other agency or department of the federal government of the United States of America. Customer acknowledges that Gimmal makes no representation or warranty that the Licensed Software may be exported without appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained.

4.5. Proprietary Notices. Customer shall duplicate all proprietary notices and legends of Gimmal and its suppliers or licensors upon any and all copies of the Licensed Software and Documentation made by Customer. Customer shall not remove, alter or obscure any such proprietary notice or legend from the Licensed Software or Documentation, or any copies thereof.

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5. MAINTENANCE AND SUPPORT

5.1. Technology Maintenance

5.1.1. Procedural Workarounds and Error Corrections Provided that (i) Customer, acting through Eligible Customer Personnel properly reports a Software Error and (i) Customer has paid all fees due under the Master Agreement, Gimmal will use its commercially reasonable efforts to either correct or develop workarounds for Software Errors in accordance with the Handbook (defined herein); provided, however, if Gimmal determines in good faith that any such Software Error is the result of errors or misstatements in the Documentation, Gimmal shall correct such non-conformity solely by amending the Documentation, as necessary, and providing notice to Customer of such amendment

5.1.2. Software Updates From time to time Gimmal may, in its discretion, develop Software Updates. Gimmal will make such Software Updates available to Customer, by the same means or methods by which the relevant Covered Application is made available, provided that Customer has paid all fees due under the Master Agreement. Any such Software Updates provided hereunder will be deemed to constitute part of the Licensed Software and will be subject to all the terms and provisions the Master Agreement including, without limitation, terms and provisions related to licenses, usage restrictions and ownership Gimmal is not under any obligation to develop any future programs or functionality.

5.1.3. Software Upgrades. From time to time Gimmal may, in its discretion, develop Software Upgrades Gimmal will make such Software Upgrades available to Customer, by the same means or methods by which the relevant Covered Application is made available, provided that Customer has paid all other fees due under the Master Agreement Any such Software upgrades provided hereunder will be deemed to constitute part of the Licensed Software and will be subject to all the terms and provisions of the Master Agreement including, without limitation, terms and provisions related to licenses, usage restrictions and ownership Gimmal is not under any obligation to develop any future programs or functionality.

5.2 Technical Support

5.2.1. Technical Support Policies and Procedures. Gimmal will provide Technical Support to Customer (acting through its Eligible Customer Personnel) in accordance with the Maintenance and Support terms available on Gimmal's web site at http://www.gimmal.com/support Gimmal reserves the right to modify these terms from time-to-time and, other than immaterial changes and corrections will give Customer reasonable notice of modifications to these terms.

5.2.2. Eligible Customer Personnel Customer may designate up to two (2) Eligible Customer Personnel and Customer shall designate one of the Eligible Customer Personnel as the sole individual who sets priorities with Gimmal for support. Eligible Customer Personnel must be knowledgeable about the Covered Application, and are assumed to have a baseline understanding of reported Software Errors and the ability to reproduce the error. Customer has the right to substitute personnel at any time by written notice to Gimmal (which may include notice by email or other electronic transmission).

5.2.3. Customer Access Customer acting through its Eligible Customer Personnel, shall provide such information and/or access to Customer resources as Gimmal may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem or VPN connection to relevant Customer servers, minimally intrusive access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by Gimmal for purposes of performing its obligations hereunder. Gimmal shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform its obligations under this Section 5.2.3.

5.3. Limitations

5.3.1. Eligible Customer Personnel. Gimmal shall have no obligation to provide Technical Support, by any means, to any entity or individual other than Eligible Customer Personnel.

5.3.2. Gimmal Corporate Holidays. Gimmal shall have no obligation to provide Technical Support during any Gimmal Corporate Holiday, which, as of the Effective Date of this Addendum, include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. Gimmal reserves the right to change its corporate holidays from year-to-year and will use its commercially reasonable efforts to notify Customer of any such changes.

5.3.3. Technical Support Exemptions. Unless otherwise agreed by the Parties, Gimmal shall have no obligation to provide Technical Support with respect to any Software Error resulting from: (i) use of the Covered Application other than according to the terms of the Master Agreement and this Addendum; (ii) any modification of the Covered Application created by Customer or any third party, or (iii) any combination or integration of the Covered Application with hardware, software and/or technology not approved by Gimmal, except to the extent such combination is contemplated under this Agreement or unless Customer can demonstrate that the Software Error(s) exist irrespective of any conditions set forth in this Section 5.3.3. If any of the foregoing conditions apply, Gimmal will use commercially reasonable efforts, upon Customer's request, to provide Technical Support as provided for in this Agreement at Gimmal's prevailing and usual hourly rates.

5.3.4. Version Requirements. Gimmal shall not be required to provide Technical Support for any version of a Covered Application that was made generally available by Gimmal more than twenty-four (24)-months prior to the applicable request for Technical Support

5.3.5. Compliance with Third-Party Constraints Gimmal shall not be required to provide Technical Support to the extent the provision thereof would violate Gimmal's obligations to, or the IP Rights of, its third party licensors and suppliers.

6. FEES AND PAYMENTS. Customer shall pay to Gimmal any and all amounts due under this Addendum in accordance with Section 4 of the Master Terms.

7. LIMITATION ON LIABILITY. EXCEPT FOR A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER OR WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, GIMMAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM OR ANY LICENSED SOFTWARE OR TECHNICAL SUPPORT, REGARDLESS OF THE FORM OF

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ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GIMMAL PURSUANT TO THIS ADDENDUM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION FOR THE LICENSED SOFTWARE OR TECHNICAL SUPPORT UPON WHICH DAMAGES OR COSTS ARE BASED. CUSTOMER HEREBY RELEASES GIMMAL FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS ADDENDUM. GIMMAL'S ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 7 AND THIS SECTION 7 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS ADDENDUM.

8. WARRANTIES AND LIMITATIONS

8.1. Software Warranty. Gimmal warrants that the Licensed Software will conform in all material respects to the Documentation for a period of one hundred eighty (180) days following the Effective Date.

8.2. Remedies. Customer will notify Gimmal in writing of any non-conformity with the warranty specified in Section 8.1, which notice shall include a detailed description of the non-conformity such that Gimmal can reproduce the non-conformity. Upon receipt of such written notice, Gimmal shall, at its expense, promptly repair, replace or modify the affected Licensed Software so that it is compliant. If Gimmal determines that it is not commercially feasible to repair, replace or modify the affected Licensed Software so that it is compliant, Gimmal may terminate the license to use the non-confirming Licensed Software and pay Customer a refund equal to the License Fees paid for the non-conforming Licensed Software, depreciated on a five-year straight-line basis. THIS SECTION 8.2 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET FORTH IN SECTION 8.1 ABOVE.

8.3. Exclusions. The limited warranty in Section 8.1 is void and shall not apply if: (i) the Licensed Software is not used in accordance with the Documentation or this Addendum; (ii) the non-conformity results from accident, abuse, misuse or misapplication of the Licensed Software; (iii) the Licensed Software has been customized, modified, enhanced or altered (other than by Gimmal); (iv) the Licensed Software is used in combination or integration with hardware, software and/or technology not approved by Gimmal; or (v) Customer is not using the most recent Support Updates to the Licensed Software.

8.4. Third Party Software. Gimmal represents and warrants that it has obtained valid licenses to use and to license to Customer all third party products provided to Customer hereunder.

8.5. Limitation of Warranties and Liability. GIMMAL MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS SECTION 8. THIS ADDENDUM IS SUBJECT TO ALL OF THE DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 7 AND 8 OF THE MASTER TERMS. WITHOUT LIMITING THE FOREGOING, CUSTOMER AGREES THAT GIMMAL WILL HAVE NO LIABILITY UNDER THIS ADDENDUM FOR ANY FAILURE OR DELAY IN PERFORMING ARISING DIRECTLY FROM A MATERIAL FAILURE BY CUSTOMER TO PERFORM ITS OBLIGATIONS HEREUNDER.

9. TERM; TERMINATION

9.1. Term. This Addendum shall become effective upon the Effective Date hereof, and shall continue in effect unless and until it is earlier terminated in accordance with this Section 9.

9.2. Subscription License Term. The Subscription License Term shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, the Subscription License will automatically renew for an additional one (1) year period, unless either Party provides notice of non-renewal at least ninety (90) days prior to the expiration of the relevant Subscription License Term.

9.3. Termination for Breach. Either Party may, at its option and subject to the Master Terms, terminate this Addendum in the event of a material breach by the other Party pursuant to Section 9.3 of the Master Terms.

9.4. Effect of Termination. Upon any termination of this Addendum, Customer shall (i) immediately discontinue all use of the Licensed Software and Documentation; and (ii) promptly pay to Gimmal all amounts due and payable under this Addendum.

9.5. Survival. The provisions of Sections 2.6, 3, 6, 7, 8.5, 9.3 and 9.4 will survive termination of this Addendum.

10. GENERAL

10.1. United States Government End-Users. The Licensed Software is a "commercial item," as that term is defined in 48 C.F.R 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States Government end-users acquire the Licensed Software only as a "commercial item" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Addendum.

[SIGNATURE PAGE TO FOLLOW.]

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The Parties have caused their duly authorized representatives to execute this Addendum as of the dates set forth below.

	Customer		Gimmal
By:	*Keith Coffey* (signature)	By:	*Mark Johnson* (signature)
Name:	Keith Coffey	Name:	Mark Johnson
Title:	CTO	Title:	President
Date:	5-17-2018	Date:	May 10, 2018 | 2:13:06 PM CDT

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Professional Services Addendum

This PROFESSIONAL SERVICES ADDENDUM (the Addendum") is an addendum to, and is hereby incorporated into, the Master Agreement dated **May 17, 2018**, between Gimmal LLC, and the **San Diego Unified Port District** ("Customer").

1. DEFINITIONS. Capitalized terms used in this Addendum shall have the meaning ascribed to them in the Master Agreement unless otherwise defined in this Addendum. In addition to capitalized terms that are otherwise defined in the Master Agreement or this Addendum, the following capitalized terms shall have the meanings set forth in this Section 1.

1.1. "**Professional Services**' means, in each instance, the installation, implementation, planning, project management, data conversion, configuration, deployment, integration, customization, tra ning, consulting or other professional services provided by Gimmal to Customer pursuant to an SOW under this Addendum.

1.2. "**Statement of Work** ("SOW") means an order executed by both Parties by which Customer orders Professional Services under this Addendum, each of which shall reference the Master Agreement and this Addendum and shall be an exhibit hereto. The SOW shall describe the desired services, fees, costs and expenses payable by the Customer to Gimmal in connection with the performance of such services. Each SOW shall contain, at a minimum, the following information: (i) the scope of the Professional Services to be provided; (ii) applicable rates and fees; (iii) responsibilities and dependencies of each Party; (iv) agreed upon Work Product and specific deliverables, if any; and (v) signatures of an authorized representative of each Party.

1.3. "**Work Product** means any expression of Gimmal s findings, developments, inventions, analyses, conclusions, opinions, recommendations, ideas, techniques, designs programs, enhancements, modifications, interfaces, source code, object code and other technical information resulting from the performance of Professional Services.

2. PROFESSIONAL SERVICES

2 1. Professional Services. From time to time, so long as the Master Agreement and this Addendum remain in full force and effect, the Parties may, but are under no obligation to, enter one or more SOWs pursuant to which the Customer may engage Gimmal to provide Professional Services. Each such SOW shall be made pursuant to this Addendum and shall be considered a separate engagement No Professional Services shall be furnished by Gimmal to Customer by virtue of delivering this Addendum alone, but shall require the execut'on of an SOW by both Parties.

2.2. Issuance of SOWs The Customer may request that Gimmal perform Professional Services by delivering a written SOW. The Customer shall notify Gimmal of its acceptance or rejection of such SOW. Gimmal shall have no obligation to provide Professional Services without a fully-executed SOW. Each SOW, regardless of whether it relates to the same subject matter as any previously executed SOW(s), shall become effective upon execution by authorized representatives of both Parties

2.3. Scope Modifications Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular SOW by written reques t to Gimmal specifying the desired modifications Gimmal shall submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the SOW. If accepted in writing by Customer, such modifications in the SOW shall be performed under the terms of this Addendum Modifications in any SOW shall become effective only when a written change request is executed by an authorized representative of each Party.

2.4. Gimmal Personnel. Gimmal shall be responsible for securing, managing, scheduling, coordinating and supervising Gimmal personnel, including its subcontractors, performing the Professional Services. Gimmal will designate a Gimmal project manager in each SOW who will be responsible for coordinating Gimmal's provision of Professional Services under such SOW Gimmal shall have the right to remove or replace any personnel providing Professional Services with similarly skilled personnel. Gimmal shall provide reasonable notice to Customer of any change in personnel providing Professional Services. Gimmal may, in its sole discretion, subcontract or delegate any work under any SOW to any third party without Customer's prior written consent, provided that, Gimmal shall remain responsible for the performance, acts and omissions of any such subcontractors. Customer may request that Gimmal remove or replace Gimmal personnel if Customer believes, in Customer's reasonable discretion that such personnel's involvement is inappropriate, unsafe or detrimental to the delivery of the Professional Services. In the event such a request is made, it is agreed by the Parties that any project timelines shall automatically extend by the amount of time required to replace said personnel and assimilate the new personnel into the project.

3. CUSTOMER RESPONSIBILITIES

3.1. Cooperation Customer shall perform its obligations as set forth in the applicable SOW, as well as the following obligations (i) designate and provide for each SOW one Customer project manager who will be responsible for coordinating the Customer obligations under an SOW; (ii) provide sufficient, qualified, knowledgeable personnel capable of· (a) performing Customer obligations set forth in each SOW, (b) making timely decisions necessary to move the Professional Services forward; and (c) participating in the project and assisting Gimmal in rendering the Professional Services; (iii) provide Gimmal with reasonable access to Customer's facilities during Customer's normal business hours and otherwise as reasonably requested by Gimmal in order to enable Gimmal to perform the Professional Services; (iv) in the case of on-site Professional Services provide Gimmal with such working space as Gimmal may reasonably request; and (v) perform such other duties and tasks as set forth in an applicable SOW to facilitate Gimmal's performance of the Professional Services.

3.2. Condition for Professional Services. Customer acknowledges and agrees (i) Gimmal's ability to perform the Professional Services is conditioned upon Customer s timely performance of the Customer obligations and any assumptions described in the applicable SOW, and (ii) the performance of the Customer obligations is materia' to Gimmal's ab'lity to commence. proceed with and complete the Professional Services. In the event Customer does not perform Customer obligations in a timely manner, Gimmal may take any action as set forth in the applicable SOW, or term nate the applicable SOW in accordance with this Addendum and the Master Agreement

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3.3. Acceptance. Upon delivery of Professional Services as specified in the applicable SOW (the "Deliverable"), Customer shall have thirty (30) days to accept or reject the Deliverable, or any portion thereof, and specify with sufficient technical precision the reason for such rejection so that Gimmal understands any modifications required to make the Deliverable acceptable. Upon receipt of such notification of rejection, Gimmal shall have a commercially reasonable period of time in which to make the Deliverable acceptable to Customer. In the event Gimmal does not deliver an acceptable Deliverable or revised Deliverable, Customer's sole remedy will be a refund of amounts paid to Gimmal for such Deliverable. In the event Gimmal delivers a revised Deliverable, Customer shall have thirty (30) days to accept or reject the Deliverable. In the event Customer fails to provide written notice of rejection of any Deliverable or revised Deliverable within thirty (30) days, the Deliverable shall be deemed to be accepted.

4. PROPRIETARY RIGHTS

4.1. Proprietary Rights. All Confidential Information of either Party provided or made available to the other Party under this Addendum shall be subject to the applicable provisions of the Master Terms. All Work Product, including, without limitation, any modifications, extensions or enhancements to the Licensed Software, shall be solely owned by Gimmal, except to the extent any portion of the foregoing embodies Customer's Confidential Information and subject to the usage rights granted to Customer under the relevant SOW. Any modifications, extensions or enhancements to the Licensed Software developed under this Addendum will constitute a portion of the Licensed Software and shall be subject to all applicable terms and conditions of the Master Terms and any Addenda that are otherwise applicable to the Licensed Software, including without limitation, provisions regarding ownership, license rights and usage restrictions.

4.2. Work Product and Custom Materials Notwithstanding anything to the contrary in this Addendum.

4.2.1. All Work Product created under this Addendum, including all IP Rights related thereto, shall be owned by Gimmal and is licensed nonexclusively to Customer pursuant to the terms of the Master Agreement

4.2.2. All Work Product created exclusively for Customer, and all IP Rights related thereto (collectively, "Custom Materials") shall be solely owned by Gimmal provided, that "Custom Materials" shall not include Customer's Confidential Information, which will be solely owned by Customer.

4.2.3. To the extent Customer acquires any rights in the Work Product or Custom Materials, Customer hereby assigns such rights to Gimmal. Customer shall give Gimmal all reasonable assistance and execute all documents necessary to assist or enable Gimmal to perfect, preserve, register and/or record such assignment and Gimmal's rights in any Work Product or Custom Materials.

5. FEES AND PAYMENTS.

5.1. Fees. Fees for any and all Professional Services shall be based on then-current hourly rates (unless otherwise agreed in the applicable SOW) Customer shall pay to Gimmal all fees as required by a particular SOW, plus any reasonable and necessary out-of-pocket travel expenses incurred and approved by Customer, all in accordance with the applicable SOW, this Section 5 and Section 4 of the Master Terms.

5.2. Travel. Customer shall reimburse Gimmal for reasonable, actual, out of pocket travel expenses and related costs, incurred by Gimmal employees and subcontractors for travel from Gimmal's office to Customer's offices, provided that such expense and costs are consistent with Customer's own travel policies and approved in advance by Customer.

5.3. Operating Expenses. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under this Addendum.

6. LIMITATION ON LIABILITY. GIMMAL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM OR ANY PROFESSIONAL SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GIMMAL PURSUANT TO THE APPLICABLE SOW DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION FOR THE PROFESSIONAL SERVICES UPON WHICH DAMAGES OR COSTS ARE BASED. CUSTOMER HEREBY RELEASES GIMMAL FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION OF ENTERING INTO THIS ADDENDUM. GIMMAL'S ENTIRE LIABILITY IS SET FORTH IN THIS SECTION 6 AND THIS SECTION 6 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS ADDENDUM.

7. WARRANTIES AND LIMITATIONS.

7.1. Limited Warranty. Gimmal warrants the Professional Services performed hereunder will be performed in a professional and workmanlike manner, using sound principles, accepted industry practices and competent personnel ("Professional Services Warranty"). The Professional Services Warranty shall not apply if the Work Product is implemented, customized, modified, enhanced or altered by Customer or any third party that is not specifically retained by Gimmal as a contractor for such purposes.

7.2. Exclusive Remedy Customer's sole and exclusive remedy and Gimmal's sole obligation, in the event of a breach of the Professional Services Warranty is for Gimmal, at its expense, to re-perform the Professional Services which were not as warranted, provided Gimmal has received notice from Customer within thirty (30) calendar days of the completion of the Professional Services that Customer alleges were not performed consistent with the Professional Services Warranty. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 7 SETS FORTH GIMMAL'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY SET FORTH IN SECTION 7.1 ABOVE.

7.3. Disclaimer GIMMAL MAKES NO ADDITIONAL REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND THE PARTIES AGREE THAT THIS ADDENDUM IS SUBJECT TO ALL REPRESENTATIONS, WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN THE MASTER TERMS. WITHOUT LIMITING THE FOREGOING, CUSTOMER AGREES THAT GIMMAL WILL HAVE NO LIABILITY UNDER THIS ADDENDUM FOR ANY FAILURE OR DELAY IN PERFORMING ARISING

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GIMMAL LLC
Professional Services Addendum

DIRECTLY FROM A MATERIAL FAILURE BY CUSTOMER TO PERFORM ITS OBLIGATIONS HEREUNDER.

8. TERM; TERMINATION

8 1. Term. This Addendum shall become effective upon the Effective Date hereof, and shall continue in effect until it is earlier terminated in accordance with this Section 8. Unless otherwise stated in the applicable SOW, the term of each SOW shall last until performance there under is completed.

8 2. Termination on Completion of SOWs. Upon expiration or termination of any and all SOWs under this Addendum, either Party may terminate this Addendum by giving not less than thirty (30) days written notice to the other Party. Notwithstanding the foregoing, this Addendum shall remain in effect for a period of not less than one (1) year from the Effective Date.

8.3. Termination for Breach. Either Party may, at its option, terminate this Addendum and all outstanding SOWs hereunder, in the event of a material breach by the other Party pursuant to Section 10.3 of the Master Terms.

8.4. Effect of Termination. Upon termination or expiration of this Addendum, Customer shall promptly pay to Gimmal all amounts due for work completed under this Addendum.
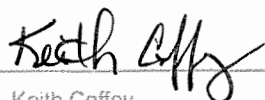
8.5. Survival. The provisions of Sections 4, 5, 6, 7.3, 8.4 and 8.5 will survive the termination of this Addendum.
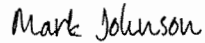
[SIGNATURE PAGE TO FOLLOW.]

GIMMAL LLC
Professional Services Addendum

The Parties have caused their duly authorized representatives to execute this Addendum as of the dates set forth below.

	Customer		Gimmal
By:	*Keith Coffey*	By:	*Mark Johnson*
Name:	Keith Coffey	Name:	Mark Johnson
Title:	CTO	Title:	President
Date:	5-17-2018	Date:	May 10, 2018 | 2:13:06 PM CDT

Professional Services Addendum Signature Page

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STATEMENT OF WORK
San Diego Unified Port District

Gimmal Governance and Federated Records Management
Proof of Concept (POC)

A. Overview

Gimmal will support the San Diego Unified Port District ("District") with an implementation of its Governance and Federated Records Management software, for the purposes of completing a Proof of Concept ("POC") for classification and policy management of records in SharePoint. The implementation of the Federated Records Management software will take place in a non-production, proof of concept on premises environment of District's choosing. As part of the initial POC, Gimmal will install and configure its Governance and Federated Records Management software, along with loading a small portion of District's file plan. The file plan will be dictated by records classifications and use cases provided by District staff, and a cross-section of District's current Records Retention Schedule. After Gimmal has fully completed the implementation, District users will be granted access to the Proof of Concept for forty-five (45) days, with an optional fifteen (15) day extension.

B. Scope of Services

1. Summary
   a. Gimmal will provide professional services to deliver its Federated Records Management software in a non-production, Proof of Concept SharePoint on premises environment of District's choosing.
   b. Gimmal will install and configure the solution, along with loading a small portion of District's records retention schedule. District will provide use cases and records classifications to be used.
   c. Gimmal's implementation is expected to take one (1) month.
   d. Once implementation has completed, Gimmal will provide:
      i. A two-day training class to District employees who will be POC participants
      ii. Two weeks of as-needed support to POC participants
   e. Access to the POC will be for forty-five (45) days post-delivery, with an optional fifteen (15) day extension if needed by District.

2. Key Activities

a. All activities will take place during the course of Gimmal's implementation, which is anticipated to be thirty (30) days.

    i. Installation of Gimmal Federated Records Management to create a Proof of Concept environment for the Federated Records Management Information Lifecycle, per District records retention requirements and processes.

    ii. Gimmal will create sample records, based on District-provided use cases and its current Records Retention schedule, within one SharePoint collection site in the test environment dictated by District.

        1. Gimmal will import a portion of District's Retention Schedule, per direction and input from District staff, to include: importing and creating Record Classes; Triggers; and applicable Retention Periods.

    iii. Gimmal will provide access for up to fifteen (15) District users to the POC environment.

        1. One (1) District user will act as an administrator of the Gimmal Federated Records Management software. Gimmal will provide the appropriate training to this user.

    iv. Gimmal will configure general software settings (email, theme, and notifications) within the POC environment.

    v. Gimmal will ensure the proper and working installation of the SharePoint connector within the POC environment

    vi. Gimmal will prepare and implement the Federated Records Management crawl.

    vii. Gimmal will implement its governance components within one site of the POC environment, including: Drop Zones; Provisioning; Enhanced Search; and Metadata Inheritance Rules.

    viii. Gimmal will provide two (2) days of hands-on, onsite training

    ix. Gimmal will provide all associated POC implementation/configuration documentation to District IT staff upon completion of POC implementation.

3. Use Cases to be Implemented

a. Once training is complete, Gimmal consultants and key District personnel will implement agreed upon use case(s) to complete the POC. Use cases will be chosen based on the ability to be demonstrated within the estimated POC timeframe. Example use cases are listed below:

    i. Content Upload

        1. Drag and drop content onto a hot spot and tile on a site. Content is uploaded, content type set, metadata populated

        2. Upload a document to a library

        3. Metadata values are automatically populated

    ii. Upload emails and attachments

        1. Upload emails to SharePoint directly from Outlook and OWA

        2. Emails maintain their original format

        3. Email attachments may be uploaded separately or embedded in the email

  iii. Document Creation

        1. Create a new document from a template

        2. Show how MS Office can directly access SharePoint metadata and save documents directly to SharePoint

  iv. Search

        1. Search for content in SharePoint using a variety of metadata values and boolean operators

        2. Combine multiple search criteria to do an advanced search

        3. Save a search for reuse by other users

        4. Search for records across repositories using location and or title of the record(s).

  v. Records Classification – Automated

        1. Uploaded content shall automatically have a record classification and lifecycle applied

        2. The Records Manager may view this from SharePoint or Federated Records Management and reclassify the document if required

        3. Records may be locked and made immutable depending on the record classification

  vi. Records Classification – Manual

        1. Select a document in SharePoint or in Federated Records Management and manually add it to a classification

        2. Select a document in SharePoint or in Federated Records Management and manually declare it an official record

  vii. Creating a Small Portion of File Plan

        1. Use a portion of the Client's record retention schedule in the example

        2. Demonstrate how a record class is created

        3. Show how records are classified against the record classes and how a lifecycle to manage retention and disposition is applied

  viii. Records Administration

        1. Set up records user profiles with differing access levels

        2. Limit access and edit capabilities on select record classes to specific users or user groups

        3. Provide the ability to create and modify document approval processes based on the record class

  ix. Legal Holds

        1. Create a legal hold for records in a specific library and using property values

        2. Validate that records on hold are locked

3. Validate the documents on hold are disqualified from disposition processing
4. Release the legal hold and ensure content is unlocked and eligible for disposition

   x. Disposition of Records
1. Dispose of individual records and case based records
2. Create destruction certificates and archive record data post-destruction

4. Resource Needs
   a. District will provide the following resources to support Gimmal implementation and task completion:
      i. A SharePoint Administrator
      ii. An Active Directory (AD) Administrator
      iii. A SQL Server Database Administrator (DBA)
      iv. District Project Manager
      v. District Records Manager
   b. Prior to delivery of the POC, District resources will be expected to provide no more than eight (8) hours of support to Gimmal over the course of Gimmal's thirty (30) day implementation cycle.

5. Assumptions
   a. Normal business hours are defined as 8:00 AM to 5:00 PM, Pacific Standard Time, Monday through Friday, excluding published District holidays.
   b. Any change in the specified scope of work, services, schedule, fees, or any other matter addressed in the statement of work must be mutually agreed upon by the parties in writing.
   c. Any delay by District that impacts either the critical path of the project or results in more than one business day delay will be tracked by Gimmal and may be the basis for a change in scope.
   d. District will:
      i. Form a skilled and focused core team committed to the project
      ii. Provide a project manager
      iii. Provide timely access to key resources.
      iv. Provide accounts and proper access to all servers and environments for Gimmal to install and configure the product
   e. District will provide written documentation to authorize any change in scope.
   f. District will approve completion of project activities by signing off on applicable project documents, as completed activities occur.
   g. POC use cases provided by District will only exercise standard, out-of-the-box functionality within Federated Records Management. No customizations or extensions will be performed by Gimmal as part of this effort.
   h. As the POC will utilize a non-production dataset, District is expected to provide said dataset prior to POC delivery.

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  i. The District Federated Records Management POC will be available for forty-five (45) days after POC training has been completed. If more time is needed, District and Gimmal will consider a change order for an additional fifteen (15) days

6. Success Criteria
  a. The POC will be considered successful if it is able to meet or exceed the following High-Level Requirements:

Requirement Number	Description	Gimmal Comments
1	The system shall provide users the ability to execute mass property and security changes across multiple documents or a pre-selected group of documents. Users must have rights to the document to be able to execute these changes.	We can do a custom PS script for this but it's not part of the product and not included in the time estimate for this POC.
3	The system shall provide a search tool and functionality which supports the following types of searches: a. Free-text searching of combinations of records management, record content and metadata elements b. Boolean searching of records management metadata elements c. Keyword searches of both a document's title and the body/content of said document (i.e. full text searches) d. Simplified searching e. Wild Card searches f. Searching by file extension/file type g. Any combination of the above	Gimmal Enhanced Search addresses most of this. Free-text searching is SharePoint.
4	The system shall allow individual users to save, reuse and refine search queries. Users shall also have the ability to share saved searches with other individuals or groups.	Gimmal Enhanced Search addresses this.
5	The system shall possess the ability to auto-profile documents based on the document type and the folder the document is being loaded into.	Gimmal Governance addresses this.
6	The system shall possess the ability to automatically implement records retention, based on the record's profile; the metadata contained in the record; and the Port's Records Retention Schedule.	Gimmal Federated Records Management addresses this.
7	The system shall possess the ability to prevent the destruction of any record by a user other than a Records Manager or System Administrator.	Gimmal Federated Records Management addresses this.
8	The system shall possess the ability to prompt a records owner, or other specified user, at 30 days from the time a document reaches its retention ending. In said prompt message, the document owner shall also be given three options: a. Destroying the record once the retention ending is met	Gimmal Federated Records Management addresses this. A report may suffice but it's not automatically run. We will analyze this as part of this POC. The hours to create a solution are not part of this POC.

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	b. Extending the document's life by 30, 60, 90 and 120 days. c. If a document is on litigation hold, locking the document indefinitely, or until deemed otherwise by Port staff. Said prompt message would be accomplished via auto-email to the user, or a notification on the user's U/I homepage	
9	The system shall be integrated with Microsoft Outlook. This integration would allow a user to open Outlook within the Document Management U/I, and to also open the Document Management system directly from Outlook itself, via a toolbar/tab-like function at the top of the page. The integration would accommodate for full two-way communication between the Outlook and the Document Management U/I, to include attaching documents to emails and pasting document URLs into the email body.	Gimmal Federated Records Management email integration addresses this in part via a 3rd party application. Gimmal's solution does not do things like add links to documents in outgoing emails or automatic metadata extraction. That would require a third party email tool. Gimmal's solution does not provide an ability to browse SharePoint, viewing document metadata, etc. from Outlook
10	The system shall possess mobile accessibility and be device and operating system agnostic.	Gimmal Federated Records Management addresses this.
11	The system shall be integrated with all web browser types, including Internet Explorer, Chrome, Safari and Firefox.	Gimmal Federated Records Management addresses this. The most recent version of popular browsers is supported. Safari is not officially supported.
13	The system shall possess a System Administrator module, which would allow only administrators to conduct the following activities: a. Set up user profiles and allocate users to groups b. Limit access to records, aggregations and records management metadata to specified users or user groups c. Alter the security category of individual records or groups of records d. Enable and disable retention for individual documents or groups of documents e. Allow changes to security attributes for groups or users to be made only by the administrator; for example, Access Rights; Security Levels; User Privileges; Initial password allocation and management f. Modification of the auto-population of meta fields g. Enabling the auto-saving of selected document templates h. Providing the ability to create and modify document approval workflows, based on the individual document type and the user(s) who's approval is required	Gimmal Federated Records Management addresses this at the Record Class (not individual record) level.

b. At the end of the Proof of Concept, District staff understands and is able to visualize how the Gimmal Federated Records Management product would operate within the Port's Records Retention environment.

7. Deliverables
   a. The following deliverables will be provided by Gimmal to the District over the course of POC implementation. The expected timeframes for delivery are shown as D+NN, with D designating the start date for Gimmal implementation.
      i. Defining sample records to be used for the Federated Records Management Information Lifecycle POC within one SharePoint Site Collection in a test environment of the District's choosing – D+5
      ii. Installation of Gimmal Federated Records Management in order to create said POC – D+7
      iii. Addition of access for up to 14 District users and one (1) District Administrator to the Federated Records Management Information Lifecycle POC – D+10
      iv. Configuration of general software settings such as email, theme, and notifications within the POC – D+15
      v. Ensure installation of the SharePoint connector – D+17
      vi. Importation of a small portion of District's Retention Schedule; including: importing and creating Record Classes; Triggers; and Retentions if available (limited to target test data set identified for the POC) – D+20
      vii. Preparation of the Federated Records Management Crawl – D+25
      viii. Implementation of Gimmal Governance components; including: Drop Zones; Provisioning; Enhanced Search; and Metadata Inheritance Rules – D+27
      ix. Two days of onsite training for District participants – D+30
      x. All associated technical documentation for the POC – D+30

C. Fee Schedule

   a. Configuration of the Proof of Concept and completion of the above services is expected to take four (4) weeks, and will be completed on a fixed-fee basis – with a Not-to-Exceed amount of $50,000.00 and Not-to-Exceed 220 hours. The table below describes the pricing for this engagement.

Task	Estimated Amount
POC ($225/hr)	$48,000