

Geographic Solutions Virtual OneStop® License Agreement



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Contract No. P102DOLT25

Virtual OneStop® End-User Software License Agreement

THIS AGREEMENT is made by and between GEOGRAPHIC SOLUTIONS, INC., a Florida corporation, with offices at 2570 Coral Landings Blvd, Palm Harbor, Florida 34684 (“GEOGRAPHIC SOLUTIONS”) and the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Department of Labor, with offices at 4401 Sion Farm, Ste. 1, Christiansted, Virgin Islands 00820- 4245 (“LICENSEE” or “Government”) (collectively, the “PARTIES”).

WITNESSETH:

WHEREAS, GEOGRAPHIC SOLUTIONS is the owner of, or has acquired rights to, certain Software and Documentation known as the PROGRAM which is the subject of this License Agreement (the “PROGRAM”);

WHEREAS, LICENSEE desires access and use of the PROGRAM; and

WHEREAS, GEOGRAPHIC SOLUTIONS desires to grant to LICENSEE and LICENSEE desires to obtain from GEOGRAPHIC SOLUTIONS a non-exclusive limited right to access and use the PROGRAM and related documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

- 1. DEFINITIONS.** In addition to terms elsewhere defined in this Agreement, the following terms shall have the meanings set forth in this Section 1 for purposes of this Agreement:
 - 1.1. DELIVERY.** A PROGRAM module will be considered to be DELIVERED to LICENSEE when it is made available to LICENSEE via the World Wide Web.
 - 1.2. DOCUMENTATION** means user manuals and other written materials that relate to PROGRAM. DOCUMENTATION shall include any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS or BASIC ENHANCEMENTS thereto created by GEOGRAPHIC SOLUTIONS from time to time, and shall include MAJOR ENHANCEMENTS thereto when added to the DOCUMENTATION in connection with services contracted by LICENSEE under separate agreement with GEOGRAPHIC SOLUTIONS.
 - 1.3. ENHANCEMENTS** shall mean changes or additions, other than MAINTENANCE MODIFICATIONS, to PROGRAM and related DOCUMENTATION, including all new RELEASES, that improve functions, add new functions, or significantly improve performance by changes in system design or coding.
 - 1.4. BASIC ENHANCEMENTS** mean any ENHANCEMENTS that are not MAJOR ENHANCEMENTS.

- 1.5. MAJOR ENHANCEMENTS** means changes or additions to the PROGRAM and related DOCUMENTATION that (1) have a value and utility separate from the use of the PROGRAM and DOCUMENTATION; (2) as a practical matter, may be priced and offered separately from the PROGRAM and DOCUMENTATION; and (3) are not made available to GEOGRAPHIC SOLUTIONS' customers without separate charge.
- 1.6. ERROR** is a statement or omission in the PROGRAM that causes or results in a departure from the PROGRAM'S specifications.
- 1.7. ERROR CORRECTION** is either a modification or addition other than ENHANCEMENTS or MAINTENANCE MODIFICATIONS that, when made or added to the PROGRAM, brings the PROGRAM substantially within its specifications, procedure, or routine.
- 1.8. HOST SERVERS** are the specific servers that are the property of GEOGRAPHIC SOLUTIONS. These GEOGRAPHIC SOLUTIONS servers will be accessible to the public and staff of LICENSEE via the Internet.
- 1.9. MAINTENANCE MODIFICATIONS** are any modifications or revisions, other than MAJOR ENHANCEMENTS, to the PROGRAM or DOCUMENTATION that correct ERRORS, support new RELEASES of the operating systems with which the PROGRAM is designed to operate, support new input/output (I/O) devices, or provide other incidental updates and corrections.
- 1.10. PROGRAM** is privately funded restricted computer software composed of the GEOGRAPHIC SOLUTIONS Virtual OneStop® Program Modules listed in Exhibit "A" attached hereto collectively referred to as the PROGRAM including any ERROR CORRECTIONS, MAINTENANCE MODIFICATIONS and ENHANCEMENTS thereto and updates thereof furnished by GEOGRAPHIC SOLUTIONS.
- 1.11. PROGRAM ACTIVATION DATE** is the earliest date that the PROGRAM is available to the LICENSEE via the World Wide Web.
- 1.12. QUALIFIED PRIMARY CONTACT** means the individual designated by LICENSEE for all technical support communications with GEOGRAPHIC SOLUTIONS. LICENSEE'S designee shall be an experienced and trained user.
- 1.13. REGULAR BUSINESS HOURS** are between 8.00 a.m. and 5.00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled national and business holidays.
- 1.14. RELEASE** is a new version of the PROGRAM, which may include MAINTENANCE MODIFICATIONS, ERROR CORRECTIONS, and/or ENHANCEMENTS.
- 1.15. SERVICE AREA** is the limited region in which the PROGRAM will be used to provide services to the residents of that specific area.

- 1.16. STANDARD REPORTING PROCEDURE** is the reporting of ERRORS by the QUALIFIED PRIMARY CONTACT, to GEOGRAPHIC SOLUTIONS via fax at 727-786-5871 or E-mail to techspt@geosolinc.com.
- 1.17. LICENSEE** is the entity so identified above and any wholly owned subsidiary thereof that shall be established for the principal purpose of licensing the PROGRAM.
- 1.18. LICENSE FEES.** As consideration for the LICENSE granted herein, LICENSEE agrees to pay the fees for the PROGRAM as set forth in Exhibit "A".
- 1.19. USER TYPE** is the population of individuals which the PROGRAM will provide services to.
- 1.20. WORKFORCE INFORMATION DATABASE** is a centralized database developed to support states' efforts to develop and maintain a comprehensive labor market and occupational information system.
- 2. ACCEPTANCE.** A PROGRAM module will be deemed to be accepted by LICENSEE when: (a) an authorized representative of the LICENSEE signs a GEOGRAPHIC SOLUTIONS Acceptance Certificate, as identified in Exhibit "D", stating that the PROGRAM module has been accepted; (b) the PROGRAM module is accessible by LICENSEE and has been operating on the HOST SERVERS without a significant reported and reproducible ERROR for a period of fifteen (15) calendar days; or (c) within fifteen (15) calendar days of receiving an Acceptance Certificate, LICENSEE does not return the Certificate to GEOGRAPHIC SOLUTIONS, indicating rejection of the PROGRAM module and a valid reason for the rejection. Acceptance by LICENSEE shall not be unreasonably withheld.
- 3. LICENSE GRANT.** For the Term of this Agreement and in consideration of the payment of the LICENSE FEES set forth herein, GEOGRAPHIC SOLUTIONS hereby grants to LICENSEE a limited, non-exclusive, nontransferable and non-assignable license to use the package of computer and related materials identified in Exhibit "A" for the SERVICE AREA and USER TYPE. The computer and related materials identified in Exhibit "A" shall constitute the PROGRAM.
- 4. SCOPE OF LICENSE.** LICENSEE use the PROGRAM and DOCUMENTATION for servicing the needs of its business only and is authorized to use, access and display the PROGRAM and DOCUMENTATION on any computer that LICENSEE uses within the scope of its business, including accessing the PROGRAM and DOCUMENTATION via an internet or intranet computer. The grant of this license shall not transfer or vest LICENSEE with any intellectual property rights in and to the PROGRAM and DOCUMENTATION. All rights to the PROGRAM and DOCUMENTATION shall remain the exclusive right of GEOGRAPHIC SOLUTIONS.
- 5. SERVICE AREA.** The SERVICE AREA for this Agreement is US Virgin Islands.
- 6. USER TYPE.** The USER TYPE for this Agreement is residents and employers in the SERVICE AREA and the staff providing them workforce development and labor market information services. Certain labor market and employer data will only be available for the SERVICE AREA. Individuals

from outside the service area will be able to access services for the purposes of career and job search in the SERVICE AREA. The PROGRAM will only allow employers to post jobs within the SERVICE AREA.

- 7. INSTALLATION.** GEOGRAPHIC SOLUTIONS will install the PROGRAM on the HOST SERVERS. GEOGRAPHIC SOLUTIONS will not be responsible for delays caused by events or circumstances beyond its reasonable control. The PROGRAM will utilize data from State and Federal sources. Delays by State and Federal agencies in providing this data may affect the availability of some portions of the PROGRAM.
- 8. EFFECTIVE DATE.** This Agreement shall become effective upon execution by both LICENSEE and GEOGRAPHIC SOLUTIONS.

EFFECTIVE DATE. This agreement shall become effective as of January 25, 2024.

- 9. TERM OF AGREEMENT.** The Term of this Agreement shall be from January 25, 2024 to January 24, 2026. Upon the date of execution of this contract by the Governor of the U. S. Virgin Islands, the contract shall become effective for the term set out herein. The Government in its sole discretion, shall have the option to renew this contract for a period of three (3) additional periods of one-year terms subject to the same terms contained herein, by providing the Contractor with sixty (60) days written notice of the Governments election to renew.
- 10. TERMINATION.** LICENSEE may terminate this Agreement at any time by providing GEOGRAPHIC SOLUTIONS written notice of termination with full payment of all LICENSE FEES set forth in Exhibit "A." GEOGRAPHIC SOLUTIONS may, at its sole discretion, terminate this Agreement and/ or suspend all PROGRAM and DOCUMENTATION use under this Agreement, if LICENSEE fails to timely pay all LICENSE FEES under this Agreement, GEOGRAPHIC SOLUTIONS may at its sole discretion, terminate this Agreement and/or suspend all PROGRAM and DOCUMENTATION use if LICENSEE fails to fulfill its obligations under this Agreement. Upon such termination by GEOGRAPHIC SOLUTIONS, LICENSEE agrees to return to GEOGRAPHIC SOLUTIONS the PROGRAM and all copies and portions thereof. This Agreement and all services will be terminated immediately upon the modification of the PROGRAM by LICENSEE, or any party other than direct employees of GEOGRAPHIC SOLUTIONS, unless a specific waiver for such activity is granted in advance, in writing, by GEOGRAPHIC SOLUTIONS. Upon expiration or termination of this Agreement, all licenses granted to LICENSEE for access and use of the PROGRAM and DOCUMENTATION shall terminate and LICENSEE shall immediately cease all further use or access of the PROGRAM and DOCUMENTATION.
- 11. PUBLICITY.** Publicity & Press Release. Within thirty (30) days of Contract execution and upon PROGRAM DELIVERY, GEOGRAPHIC SOLUTIONS is permitted to publish a press release announcing that GEOGRAPHIC SOLUTIONS and Licensee have executed this Agreement to launch a new PROGRAM ("Press Release"). GEOGRAPHIC SOLUTIONS shall provide LICENSEE a copy of the Press Release prior to publication for Licensee's review and approval, which shall not be unreasonably withheld. Licensee shall identify GEOGRAPHIC SOLUTIONS as the provider of the PROGRAM in any advertisements, promotional materials, announcements or press releases regarding the Program published by Licensee, its subcontractors or its representatives which shall include the following: "Software Developed by Geographic Solutions, Inc. ®, Palm Harbor Florida, (727) 786-7955." Licensee acknowledges and agrees that the PROGRAM will include a link to the main GEOGRAPHIC SOLUTIONS website, www.geographicsolutions.com. LICENSEE is prohibited from placing any advertising on any website through which the PROGRAM is accessed by LICENSEE, any authorized

user, or any end- user without GEOGRAPHIC SOLUTION'S prior written consent.

12. HIRING. LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS will provide a valuable service by identifying and assigning personnel to LICENSEE. LICENSEE further acknowledges that LICENSEE would receive substantial additional value, and GEOGRAPHIC SOLUTIONS would be deprived of the benefits of its work force, if LICENSEE were to directly hire GEOGRAPHIC SOLUTIONS' personnel after they have been introduced to LICENSEE by GEOGRAPHIC SOLUTIONS. Without the prior written consent of GEOGRAPHIC SOLUTIONS, LICENSEE shall not recruit or hire any personnel of GEOGRAPHIC SOLUTIONS who are or have been assigned to perform work for LICENSEE, without the prior written consent of GEOGRAPHIC SOLUTIONS, for a period of one (1) year after termination of this Agreement.

13. PROGRAM ACTIVATION. Upon execution of this Agreement by both parties, GEOGRAPHIC SOLUTIONS will create the PROGRAM and DOCUMENTATION for LICENSEE and make the PROGRAM and DOCUMENTATION available for access by LICENSEE on the World Wide Web.

14. FEES AND PAYMENT. LICENSEE shall pay the LICENSE FEES and other associated fees identified in Exhibit "A" pursuant to the payment plan identified in Exhibit "B". LICENSEE shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the use of the PROGRAM or DOCUMENTATION hereunder. LICENSEE'S failure to pay the full balance of LICENSE FEES within thirty (30) days from the date in which such fees are due shall give rise to GEOGRAPHIC'S SOLUTIONS' termination rights under Section 10 of this Agreement. LICENSEE payments shall be suspended for the period of time that LICENSEE is unable to access the production system for reasons exclusively attributable to GEOGRAPHIC SOLUTIONS' breach of this Agreement.

15. SUPPORT AND MAINTENANCE. During the term of this Agreement, GEOGRAPHIC SOLUTIONS will provide maintenance and support services in support of the PROGRAM listed in EXHIBIT A. These services shall consist of:

15.1. TELEPHONE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority telephone support during 24 hours a day that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

15.2. E-MAIL SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority E-mail support during 24 hours a day that permits LICENSEE to report problems and seek assistance in use of the PROGRAM.

15.3. ONLINE SUPPORT. GEOGRAPHIC SOLUTIONS shall provide LICENSEE priority online support during 24 hours a day that permits LICENSEE to report problems and seek assistance via the GEOGRAPHIC SOLUTIONS Online Project Communication web site.

15.4. ERROR CORRECTION. GEOGRAPHIC SOLUTIONS shall use reasonable diligence to correct verifiable and reproducible over the Internet ERRORS when reported to GEOGRAPHIC SOLUTIONS in accordance with its STANDARD REPORTING PROCEDURES. The ERROR

CORRECTION, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the ERROR CORRECTION.

15.5 RELEASES. GEOGRAPHIC SOLUTIONS will periodically issue new RELEASES to the PROGRAM, containing ERROR CORRECTIONS and/or ENHANCEMENTS, to LICENSEES who have agreement for support and maintenance in effect. GEOGRAPHIC SOLUTIONS shall provide LICENSEE access to the new RELEASE of the PROGRAM covered by support and maintenance, without additional charge. RELEASES are cumulative; therefore LICENSEE is required to use each new RELEASE as it becomes available.

15.6 DIGITAL MAP CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications resulting from boundary changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a realignment of a Workforce Development Area definition may be considered a minor change and the introduction of a new geographic layer considered a major change.

15.7 CODE CHANGES RESULTING FROM WID DATABASE STRUCTURE CHANGES. GEOGRAPHIC SOLUTIONS agrees to perform minor modifications to the PROGRAM to incorporate changes that result from revisions to tables in the WID DATABASE structure on which the PROGRAM operates. WID DATABASE changes must be defined in writing by the U.S. Department of Labor, Employment and Training Administration. GEOGRAPHIC SOLUTIONS in its sole discretion will designate modifications resulting from WID DATABASE changes as minor or major, depending on its assessment of the development that is required. By way of example, but not by way of limitation, a change in a field name may be considered a minor change and the introduction of a new WID DATABASE table structure may be considered a major change.

15.8 REGULATION CHANGES. GEOGRAPHIC SOLUTIONS agrees to modify the PROGRAM, to accommodate modifications in Federal regulations that affect the operation of the PROGRAM, such as Federal Workforce Investment Act and Trade Adjustment Act, reporting modifications and eligibility requirement changes. Regulation changes must be made in writing by the U.S. Department of Labor, Employment and Training Administration. LICENSEE must provide written documentation of these changes to GEOGRAPHIC SOLUTIONS.

All such error corrections, bug fixes, patches, updates, New Releases, or other modifications shall be the sole property of GEOGRAPHIC SOLUTIONS.

16. SUPPORT RESPONSE AND RESOLUTION TIME

16.1 SUPPORT RESPONSE TIME. GEOGRAPHIC SOLUTIONS will take action on any support issue raised by LICENSEE within forty-eight (48) hours. This period does not include weekends and GEOGRAPHIC SOLUTIONS' holidays. A response will normally occur in

significantly less than forty-eight (48) hours.

16.2 SUPPORT RESOLUTION TIME. The support resolution time required for GEOGRAPHIC SOLUTIONS to answer a question or resolve a problem raised by LICENSEE will vary considerably depending on the type of problem. Usually GEOGRAPHIC SOLUTIONS will answer questions and provide solutions to problems the same day they are received, often immediately. If research or consultation with specialists is required, resolution may take longer.

17. MAJOR ENHANCEMENTS. GEOGRAPHIC SOLUTIONS may, from time to time, make available major ENHANCEMENTS to LICENSEE for an additional charge.

18. ADDITIONAL ENHANCEMENTS. LICENSEE may, from time to time, request that GEOGRAPHIC SOLUTIONS incorporate certain features, enhancements or modifications into the PROGRAM. GEOGRAPHIC SOLUTIONS may, in its sole discretion, undertake to incorporate such changes and distribute the PROGRAM so modified to LICENSEE.

19. EXCEPTIONS. The following matters are not covered by this agreement:

- 19.1** Any problem resulting from the misuse, improper use, alteration, or damage of the PROGRAM;
- 19.2** Any problem caused by modifications in any version of the PROGRAM not authorized by GEOGRAPHIC SOLUTIONS;
- 19.3** Any problem resulting from programming software other than the PROGRAM;
- 19.4** Any problem caused by, or issues associated with third-party software utilities, operating systems and database software that may be utilized by the Program. This includes, but is not limited to, MapObjectsLT®, ASPEmail®, Polarspellchecker®, CKEditor®, Corda PopChart®, Corda Highwire®, Infragistics®, Sovren Resume Parser®, Visifire®, Dotimage®, Web TWAIN®, Microsoft® Internet Information Server®, Microsoft Silverlight®, Adobe Flash®, Adobe Acrobat® and Microsoft SQL Server®;
- 19.5.** Any problem resulting from the combination of the PROGRAM with such other programming or equipment to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS. Any problem resulting from the combination of the PROGRAM with such other programming or equipment, to the extent such combination has not been approved by GEOGRAPHIC SOLUTIONS;
- 19.6.** LICENSEE will be required to pay GEOGRAPHIC SOLUTIONS normal charges and expenses for time or other resources provided by GEOGRAPHIC SOLUTIONS to diagnose or attempt to correct matters not covered by this Agreement. GEOGRAPHIC SOLUTIONS shall provide LICENSEE a quote for the additional charges and expenses, and upon the Parties' execution of a written agreement accepting the quote, then GEOGRAPHIC SOLUTIONS will provide the services identified therein. In addition, LICENSEE is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the PROGRAM and to obtain

maintenance and support services from GEOGRAPHIC SOLUTIONS.

20. HOSTING SERVICES. During the term of this Agreement GEOGRAPHIC SOLUTIONS shall provide hosting services for the PROGRAM to provide Internet accessibility. This service includes the provision of the equipment, facilities, hardware, software and services outlined in EXHIBIT C. GEOGRAPHIC SOLUTIONS reserves the right to modify, alter, improve, or change the equipment, facilities and hardware outlined in EXHIBIT C at any time.

21. LICENSEE'S OBLIGATION

21.1 Cooperation. LICENSEE agrees to use STANDARD REPORTING PROCEDURES to promptly notify GEOGRAPHIC SOLUTIONS following the discovery of any ERROR. Further, upon discovery of an ERROR, LICENSEE agrees, if requested by GEOGRAPHIC SOLUTIONS, to submit to GEOGRAPHIC SOLUTIONS a listing of output and any other data that GEOGRAPHIC SOLUTIONS may require in order to reproduce the ERROR, and the operating conditions under which the ERROR occurred or was discovered.

21.2 Qualified Primary Contact. LICENSEE shall designate the QUALIFIED PRIMARY CONTACT. It is recommended that the QUALIFIED PRIMARY CONTACT obtain the GEOGRAPHIC SOLUTIONS' Software Administrator Training. GEOGRAPHIC SOLUTIONS reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to matters not directly relating to the operation of the PROGRAM. LICENSEE may change the QUALIFIED PRIMARY CONTACT by providing prior written notice to GEOGRAPHIC SOLUTIONS.

22. PROTECTION OF SOFTWARE

22.1 Proprietary Notices. LICENSEE will respect and not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any PROGRAM, DOCUMENTATION, or any other output generated by the PROGRAM.

22.2 No Reverse Engineering. LICENSEE agrees not to modify, reverse engineer, disassemble, or decompile the PROGRAM, or any other output generated by the PROGRAM

22.3 Ownership.

LICENSEE acknowledges that GEOGRAPHIC SOLUTIONS is the sole and exclusive owner of the PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions, and all intellectual property rights therein. LICENSEE shall not have any right, title, or interest to any PROGRAM and DOCUMENTATION, including all modifications, updates, and revisions. LICENSEE shall secure and protect all PROGRAM, DOCUMENTATION, ENHANCEMENT, ERROR CORRECTION, and MAINTENANCE MODIFICATION, including all modifications, updates and revisions consistent with the maintenance of GEOGRAPHIC SOLUTIONS' proprietary rights therein. Any data or information input into the PROGRAM by or on behalf of the LICENSEE during the term of this Agreement will become the property of the LICENSEE and will be treated as

confidential by GEOGRAPHIC SOLUTIONS. All other data displayed in the system, unless otherwise noted, is the sole property of GEOGRAPHIC SOLUTIONS and is protected under U.S. copyright law.

23. CONFIDENTIALITY

- 23.1. Acknowledgement.** LICENSEE hereby acknowledges and agrees that the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, constitute and contain valuable proprietary products and trade secrets of GEOGRAPHIC SOLUTIONS, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, LICENSEE shall treat (and take precautions to ensure that its employees treat) the PROGRAM and DOCUMENTATION, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below.
- 23.2. Maintenance of Confidential Information.** LICENSEE shall not, at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. LICENSEE shall not disclose confidential information to any employee or agent of LICENSEE who does not need to obtain access thereto in connection with LICENSEE'S exercise of its rights under this Agreement. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to other non- parties to this Agreement of such confidential information as can be established to: (1) have been known publicly; (2) have been known generally in the industry before communication by the disclosing party to the recipient; (3) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (4) have been known otherwise by the recipient before communication by the disclosing party; or (5) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.
- 23.3. Injunctive Relief.** LICENSEE acknowledges that the unauthorized use, transfer or disclosure of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, or copies thereof will: (1) substantially diminish the value to GEOGRAPHIC SOLUTIONS of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render GEOGRAPHIC SOLUTIONS' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If LICENSEE breaches any of its obligations with respect to the use or confidentiality of the PROGRAM, DOCUMENTATION, data and all modifications, updates and revisions, GEOGRAPHIC SOLUTIONS shall be entitled to equitable relief to

protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

24. WARRANTIES

24.1. Limited Warranty. GEOGRAPHIC SOLUTIONS represents and warrants to LICENSEE that for a period of one hundred and eighty days (180) days from the date of ACCEPTANCE of the PROGRAM (referred to as the "WARRANTY PERIOD"), the PROGRAM when properly used by LICENSEE, will perform substantially to the PROGRAM'S functional specifications. During the WARRANTYPERIOD, if any reproducible ERROR in the PROGRAM appears, for which GEOGRAPHIC SOLUTIONS is responsible, GEOGRAPHIC SOLUTIONS shall employ prompt, commercially reasonable efforts to correct or cure such ERROR at no additional charge to LICENSEE. However, GEOGRAPHIC SOLUTIONS, is not obligated to correct, cure, or otherwise remedy any ERROR in the PROGRAM if (1) LICENSEE has performed any maintenance or modifications to the PROGRAM without GEOGRAPHIC SOLUTIONS' express prior written authorization; (2) the PROGRAM has been misused or damaged in any respect; or (3) GEOGRAPHIC SOLUTIONS has not been notified, in writing, of the existence and nature of such ERROR promptly upon discovery. The foregoing warranty shall apply only to the most current version of the PROGRAM issued by GEOGRAPHIC SOLUTIONS. GEOGRAPHIC SOLUTIONS assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the PROGRAM. GEOGRAPHIC SOLUTIONS is not responsible for obsolescence of the PROGRAM that may result from changes in LICENSEE'S requirements.

24.2. Third Party Data. LICENSEE acknowledges that the PROGRAM may display data from other organizations and/or access Internet sites of other organizations and/or provide Internet links to allow users to visit the web sites of other organizations. GEOGRAPHIC SOLUTIONS makes no representations concerning this information or regarding the quality or acceptability of the data, products or services offered by the companies or providers referenced at these sites, or whether any permission or agreement may be required by LICENSEE to access this information. GEOGRAPHIC SOLUTIONS reserves the right to remove this data and/or these links if it deems it necessary.

24.3. Data Loss. LICENSEE acknowledges that any use of computers is subject to a likelihood of human and machine errors, omissions, delays and losses, including loss or corruption of data or media. LICENSEE agrees to adopt such measures as it deems necessary to limit the impact of those problems, including verifying the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data.

24.4. Limitations. Notwithstanding the warranty provisions set forth herein, all of GEOGRAPHIC SOLUTIONS' obligations with respect to such warranties shall be contingent on LICENSEE'S use of the PROGRAM in accordance with this Agreement and in accordance with GEOGRAPHIC SOLUTIONS' instructions as provided by GEOGRAPHIC

SOLUTIONS in the DOCUMENTATION, as such instructions may be amended, supplemented, or modified by GEOGRAPHIC SOLUTIONS from time to time. GEOGRAPHIC SOLUTIONS shall have no warranty obligations with respect to any failures of the PROGRAM which are the result of accident, abuse, misapplication, extreme power surge, acts of god, LICENSEE modification, or electromagnetic field.

24.5. LICENSEE'S Sole Remedy for Breach of Warranty. GEOGRAPHIC SOLUTIONS' entire liability and LICENSEE'S exclusive remedy for breach of warranty shall be repair or replacement of the PROGRAM; provided GEOGRAPHIC SOLUTIONS receives written notice of the breach.

24.6. Disclaimer of Warranties. GEOGRAPHIC SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE PROGRAM AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY GEOGRAPHIC SOLUTIONS. THERE ARE NO OTHER WARRANTIES RESPECTING THE PROGRAM AND DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GEOGRAPHIC SOLUTIONS HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF GEOGRAPHIC SOLUTIONS IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF GEOGRAPHIC SOLUTIONS AS SET FORTH HEREIN.

25. LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH GEOGRAPHIC SOLUTIONS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY GEOGRAPHIC SOLUTIONS OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED AND/OR LICENSEE'S USE OF THE PROGRAM AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT GEOGRAPHIC SOLUTIONS SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY COMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY GEOGRAPHIC SOLUTIONS PURSUANT TO THIS AGREEMENT. ANY PROVISION HEREIN TO THE CONTRARY, NOTWITHSTANDING THE MAXIMUM LIABILITY OF GEOGRAPHIC SOLUTIONS TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE, MAINTENANCE OR OTHER EMPLOYMENT OF ANY PROGRAM OR DOCUMENTATION DELIVERED TO LICENSEE HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL IN NO CASE EXCEED THE ACTUAL FEES PAID TO GEOGRAPHIC SOLUTIONS BY LICENSEE FOR THE USE OF THE PROGRAM AND DOCUMENTATION DURING THE YEAR IN WHICH THE CLAIM WAS ASSERTED. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GEOGRAPHIC SOLUTIONS ARISING OUT OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF

CONSIDERATION LEVIED IN CONNECTION WITH THE AUTHORIZATION TO USE THE PROGRAM AND DOCUMENTATION AND ANY SERVICES RENDERED HEREUNDER AND THAT, WERE GEOGRAPHIC SOLUTIONS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

26. INDEMNIFICATION

- 26.1.** GEOGRAPHIC SOLUTIONS shall indemnify, hold harmless and defend LICENSEE against any action brought against LICENSEE to the extent that such action is based on a claim that the PROGRAM and/or DOCUMENTATION, when used in accordance with this Agreement, infringes a United States copyright and GEOGRAPHIC SOLUTIONS shall pay all costs, settlements and damages finally awarded, provided that: LICENSEE promptly notifies GEOGRAPHIC SOLUTIONS in writing of any claim, gives GEOGRAPHIC SOLUTIONS sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the PROGRAM and/or DOCUMENTATION is adjudged to infringe, or in GEOGRAPHIC SOLUTIONS' opinion is likely to be adjudged an infringement, GEOGRAPHIC SOLUTIONS shall, at its sole discretion and option, either: (1) replace the PROGRAM and/or DOCUMENTATION with a substantially equivalent non-infringing PROGRAM and/or DOCUMENTATION; (2) modify the PROGRAM and/or DOCUMENTATION to make it non-infringing; or (3) require LICENSEE to cease all use of the PROGRAM and/or PROGRAM and return any copies of such PROGRAM and/or DOCUMENTATION. Upon compliance with GEOGRAPHIC SOLUTIONS' demand, LICENSEE will receive a credit of the fee paid, less reasonable depreciation, upon return of the PROGRAM and DOCUMENTATION. GEOGRAPHIC SOLUTIONS shall have no liability regarding any claim arising out of: (a) LICENSEE'S use of other than a current, unaltered RELEASE of the PROGRAM and/or DOCUMENTATION, unless the infringing portion is also in the then current, unaltered release, (b) LICENSEE'S use of the PROGRAM in combination with non-LICENSE software, data or equipment if the infringement was caused by such use or combination, (c) any modification or derivation of the PROGRAM not specifically authorized in writing by GEOGRAPHIC SOLUTIONS, or (d) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF GEOGRAPHIC SOLUTIONS AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE PROGRAM. To the extent that GEOGRAPHIC SOLUTIONS contemplates entering into any settlement agreement arising from claims asserted against the Government under this Section, the Government's Attorney General shall have sole judgment and authority to accept or reject such settlement agreement.
- 26.2.** Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character asserted by a third party which Government may incur, sustain or be subjected to, arising out of or in any way connected to Contractor's breach of this contract except

claims arising from the sole negligence of Government.

- 27. GOVERNMENT CONTRACTS.** If the PROGRAM or DOCUMENTATION to be furnished hereunder is to be used in the performance of a government contract or subcontract, the PROGRAM and DOCUMENTATION shall be provided on a "restricted rights" basis only and LICENSEE shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations, if any. GEOGRAPHIC SOLUTIONS shall not be subject to any flow down provisions that may be required by the governmental customer unless agreed to by GEOGRAPHIC SOLUTIONS in writing.
- 28. POST TERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, other than under the terms outlined in Section 27, all rights granted to LICENSEE under this Agreement shall forthwith terminate and immediately revert to GEOGRAPHIC SOLUTIONS and LICENSEE shall discontinue all use of the PROGRAM and the like.
- 29. SURVIVAL.** LICENSEE'S obligations under Section 22, 23, 24, 25, 27 and 28 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.
- 30. COPIES.** LICENSEE is prohibited from copying the PROGRAM and DOCUMENTATION, in whole or in part, except as specifically set forth in this Agreement.
- 31. FORCE MAJEURE.** Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, material or labor restrictions by any governmental authority, war or military hostilities, or inability of carriers to make scheduled deliveries.
- 32. WAIVER.** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
- 33. SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
- 34. ASSIGNABILITY.** The License granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless authorized in writing by GEOGRAPHIC SOLUTIONS. This Agreement may be assigned by GEOGRAPHIC SOLUTIONS. The Government must approve the assignment.
- 35. INTEGRATION.** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior license agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.
- 36. LEGAL ACTION.** Should LICENSEE or GEOGRAPHIC SOLUTIONS institute legal action, whether at

law or in equity, to enforce any provision hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees, including, but not limited to, fees for trial and appeals or other legal proceedings.

37. NOTICES. All notices or other communications required to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered either personally, by facsimile with receipt confirmed, or one day after delivery to an overnight courier guaranteeing next day delivery and addressed as provided in this Agreement or as otherwise requested in writing by the receiving party.

38. TIME IS OF THE ESSENCE. Time is of the essence.

39. AUTHORIZATION. The individuals executing this Agreement warrant and represent that they are duly authorized to bind the respective parties to the terms and conditions contained herein.

40. GOVERNING LAW. This contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

41. WAIVERS AND AMENDMENTS. No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

42. RIGHT TO WITHHOLD. If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

43. CONDITION PRECEDENT. This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor of the US Virgin Islands.

44. NON-DISCRIMINATION. No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

45. DEBARMENT CERTIFICATION. By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its

subcontractors with the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT”. In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

46. FALSE CLAIMS. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

47. NOTICE OF FEDERAL FUNDING. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

48. CONFLICT OF INTEREST.

(a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that it is:

- (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

49. COUNTERPARTS. This Agreement may be executed in counterparts with a facsimile and/or copy of the executed Agreement shall be deemed an original.

Agreed and Accepted

LICENSEE

By: 
Signature of Authorized Representative

Name: Dr. Gary Molloy

Title: Commissioner

Dated: September 15, 2025

Commissioner of Property and Procurement

By: 
mm Signature of Authorized Representative

Name: Lisa M. Alejandro

Title: Commissioner

Dated: 9/16/2025

Approved as to Legal Sufficiency – Department of Justice

By: 
Signature of Authorized Representative

Name: Tylor Williams

Title: Assistant Attorney General

Dated: 09/25/2025

Contract No. P102DOLT25

APPROVED:

By:



Signature of Authorized Representative

Name:

Honorable Albert Bryan Jr.

Title:

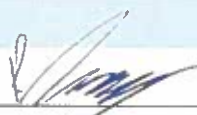
GOVERNOR OF THE U.S. VIRGIN ISLANDS

Dated:

9/30/2025

Geographic Solutions

By:



Signature of Authorized Representative

Name:

Paul Toomey

Title:

President

Dated:

September 11, 2025

Contract No. P102DOLT25