



**SUBSCRIPTION ORDER FORM EFFECTIVE DATE:** January 1, 2022

**CUSTOMER NAME & CONTACT INFORMATION**

<b>Customer Name</b>	City of Aurora	<b>Billing Contact Name:</b>	Purchasing Division
<b>Customer Contact &amp; Title</b>	Information Technology	<b>Email:</b>	PurchasingDL@aurora.il.us
<b>Street Address</b>	44 E. Downer Place	<b>Phone:</b>	630-256-3550
<b>City, State &amp; Zip Code</b>	Aurora, IL 60507	<b>VETRO AE:</b>	Christian Lopez
<b>Country</b>	USA		

**\*All invoices must reference a valid City of Aurora, IL purchase order number.**

**VETRO SUBSCRIPTION AND FEES**

<b>Subscription Product</b>	
VETRO Subscription: TEAM Year 1 (Pro-rated 3rd editor effective Feb 1,22')	\$40,775/annum
VETRO Subscription: TEAM Year 2	\$41,940/annum
<b>Subscription Term</b>	
24 Months	
<b>Billing Terms</b>	
Annual In Advance	
<b>Professional Services</b>	
See Exhibit 1 that provides detail of accompanying professional services engagement(s), if applicable.	
Implementation and Onboarding	None
Data & Other Services (see Exhibit 1)	None
<b>Total Minimum Fees due Year 1 <sup>2</sup></b>	<b>\$40,775</b>
<b>Special Terms</b>	

Invoices will be paid in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 “the Act”). Interest on any late payments will accrue in accordance with the Act. VETRO acknowledges that Customer (“The City”) is a public corporation and constitutional instrumentality of the State of Illinois. Accordingly, The City’s indemnification obligations under the Agreement shall be enforceable by VETRO solely to the extent such indemnification obligations may be allowed consistent with the sovereign immunity provided to The City by Illinois law. This agreement will be governed by the laws of the State of Illinois, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois. This agreement and its terms are public records under Illinois law, and are therefore not confidential.

<sup>1</sup> User role allotments, as well as other Subscription parameters and features included in Subscription are defined below.

<sup>2</sup> Fees are in USD\$ and exclude any sales, use, value added, withholding, or excise tax that may be applicable to the Service provided hereunder. Pricing offered herein is valid for ten (10) business days from the Subscription Order Form Effective Date.

## SUBSCRIPTION

Though Subscription Fees are driven by the number of Editor seats, each Subscription also includes (in accordance with volumes shown in the table below):

- i) the ability for additional user types to access the platform (Analysts & Viewers)
- ii) the inclusion of network service locations
- iii) access to VETRO platform features

The table immediately below provides the “up to” levels included in the Subscription Order. Should you require additional capacity in any of these areas, VETRO will work with you to amend your Subscription accordingly.

	Subscription Type
<b>Max limits included in Subscription</b>	<b>Team</b>
Editor Seat(s)	3
Analyst Seat(s)	20
Viewer Seat(s)	50
# Service Locations	100,000
<b>Feature Access</b>	<b>Team</b>
Unlimited Customer Support	✓
BOM/PET	✓
Google StreetView	✓
API Access	✓
Eligible for Z-Manager Subscription (Subscription Fees applicable)	✓

\* An Enterprise Subscription is required for all subscriptions that include 10+ Editor Seats.

## IMPLEMENTATION AND ONBOARDING

VETRO will prepare and provision the VETRO FiberMap® platform for use by Customer's users.

VETRO will provide up to ten (10) hours of training, coaching, and direct onboarding support to Customer during the first 90 days of platform subscription. This time can be used for (a) training, (b) configuration requests, and (c) small data tasks that serve to get you positioned for success. Training will occur remotely over web based meetings using screen sharing. This onboarding time block is included in the Implementation and Onboarding Fee.

*Note: Network data migration and other specific planned GIS or data services will be scoped and priced separately in Exhibit 1 to this agreement.*

## ROLES AND PERMISSIONS

The chart below describes the current allocation of feature permissions aligned with each defined role that can be assigned by Customer to Users on the VETRO platform. Within contractual limits, seat allocations among users may be edited by Customer at any time.

Features	User Types		
	Editor	Analyst	Viewer
VETRO data viewer	✓	✓	✓
Symbolize layers	✓	✓	✓
Inspect data and circuits	✓	✓	✓
Generate reports	✓	✓	
Generate mapbooks	✓	✓	
Analysis with Polygons	✓	✓	
Plan Estimation Tool	✓	✓	
BOM/PET	✓	✓	
Import data	✓		
Export data	✓		
Edit geometry	✓		
Edit connectivity	✓		

## FINAL DETAILS

This Order Form will be governed by the VETRO Terms and Conditions of Use located at <https://www.vetrofibermap.com/terms-and-conditions/> (the "Terms") except as otherwise noted in Special Terms.

This Order Form, the Terms and any SOW executed between the Parties will collectively be referred to herein as the “Agreement” and constitute the entire agreement between VETRO and the Customer, to the exclusion of all other terms, including any terms contained in any later received document, unless the additional terms are expressly accepted in writing by both Parties. Any Special Terms set forth above (the “Special Terms”) will supersede the Terms.

Unless otherwise set forth in Special Terms, the Terms include the following:

- Subscription Term may not be terminated early and all Fees are nonrefundable.
- The applicable Subscription Fees associated with your use of the Service will remain fixed during the applicable Subscription Term, unless Customer: (i) upgrades the products or base packages specified in the Order Form by notifying VETRO in writing, or (ii) subscribes to additional features or products. Subscription Fees may increase as specified herein or otherwise mutually agreed by the parties, but in any event will not decrease over the then-current Subscription Term.
- Your Subscription Term will automatically renew for successive periods equal in length to the initial term, unless either Customer or VETRO provides the other party with written notification, at least 60 days before the end of the then-current Subscription Term, of the desire not to renew the Subscription Term.
- Any capitalized terms not otherwise defined herein shall have the meanings attributed to such term in the Terms.

Thank you! We are honored you have selected VETRO to plan, design, build and manage your fiber network!

## ACKNOWLEDGED AND AGREED:

Each party has read, understood and accepted the VETRO Terms and Conditions of Use

<https://www.vetrofibermap.com/terms-and-conditions/>

and the VETRO Privacy Policy available at <https://www.vetrofibermap.com/privacy-policy/>

The individual signing below certifies that he or she is authorized to sign and enter into this binding Agreement.

### City of Aurora

Accepted By (Signature):

Printed Name: Jolene Coulter

Title: Director of Purchasing

Date:

### VETRO, INC

Accepted By (Signature):

Printed Name:

Title:

Date: