

**SECOND AMENDMENT
SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
METABIM, INC.
FOR FISCAL YEARS 2017-2018 THROUGH 2023-2024**

This Second Amendment to the Software License and Support Services Agreement, dated March 15, 2018 and First Amendment dated July 11, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and MetaBIM Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2021.

WHEREAS, COUNTY, by and through its County Administrative Office – Management and Budget Team, desired to retain a qualified professional to develop, install, implement, host, support and maintain an enterprise asset management software system and provide training and support services related to the use and operation thereof; and

WHEREAS, on March 15, 2018, COUNTY and CONTRACTOR entered into a Software License and Support Services Agreement ("Software Services Agreement") regarding the provision of the above-referenced software and services; and

WHEREAS, on July 11, 2019, COUNTY and CONTRACTOR executed a First Amendment to amend certain provisions of the Software Services Agreement in order to modify the scope of services provided thereunder and increase the maximum amount payable set forth therein; and

WHEREAS, the parties now desire to amend certain provisions of the Software Services Agreement and delete the First Amendment in its entirety in order to modify the term and scope of services provided thereunder and the maximum amount payable set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 - Term of the Software Services Agreement is hereby amended to read as follows:

This Agreement shall begin on July 1, 2021 and shall remain in full force and effect until June 30, 2024, unless sooner terminated as provided herein.

2. Section "3. Termination" of the Software Services Agreement is hereby amended as follows:

Customer or MetaBIM may terminate this Agreement upon thirty (30) days written notice.

3. Section 4 – Compensation of the Software Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the licenses and services provided, and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Thousand Six Hundred Fifteen Dollars (\$200,615). In no event shall the maximum amount paid under this Agreement exceed Eleven Thousand Eight Hundred Sixty-Five Dollars

(\$11,865.00) for fiscal year 2017-2018, Thirty-Five Thousand Dollars (\$35,000.00) for fiscal year 2018-2019, Fifty Thousand Seven Hundred and Fifty Dollars (\$50,750.00) for fiscal year 2019-2020, Thirty-Five Thousand Dollars (\$35,000.00) for fiscal year 2020-2021, Nineteen Thousand Dollars (\$19,000) for fiscal year 2021-2022, Nineteen Thousand Dollars (\$19,000) for fiscal year 2022-2023, Nineteen Thousand Dollars (\$19,000) for fiscal year 2023-2024, a not to exceed amount of Ten Thousand Dollars (\$10,000) for onsite space surveying to be conducted in fiscal year 2021 – 2022 and One Thousand Dollars (\$1,000) for Custom Development – Upload ADA Data. CONTRACTOR agrees to provide all licenses and services required hereunder for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

B. Rate of Compensation. COUNTY shall compensate CONTRACTOR for all licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement at an annual rate which equals COUNTY's total building gross square footage divided by one million (1,000,000) and multiplied by Ten Thousand Dollars (\$10,000.00). The specific rates and costs applicable to this Agreement are set forth in "Exhibit B – Pricing Schedule", which is attached hereto and incorporated herein by reference as if set forth in full.

C. Additional Licenses and Services. Any additional licenses and services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

4. Section "5. Payment" of the Software Services Agreement is hereby amended as follows:

5. PAYMENT.

CONTRACTOR shall submit to COUNTY an annual invoice for the FacilitiesLink Program at the beginning of each annual Service Period, and any invoices for additional Services upon CONTRACTOR's delivery of the requested work product, itemizing all of the licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved, and include any and all appropriate backup documentation as specified, by County Administrator Officer and the Humboldt County Auditor-Controller. Payment for licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: County Administrative Office
Attention: Travis Smith, CAO Project Manager
825 Fifth Street, Room 112
Eureka, California 95501

5. The Software Services Agreement is hereby amended to delete Exhibit A – Scope of Services (“Exhibit A”), and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions.
6. Except as modified herein, the Software Services Agreement dated March 15, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Software Services Agreement, the provisions of this Second Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

METABIM, INC.

By: Roger Anderson
Name: Roger Anderson
Title: President/CEO

Date: 6/8/21

By: C. Spurrell
Name: Catherine Spurrell
Title: Vice President of Operations

Date: 6/8/21

COUNTY OF HUMBOLDT

By: _____
Name: _____
Purchasing Agent

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Pricing Schedule

EXHIBIT A
SCOPE OF SERVICES

MetaBIM, Inc.

For Fiscal Years 2017-2018 through 2023-2024

1. SERVICES:

- A. Development, Installation, Implementation and Hosting Services. CONTRACTOR shall develop, install, implement and host the MetaBIM Facilities Link Asset Management Software system, including, without limitation, loading existing COUNTY databases onto the system provided pursuant to the terms and conditions of this Agreement, in accordance with any and all protocols agreed upon by CONTRACTOR and the County Administrative Officer.
- B. Technical Support Services. CONTRACTOR shall respond to COUNTY inquiries regarding any issues involving the implementation and operation of the MetaBIM FacilitiesLink Database system, including, without limitation, verification of any reported errors, provide acceptable problem workarounds and communicate with designated COUNTY contacts on status and/or additional problem information. Any and all support issues will be tracked and managed by CONTRACTOR's Account Manager. Simple issues and requests will generally be resolved within twenty-four (24) hours from receipt of notification thereof. Moderately complex issues and requests will generally be resolved within one (1) week from receipt of notification thereof. Complex issues and requests that are beyond the scope of the support services provided pursuant to the terms and conditions of this Agreement and will be fielded through discussion and potentially lead to an additional project proposal from CONTRACTOR's Account Manager to the County Administrative Officer.
- C. Maintenance Services. CONTRACTOR shall maintain and update the MetaBIM FacilitiesLink Database system, including, without limitation, providing any and all necessary security updates, routine backups, software upgrades and ongoing program development, in accordance with any and all protocols agreed upon by CONTRACTOR and the County Administrative Officer.
- D. Training Services. CONTRACTOR shall provide a comprehensive training program regarding the implementation and operation of the MetaBIM FacilitiesLink Database system which includes, without limitation, all of the following:
 - 1. "Train-the-Trainer" training sessions which include individualized one (1) on one (1) instruction with key COUNTY personnel.
 - 2. "End-User Training" sessions with selected COUNTY user groups with periodic annual refresher training sessions as needed.
 - 3. "One-Time Remedial Training" session with COUNTY staff who may be experiencing difficulties with the MetaBIM FacilitiesLink Database system.
- E. CAD Floor Plan Surveying Services. CONTRACTOR shall provide the time and expertise required to generate site-verified architectural floor plans of one hundred thousand (100,000) square feet of specified COUNTY facilities, including, without limitation, the Coroner's Office, Mental Health Administration, Public Works Land Use Division and the Department of Health and Human Services Garberville facilities, and provide scaled floor plan CAD files for each accessible level of such facilities. CONTRACTOR shall integrate and upload the scaled floor plan CAD files to MetaBIM FacilitiesLink, and engage with COUNTY to accurately identify

room numbering, in order to develop a comprehensive space accounting and inventory, within the FacilitiesLink system, for each surveyed facility.

- E. **Additional Services.** In addition to delivery of the FacilitiesLink Program, CONTRACTOR provides optional facilities data services related to the surveying, acquisition and management of facilities information ("Services"). COUNTY may at its option engage CONTRACTOR for the delivery of specific Services set forth in Exhibit B.

1. COUNTY initiates the process by requesting a quote from the CONTRACTOR, which would provide a quote to the COUNTY in accordance with the Pricing Schedule in Exhibit B. Performance of Services commences upon COUNTY's issuance and CONTRACTOR's acceptance of purchase order or other valid work authorization. Invoicing is submitted to the COUNTY after the work products have been delivered and accepted by the COUNTY. Services rely on FacilitiesLink for production of the requested work. The COUNTY must be a customer of the Program in good standing to engage CONTRACTOR for Services.

- F. **Custom Development – Upload ADA Data Form.** CONTRACTOR shall will design, build and implement functionality to upload Americans with Disabilities ("ADA") survey data directly to HumCo FacilitiesLink. The ADA Surveys module is organized on HumCo FacilitiesLink such that there is one survey per building. On a building by building, survey by survey basis, COUNTY staff will be able to replace all of the data within an ADA Survey on HumCo FacilitiesLink by exporting the Microsoft Excel spreadsheet to an ASCII text file containing tab-delimited table data, and uploading the file to HumCo FacilitiesLink using an "Upload ADA Data" form. The uploaded data will require a consistent table structure, number of field (or columns), the field names, the order of the fields and the type of data within each field. COUNTY will provide CONTRACTOR with guidance on what this structure will be at the beginning of the project by providing an initial sample of the data export.

CONTRACTOR will reach out to COUNTY upon completion of the functionality and give the COUNTY the opportunity to test, review and accept the "Upload Data Form." After acceptance of the custom "Upload Data Form" development, any additional changes or extension of the functionality may require an additional quote.

CONTRACTOR will provide documentation and training to COUNTY staff on the use of the new functionality.

2. SCHEDULE:

- A. **Start-Up Meeting.** Within one (1) month after commencement of this Agreement, CONTRACTOR shall schedule a program start-up meeting with key COUNTY personnel. The program start-up meeting shall include, without limitation, discussion regarding program organization, responsibilities of COUNTY personnel and stakeholders, development of program objectives, scheduling of CONTRACTOR's initial database loading efforts, scheduling and prioritization of COUNTY's unit goals by quarter and development of a program communications plan that will be used to update COUNTY on program progress.
- B. **Initial Database Loading.** Within two (2) months after commencement of this Agreement, CONTRACTOR shall begin loading the MetaBIM FacilitiesLink Database system with any and all necessary information, including, without limitation, a COUNTY buildings inventory, a rooms and space inventory, COUNTY maps and floor plans, COUNTY property and grounds

information, a COUNTY divisions and units organizational tree, COUNTY employee data integration and a digital plan room with any and all applicable as-built drawings.

- C. Monthly Program Update Meetings. Each month after commencement of this Agreement, CONTRACTOR shall hold monthly program update meetings with key COUNTY personnel which include, without limitation, review of any and all progress towards COUNTY's unit goals, discussion of specific action items, job planning and item delegation for the next monthly program update meeting.
- D. Quarterly Review Roadmaps. Each quarter after commencement of this Agreement, CONTRACTOR shall provide COUNTY with quarterly review roadmaps which summarize all progress made during the previous quarter and set any and all goals and objectives for the upcoming quarter.
- E. Floor Plans. CONTRACTOR shall provide COUNTY with scaled floor plan CAD files and hard-copy plan sets within ninety (90) days after receiving notice to proceed with the CAD floor plan surveying, scanning and processing services set forth herein.

3. DELIVERABLES:

CONTRACTOR shall provide COUNTY with a turnkey, hosted version of the MetaBIM FacilitiesLink Database system which includes data center facilities, server hardware, network Bandwidth and systems administration, application licensing and database migration functions.

CONTRACTOR shall provide COUNTY an ADA Surveys module that allows ADA survey data to be uploaded directly to HumCo FacilitiesLink.

4. ACCEPTANCE CRITERIA:

The effectiveness of the development, installation, implementation, hosting, technical support and maintenance services provided pursuant to the terms and conditions of this Agreement shall be based on whether the MetaBIM FacilitiesLink Database system maintains a ninety-nine percent (99%) reliability rating throughout the term of this Agreement and any extensions thereof.

5. PLACE OF PERFORMANCE:

Any and all hosting services provided pursuant to the terms and conditions of this Agreement shall be performed at CONTRACTOR's offices and data center facilities. Any and all training sessions and meetings conducted pursuant to the terms and conditions of this Agreement shall be held at COUNTY designated locations within Humboldt County.

6. COUNTY RESPONSIBILITIES:

- A. Designation of a Program Manager. COUNTY shall designate a Program Manager that is responsible for managing the program. COUNTY's Program Manager shall be CONTRACTOR's primary point-of-contact for any and all issues related to the licenses and/or services provided pursuant to the terms and conditions of this Agreement, including, without limitation, coordination of data loading efforts during the initial months of engagement.
- B. Provision of Necessary Facilities. COUNTY shall provide a classroom and/or computer lab for the "End-User Group Training" sessions provided pursuant to the terms and conditions of this

Agreement.

- C. Data Preparation. Any and all data provided by COUNTY shall be digitized and reasonably clean and organized prior to being loaded onto the MetaBIM Facilities Link Database system provided pursuant to the terms and conditions of this Agreement. CONTRACTOR may assist with general data processing and systematic cleanup efforts, but will not be responsible for the digitization of legacy data or data scrubbing of individual records.

Exhibit B – Pricing Schedule

FacilitiesLink™ is an integrated, geospatial, scalable and secure suite of 48 enterprise facilities database modules spanning campus planning, real estate, space and utilization, cost accounting, facilities management, project management, equipment management, energy and utilities, operations, safety, accessibility and compliance.

FacilitiesLink Applications

| | | | |
|--|---|---|---|
| My Info Living Point Links | Departments Log's Link, Home Pages | Instruction Costs, Standards | Property Map, Info, Livelihood |
| Accounting Financials, Budgets | Divisions GPS, Locations, Addresses | Insurance Geographic Programs | Regions Planning, Data, Data |
| ADA Survey Survey, Information | Documents Notes, Plans, Files | Key Control Key Requests, Access | Research Geospatial Projects |
| Buildings Facility Name Pages | Equipment Assets, Maintenance | Leasing Landmarks, Rentals | Roof Plans Geospatial Roof Plans |
| Call Log Internal, External, Email | Events Facilities, Technology | Lock Shop Custs, Locks, and Keys | Room Use Space, Land, Status |
| Capital Budget, History, Major | Features Data, Equipment, Assets | Mapping Map, Asset, Data, Map | Schedules Data, Events, Calendar |
| Comments Notes, Forum, Blog | Floor Plans Existing, Proposed, Color | Master Plans Data, Logical, Strategic | Space Inventory Rooms, Space, Reports |
| Conditions Geospatial, History | Function History, Location, Data | Minor Projects History, Home, Pages | Space Moves Relocations, Planning |
| Contacts Directory, Address, Books | Geodatabase Data, Features, Location | Mobile Work Data, Time, and Location | Timecard Hours, Labor, Reports |
| Contracts Quotes, Bids, Services | Grounds Outdoor, Site, Features | Pictures Images, Facilities, Updates | Work Orders Work, Orders, Reports |
| Database SQL, Tables, Data Mining | Indirect Cost Overhead, Allocation | Plan Sets Data, Data, Location | Help Docs Help, Data, Manual |
| Declarations Environmental, Projects | Infrastructure Map, Data, Location | | |

Annual Subscription to the FacilitiesLink™ Program includes access to all 48 modules, unlimited Customer accounts, turnkey data center hosting, unlimited Customer Data storage, all backed by MetaBIM's unrivaled Open Door Support™ Program.

| Customer Size / Gross Square Feet | Annual Program Pricing |
|-----------------------------------|------------------------|
| 100K GSF – 500K GSF | Starts at \$7,200 |
| 500K GSF – 1.5M GSF | \$7,200 - \$ 18,000 |
| 1.5M GSF – 3M GSF | \$18,000 - \$30,000 |
| 3M GSF – 10M GSF | \$30,000 - \$80,000 |
| 10M GSF – 15M GSF | \$80,000 - \$120,000 |
| 15M GSF – 20M GSF | \$120,000 – \$150,000 |
| 20M GSF < Campus | By Quotation |

Additional Services Pricing

MetaBIM provides a suite of additional services for its Customers relating to the surveying, acquisition and development of facilities information products as well as management of Customer Data on the MetaBIM Program. The Customer may request a quote from MetaBIM for any of the Services below.

Existing Building Surveys – XBSSM

"Inside the Building"

| | | |
|------|--|---------------|
| XBS | Field-verified 2D architectural floor plans of existing conditions | \$0.09 / SF |
| XBM | 3D BIM Models developed from XBS CAD floor plans | \$0.50 / SF |
| SIA | Space audit, department assignment and occupancy details | \$6 / Room |
| P360 | 360° panorama photo to support an online visual of space | \$6 / Room |
| QRID | Catalog, locate, photograph and QR code fixed assets | \$8-12 / Item |

Campus Mapping Services – CMSSM

"Outside the Building"

| | | |
|------|---|---------------|
| CMS | Develop geo-referenced campus civil / ground base maps | By Quote |
| QRID | Catalog, locate, photograph and QR code fixed assets | \$8-12 / Item |
| GRND | Capture and define geo-referenced outdoor places and spaces | By Quote |
| RAP | Take aerial photographs of buildings and grounds using drones | \$50 / Photo |

Digital Plan Room – DPRSM

"Document Library"

| | | |
|-----|--|---------------|
| DPR | Scan, detail and organize architectural drawings and plans | \$2 / Sheet |
| SFD | Digitize and file small-format documents, manuals and specs | \$0.15 / Page |
| C3 | CAD floor plan files updated to AIA and client CAD standards | \$50 / Plan |

Project Database Services – PDSSM

"Construction Projects"

| | | |
|-----|--|-------------|
| XBS | Field-verified 2D architectural floor plans of existing conditions | \$0.09 / SF |
| XBM | Field-verified 3D architectural BIM models of existing conditions | \$0.50 / SF |
| CMS | Update campus map databases as property is developed | By Quote |
| SIA | Space audit, department assignment and occupancy details | \$6 / Room |
| DPR | Archive plan sets and project documentation for reference | \$2 / Sheet |
| XPM | Setup preventive maintenance and document new equipment | By Quote |