



SINGLE PROJECT PRICING PRODUCT SCHEDULE, dated as of June 1, 2023 ("Product Schedule"), to the Master Subscription Software as a Service Agreement, dated as of November 3, 2021 (the "Agreement") between LCPtracker and Client

Terms not defined herein shall have the meaning ascribed to them in the Agreement unless a new definition is provided herein. The address for invoicing the Client is by email at kmbartle@jacksongov.org attn Compliance Review Office (Client to inform LCPtracker in writing thirty days in advance if this changes). Both parties hereto that LCPtracker is providing access to the following Services subject to the terms and conditions of the Agreement and this Product Schedule as follows:

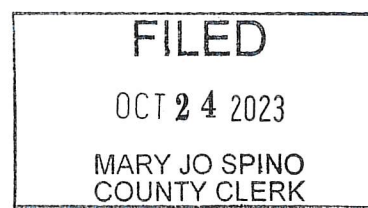
A. SERVICES

LCPtracker Pro – Single Project Pricing		Term	Price
Single Project Pricing - Annual Access Fee			
Phase 1 of Detention Center Project (June 2023) Capacity: Project \$100 Million to \$250 Million This is an annual fee for each project entered into the Services. For projects longer than the one (1) year standard subscription period, but with Client data stored by LCPtracker for less than eighteen (18) months, a six (6)-month prorated Service Fee applies for the first six (6) months of the succeeding year, but at a 10% premium (due to our pricing being priced out at a one-year term cost).		Annual	\$11,350.00
Phase 1 of Detention Center Project (June 2023) Capacity: Project \$100 Million to \$250 Million Annual Access Fee for OnSite Module		Annual	\$2,300.00
Optional Services			
Wage (prevailing, union or living) Data Entry & Maintenance Pricing:		Per Hour	\$125.00
Web-Based Admin Training		Per Session	\$750
Web-Based Contractor Training		Per Session	\$500
*Sales tax will be added per your state law at final invoicing.			

B. SINGLE PROJECT PRICING TABLE

The Service Fees below for Single Project Pricing are priced in accordance with the accurate Construction Award Total for each project indicated (Client responsibility) as "Open/Active" projects in the Services for Client and its Affiliates during the one-year period of each applicable Subscription Term. Each one-year term for each project entered into the Services begins on the date of entry of that project into the Services and renews on the yearly anniversary of the relevant project entry into the Services.

Single Project Service Fee (2023 Standard Pricing) for Administrator access to the Services (upon reaching the applicable tier) per each construction project annually			
Construction Award Total for the construction project in the annual period of the Subscription Term	LCPtracker Professional Annual Access Service Fees	Daily Reporter Add-on Module Annual Access Service Fees	Onsite Add-on Module Annual Access Service Fees
Under \$5 million in construction costs	\$1,350	\$750	\$650
Project \$5 million to under \$10 million	\$2,850	\$1,450	\$950
Project \$10 million to under \$25 million	\$4,100	\$2,100	\$1,150
Project \$25 million to under \$50 million	\$5,350	\$2,750	\$1,600
Project \$50 million to under \$100 million	\$7,750	\$3,900	\$1,800





Project \$100 million to under \$250 million	\$11,350	\$5,650	\$2,300
Project \$250 million to under \$500 million	\$13,850	\$6,950	\$3,450
Project \$500 million to \$1 billion	\$16,700	\$8,400	\$4,600
Project over \$1 billion to \$2 billion	\$20,250	\$10,200	\$6,100
Add this fee for every \$500 million over \$2 billion in Construction Award Total for each project	\$3,800	\$1,900	\$400
****Construction Award Total* means for each construction project the amount in the "Budget" field, which is required to reflect the correct total updated construction bid award amount for the relevant project including change orders. This calculation is done monthly by LCPTracker. If a project is closed and no longer marked "Active", the project will no longer be counted in that month's open active projects.			

C. CONSTRUCTION AWARD TOTAL

- (a) The original winning bid amount for Client's construction project must be provided by Client to LCPtracker so it may be entered accurately in the relevant project "Budget" field in the LCPtracker Professional services platform. The winning bid amount must be updated by Client if change orders exceed 25% of the original total project winning bid amount for the relevant project (through written requests to LCPtracker Support Department – support@LCPtracker.com)
- (b) Failure by Client or their Affiliates to accurately update LCPtracker Support Department about changes to Budget field for any applicable project will be a material breach under the Agreement and will not remove the Client's obligation to pay the amounts due for the Services based on an accurate "Budget" field.
- (c) Periodically LCPtracker performs audits of project "Budget" fields to ensure accuracy and may reach out to Client to confirm the project "Budget" amounts accuracy. Failure by Client to timely respond to a request for information in relation to any such audit will allow LCPtracker to adjudicate that labor wages will account for 25% of the supplied project "Budget" amount and amend the relevant "Budget" amount accordingly in the Services. Client will be free to dispute this value with LCPtracker by providing accurate information in relation to Construction Award Total at any time.

D. PAYMENT TERMS

- (a) Service Fees due under this Product Schedule are due on the date hereof or on the yearly anniversary hereof unless provided otherwise.
- (b) Service Fees for access to the Services for any construction project will change if one of the following events occurs: (i) if the "Budget" amount for any construction project entered in LCPtracker during the then current year of the Subscription Term exceeds the Construction Award Total level purchased for that construction project for that year (Client will then be invoiced for an amount equal to the difference between the Construction Award Total level provided for that Subscription Term and the level for which the current Construction Award Total applies, prorated for the number of months remaining in the then current Subscription Term for that construction project. This invoice shall be due and payable upon receipt. The new rate will then be applicable to the immediately following Subscription Term); (ii) the Construction Award Total increases beyond the previously purchased level at the time of renewal; or (iii) a notice is given to Client pursuant to D(e) below.
- (c) Fees for optional additional professional services to be included into the Services shall be invoiced and due upon delivery of the applicable service at the then current pricing of LCPtracker, unless any such service exceeds thirty (30) days, then invoices will be rendered at the end of each month and payable upon receipt thereof by Client by email.
- (d) Client is responsible for closing each construction project upon the completion of such project in order for it not to be included in the succeeding Subscription Term. Closing a project does not pause billing for that project for that one-year period.
- (e) The prices and terms of this Product Schedule are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to Client of such changes by an email to the Client contact and will only become effective to Client on said renewal date.
- (f) If Client has no active projects at the time of a yearly renewal and Client wishes to keep its account open (in such case the then current LCPtracker active database fee shall apply).
- (g) *Sales tax will be added per your state law at final invoicing.

E. ADDITIONAL TERMS: (if any)

1. The Parties agree that Client shall serve as the business or controller and LCPtracker shall serve as the service provider or processor, as those terms are defined under applicable law. LCPtracker, as a service provider on behalf of Client, shall not access, use, process or retain Client Data containing PII except as necessary to perform its obligations under this Product Schedule except in strict accordance with the written instructions of Client, or as otherwise required for LCPtracker to meet its own legal obligations under applicable law. Notwithstanding the foregoing, LCPtracker may use, disseminate, and otherwise process deidentified or aggregated Client Data to the full extent allowed under applicable law and pursuant to its own discretion. LCPtracker shall use reasonable endeavors to notify Client in the event that it receives any consumer rights requests under Applicable Law, if the requestor informs LCPtracker of the relevant employing entity who is also the Client, and the Client shall have the sole responsibility in responding to such requests, and also for ensuring the requestor's identity.
2. Client is solely responsible for its and its Users' compliance with all Applicable Law in the use of the Services and LCPtracker shall have no liability for Client's or its Users' input of data or use of the Services. Client agrees that that Client (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the LCPtracker system, and (b) further understands that bulk uploads/API/data migration/auto-geo assignments are



effective only as of the date of the upload(s)/migration(s). Client accepts that auto-geo assignments are automatically corrected by Microsoft based upon the co-ordinates in the KML file supplied by Client to LCPtracker, and further the accuracy of data subject location has some inaccuracy due to combining pure mapping co-ordinates (or deficiencies within those co-ordinates) with residential locations.

LCPtracker, Inc.

Client: Jackson County, Missouri

By: 
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By: 

Name: Kris Vincil

Name: Bob Clutsinger

Title: Sales Director, Recurring Sales

Title: Director of Finance

Date: 9/10/2023

Date: 9-6-2023

APPROVED AS TO FORM

County Counselor

ATTEST:

Clerk of the County Legislature

R. 21376

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$44,711.00 is herein authorized. Funds for future years are subject to appropriation in the County's then current annual budget.

Date

9-6-2023


Director of Finance and Purchasing
Account No. 013 0302 56023

PC 030223001 000 ML