

A. Description

NV5 Geospatial Solutions, Inc. (“NV5GS”) is pleased to offer customers Choice Program Credit product support bundles in increments of 5, 15, 20 and 50 credits. The Choice Program is intended to be utilized for product support activities that reside within a specified category. Examples of the types of product support activities that are eligible for this program include NV5GS conference registrations, corporate training classes, and on-site or custom technical support. Customers are provided the flexibility with the Choice Program increments to allocate the proportion of funding across these support activity categories after the credits are purchased.

B. Eligibility for Choice Program

To be eligible for NV5GS’s Choice Program each customer is required to remain current on product maintenance term during the period of their Choice Program agreement. Standard maintenance is described at <https://www.NV5GeospatialSoftware.com/Support/Maintenance>, which may be changed from time-to-time.

C. Payment

All purchases through the Choice Program are non-refundable and payable in net 30 days terms only. Credit cards and checks are also acceptable forms of payment. For orders less than \$1,000.00, NV5GS requires credit card payment. If multiple Choice Program Credit packages have been purchased throughout the course of a year by the same customer, separate quotes for each package will be issued. All purchased credit packages will have a unique end date, regardless of when each was first licensed. Choice Program Credit packages cannot be pro-rated.

D. Status of Credit Balance

Customer can request a status of purchased and redeemed Choice Program Credits from customer’s selected point of contact and NV5GS shall provide accordingly.

E. Choice Program Credit Expiration

Choice Program Credits expire 12 months from date of purchase, with a total execution period of 18 months. Credits will be synchronized to carry through the end of the month that they were purchased to align with an existing maintenance agreement. NV5GS will provide the authorized contact with a summary report outlining usage of Choice Program Credits no later than 60 days before the expiration date. After the expiration date, any remaining credits not allocated to an activity will be redeemed with no future expectation for services associated with those credits.

F. Authorization of Choice Program Credit Use

Customer will contact their NV5GS designated point of contact to request Choice Program Credit Allocation. Credit Allocation begins with a customer submission of an activity description. NV5GS will respond with a Choice Program Credit estimate by email, for subsequent customer approval and authorization. Upon customer

approval, NV5GS will schedule the activity, and allocate the amount quoted from the balance of Choice Program Credits available. Credit use/task execution is contingent on schedule and resource availability. Credits are not redeemable in increments smaller than five (5).

G. Travel and Per Diem

Any NV5GS travel and per diem shall be quoted separately. Customer may direct NV5GS to use Choice Program Credits for travel and per diem expenses, or customer may issue a separate purchase order and NV5GS will provide a separate invoice for travel and per diem expenses.

H. Verification of Credit Use

Customer shall contact NV5GS and provide an email notification of Credit Redemption within 14 days of completion of credit use/task execution. If NV5GS does not receive the customer sign-off during this period, NV5GS will automatically determine the task as accepted. Choice Program Credits will be allocated prior to completion of the requested work and will be redeemed upon receipt of the email notification. The customer may use additional available credits, procure additional credits, or request NV5GS to stop work once all credits are redeemed.

I. Limitation of Services

The Choice Program Credits are not intended to provide deliverables such as, but not limited to, software code, custom training/course development, or recurring consulting services. The program provides general technical advisory and consulting services support, but any project-related activities that require NV5GS Solutions Delivery support will be scoped, budgeted, and scheduled separately. If these types of professional services are required, customer will need to enter a separate contractual agreement for professional services.

J. Definitions

- a. **“Choice Program Credits”** means credits that Customer may use in exchange for activities within the designated category of support activities. Customer will receive the number of Choice Program Credits ordered. Customer may use the credits toward any combination of approved registration, corporate training, technical support, or related expenses. Customer may purchase, for an additional price, additional packages of Choice Program Credits at any time
- b. **“Credit Allocation”** means that NV5GS has approved the specified activity, and a designated number of credits have been assigned to the task. This allocation is required before resources are scheduled or assigned to the task.
- c. **“Credit Redemption”** means that the activity associated with a pre-defined allocation of credits has been completed, the customer has approved the completion of the task, and the allocated credits have been deducted from the customer Choice Program Credit balance.

- d. **“Maintenance Term”** is the start and end dates, during which customers with licensed products are entitled to receive the applicable maintenance benefits.

K. Defense or Military Application.

At the time the Choice Program Credits are requested or before the NV5GS technical advisor performs any activity, customer will inform NV5GS if any of the requested activities, consulting, training, or support provided by NV5GS is directly related to a defense article or for a military application.

L. Invoicing

- a. NV5GS shall invoice customer as quoted for the Choice Program Credits. NV5GS will invoice fees for additional Choice Program Credits upon receipt of customer’s order.
- b. For NV5GS travel related expenses, customer may elect to do one of the following: (1) use learning and services credits to pay for NV5GS related expenses or (2) request a separate invoice for NV5GS’s related expenses including NV5GS’s standard handling fee. NV5GS will invoice for all meals (excluding incidental expenses) on a per diem basis in accordance with the per diem rate specified on the government General Services Administration (GSA) website at <http://gsa.gov/>.

M. Termination and Exceptional Circumstances

- a. Either party may request that Credit Allocation be reassigned within ten (10) calendar day’s prior written notice to the appropriate party. Reallocation of purchased credits must occur within the original expiration period. Once the notification is received, NV5GS will terminate all open tasks scheduled in an orderly manner as soon as practical or in accordance with a schedule agreed to by both parties. Reallocation of credits cannot occur if the following conditions exist: (1) the scheduled task has already been initiated, (2) non-refundable travel required to complete the tasks has been purchased, or (3) the task has entered the 14-day redemption/approval process.
- b. If, for some reason, the Choice Program Credits cannot be reassigned within the original expiration date, the customer may request an extension of the purchased credits expiration date. These exceptions will be evaluated by NV5GS on a case-by-case basis, not to exceed an extension period of 3 months.

N. Examples of Credit Purchases

- On-site technical support (at customer location) ENVI coaching, code review, etc.
- EAS Full Pass
- Geospatial Services Framework (GSF) Fast Start
- On-site Commercial Training (at customer location)
- Silver level upgraded technical support