

Dig Safely New York

Kevin Hopper, Executive Director



# 2015 STATE DAMAGE PREVENTION PROGRAM GRANTS FINAL REPORT

Final Grant Report of Dig Safely New York 2014 State Damage Prevention Grant, Award Number: DTPH56-15-G-PPS17

# 2015 State Damage Prevention Program Grants Final Report CFDA Number: 20.720

Award Number: DTPH56-15-G-PPS17

**Project Title:** Dig Safely New York State Damage Prevention Grant

**Date Submitted:** October **Submitted by:** Kevin Hopper

### **Specific Objective(s) of the Agreement**

Under this grant agreement, the DSNY will:

Develop and implement effective training programs to set new standards for training from the one-call center and further the reach of training offered.

### Workscope

Under the terms of this grant agreement, the Grantee will address the following elements listed in 49 U.S.C. §60134 (b) through the actions it has specified in its Application.

**Element 4 (Effective Employee Training):** Participation by operators, excavators, and other stakeholders in the development and implementation of effective employee training programs to ensure that operators, the one-call center, the enforcing agency, and the excavators have partnered to design and implement training for the employees of operators, excavators, and locators.

Accomplishments for the grant period (Item 1 under Agreement Article IX, <u>Section 9.02</u> <u>Final Report</u>: "A comparison of actual accomplishments to the objectives established for the period.")

[How did you progress on each of the items/elements provided in the "Specific Objectives" and "Workscope"? How did your progress compare with established objectives? Start with an overall description followed by item-by-item or element-by-element detail if possible.]

### **Project 1 Description**

Using a 2013 State Damage Prevention Grant, Dig Safely New York developed a certification program for excavators in safe digging best practices. The curriculum incorporates the Nine Elements of an Effective Damage Program, combining various learning styles, including visual, audio, and hands-on. Classes are intimate in size to allow for group discussions and manageable group work. A situational-based workbook was developed to give class participants the opportunity to apply knowledge they learn and discuss into what could be a real-life situation in the field. This is a complex workbook set up like an adventure novel so that groups cannot just guess the next step or correct answer to continue on with their job based on the page numbers. Class participants have to apply the knowledge they have learned in the first section of the course in order to work through the obstacles encountered in their assigned job. The Certified Excavator Program (CEP) in Safe Digging Best Practices was rolled out in May 2015, with 17 classes offered from June through November 2015. A total of 312 individuals voluntarily signed up and

took the CEP class. From January through April 2016, another 180 individuals became certified through the program.

Dig Safely New York believes this program is establishing a recognized standard of procedures and processes designed to prevent damage to underground pipelines. Successful participants and companies of the CEP also use the designation for marketing purposes. Member utilities have expressed interest in the program, signing up employees for private classes at their facilities, and noted that future contracts for third-party excavators could include the stipulation that the organization, employees, or specific employees on the job site must be certified through the One-Call Center.

To enhance the Certified Excavator Program in Safe Digging Best Practices efficiency, availability, cost effectiveness, and reach, Dig Safely New York is seeking funding to develop a web and mobile app-based program to heighten the program. Dig Safely New York researched and located a reputable company to build a CMS-based program for web and mobile app platforms. The company, 3 Sided Cube, is based in Bournemouth, England and has developed applications for organizations including, but not limited to, the American Red Cross, Babies R Us, ASPCA, and the Royal National Lifeboat Institution. The custom built program would be offered through a portal on the web through the Dig Safely New York website, and via mobile app for IOS operating system. By developing the digital Certification Program through a CMS, this will allow Dig Safely New York the ability to run, manage, validate comprehension, and edit as warranted without third-party assistance and incurring additional costs. Offering the four-hour Certification Program digitally will save money on printed materials, cost of labor, and allow more excavators to be trained when it is both convenient for them and their organization, as well as make it more appealing for employers to require or recommend the course to their employees. This project will enhance aspects of many of the Nine Elements, including Element 2, 4, 5, 8, and 9. For the purpose of this Grant Application, this project will focus primarily on Element 4.

### Midterm Progress Report as of April 30, 2016:

After submitting the 2015 grant application, Dig Safely New York continued to research cost effective ways to offer the digital Certified Excavator Program after the build was complete. During this research, Dig Safely New York representative came across a learning management software called 4IO Solutions. 4IO Solutions is a customizable education management system that allows us to build our own curriculum from the ground up with support and enhanced development; track curriculum from the top down allows us to measure progress, engagement, and effectiveness; and, create a visual platform for individualized learning. Dig Safely New York reached out to 4IQ Solutions for a demonstration, discussions on needs, and a quote for work. With the ability to utilize the 4IQ program for not only the Certified Excavator Program in Safe Digging Best Practices, but other training programs for excavators, locators, first responders, operators, etc., as well as use the program to build internal employee training courses. Dig Safely New York, determined 4IQ Solutions to be the best possible fit for this grant project, needs for the organization, and training needs for stakeholders around the state. Following the grant award, Dig Safely New York signed a contract with 4IQ Solutions and immediately began discovery calls for development purposes. A test environment within the solution was created for Dig Safely New York representative to learn and play around with the capabilities of the tool, as well as determine what capabilities were missing for the purposes of damage prevention training. Following these discovery calls and software enhancements, Dig Safely New York purchased Storyline by Articulate,

intuitive software for creating interactive scenarios for the CEP online course. This software fully integrates with 4IQ Solutions, and is allowing Dig Safely New York to turn its group activity workbook into an interactive, visual online workbook. Using Articulate, we can build any interaction, get instant interactivity, and personalize it to each specific user. Currently, Dig Safely New York is in the process of building out its nine job scenarios within the workbook completed in 2015 within Articulate to place into the 4IQ software. Also in progress is the interactive lecture. Dig Safely New York has written out a script and is bringing in talent to record the lecture and put those records over appropriate visual slides, Articulates, and even non-graded pop quizzes. Following the development of these two pieces, Dig Safely New York representatives will work with developer at 4IQ Solutions to randomize Articulate scenarios given to individuals, work out a registration process, randomizing question pools for the final evaluations, and enabling a registration and payment process. Once everything is completed with the course, Dig Safely New York will begin beta testing and working out the bugs with the assistance of 4IQ developers before rolling out the digital offering to the public.

Other representatives of Dig Safely New York are working on building out internal new hire training programs simultaneous within 4IQ Solutions. This solution, once completed, will revolutionize the way training is offered at Dig Safely New York both internally and externally.

### Progress as of October 14, 2016:

The online Certified Excavator Program public rollout is anticipated for the end October. The program is going through its final phases of completion and testing. The program has not yet been rolled out to the general public due to testing that had been conducted throughout September and into October, with fixes to the system by the developers. After testing and updating glitches with the program, programs within 4IQ are projected to be completed and rolled out no later than October 1, 2016.

# Quantifiable Metrics/Measures of Effectiveness (Item 2 under Article IX, <u>Section 9.02 Final Report</u>: "Where the output of the project can be quantified, a computation of the cost per unit of output.")

[This may be difficult to explain for every grant project, but we're trying to get a sense of how effective this grant work has been in improving your damage prevention program. If your grant is more data oriented, you likely had some sort of metrics in mind to improve upon. If so, what were those metrics and how does the data look now compared to when the program started? If you're doing something along the lines of enforcement that involves incident review, how many cases have you been able to review/close and/or fines collected compared to before the grant work? If you are working on something more along the lines of public awareness, how many stakeholders have you been able to reach? Even if you don't have the metrics fully defined, put whatever you can here.]

• While building the online Certified Excavator Program, as described in the grant's project description, it is difficult to provide quantifiable metrics. However, upon

utilization for a period of six months to a year, we will be able to provide metrics on the number of people registered, taking, and those that have successfully completed or failed the course. We will also be able to analyze the teaching and learning process per student and across the board to assess and enhance learning techniques, experiences, and environments to clearly instill NYS Code Rule 752 and the Common Ground Alliance Best Practices on excavators working in New York State.

- To summarize, we will be able to report on the following:
  - Number of individuals that take the online Certified Excavator Program in Safe Digging Best Practices.
    - Which industries these individuals are from based on assessments and personalization of the program.
    - Analysis of training numbers and whether the online program furthers the reach and availability of training.
  - Effectiveness of training being offered.
  - Cost effectiveness of offering the Certified Excavator Program in Safe Digging Best Practices classes online versus in person.

# Issues, Problems or Challenges (Item 3 under Article IX, <u>Section 9.02 Final Report</u>: "The reasons for slippage if established objectives were not met.")

[If the project has successfully concluded on schedule, simply state that there are no issues, problems or challenge to report. If there have been delays for any reason, explain what they are and how they have impacted the grant work. For instance, with some States, even after an agreement is in place, it has to be sent back to the Governor's office for approval, which takes more time than originally anticipated. Even if work began immediately after the agreement was in place, other delays could have been caused by personnel changes or issues that arose as the project progressed.]

For this project, the only issue is that the development of the program has taken more time than anticipated. With such a complex build-out, the program needs to be perfect before being rolled out to the general public, and therefore, Dig Safely New York has been taking every measure to ensure its success from the get-go, as this is already a highly coveted program.

### **Final Financial Status Report**

[Per the instructions in Article IX, Section 9.04 of your agreement (included below), the financial status report should be submitted with this final report to the Agreement Administrator (AA) and the Agreement Officer's Representative (AOR). Please see instructions below and include supporting documentation such as invoices, receipts, spreadsheets, etc. However, if there are any issues with the Financial Status Report or additional explanation is needed, please provide that information here. If there are any delays for whatever reasons, these should be communicated to the AA and AOR in advance.

From Article IX, Section 9.04 of your agreement: "At the end of the grant period, the Recipient must submit a Final Federal Financial Report, Standard Form 425 (SF-425), to report the status of all funds. In addition to the SF-425, the Recipient should provide the breakdown of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies,

Contractual, Other, and Indirect Charges). The Final Financial Status Report must be submitted to the AOR and the AA via e-mail, no later than 90 days after the grant period end date (see Section 1.03). If possible this report should be submitted, along with the Final Report, within 30 days after the grant period end date."]

The Final Financial Status Report can be found in Attachment 1 of this report.

The enclosures for the Final Financial Status Report can be found in Attachment 2 of this report.

### Requests of the AOR and/or PHMSA

[In most cases, any questions or actions requested of the AOR and PHMSA (such as grant modifications) should have been addressed in advance of filing the report. If this is the case, simply state "No actions requested at this time" or explain any actions that are currently in process. However, if something has come up recently, or if you haven't been able to discuss with the AOR yet, please describe here.]

Reimbursement will be requested utilizing the Department of Transportation Delphi System.

# Attachment One

	Web Development of the Certified Excavator Program Curriculum Estimated Bu	Actual				
Personnel	Description	Rate	Estimated Cost	Actual Spent	Grant Funded	DSNY Funded
Total Personnel			\$ -	\$0.00	\$0.00	\$0.00
Fringe Benefits	Description	Rate	Estimated Cost			
		\$ -	\$ -			
Total Fringe Benefits			\$ -			
Travel	Description	Rate	Estimated Cost			
				40.00	40.00	40.00
Total Travel			\$ -	\$0.00	\$0.00	\$0.00
Equipment	Description Co. 20 In the latest and	Rate	Estimated Cost			
De de la Tableta	Purchase of 60 iPads or tablet that can be used to replace the workbook with the new		¢ 24,000,00	622 742 00	622 742 00	
iPads or Tablets iPad Screen Protectors	digital program during in-person classes.	\$ -	\$ 24,000.00	\$22,743.00		
iPad Screen Protectors	protectors for iPad screens cables for iPads and charging stations		\$720 \$350	\$719.40 \$324.75	\$719.40 \$324.75	
iPad Individual Cases	cases for each iPad		\$3,000	\$2,758.80	\$2,758.80	
ir ad ilidividual Cases	Purchase of Two travel charging stations/cases that can hold 30+ tablets each to		\$3,000	\$2,736.60	\$2,738.80	
Tablet charging travel station	facilitate in person classes and protect the tablets being used in the classes.		\$ 3,000.00	\$3,229.93	\$3,229.93	
Total Equipment	racinate in person classes and protect the tablets being used in the classes.		\$ 27,000.00	\$29,775.88		
Supplies	Description	Rate	Estimated Cost	<del>+==,</del>	7=0,1000	
Cappiloo		rtuto	Zotimatou Goot			
Total Supplies			\$ -			
Contractual	Description	Rate	Estimated Cost			
	Develop and Implement the existing Certified Excavator Program into web-based					
4IQ Solutions	program that can be customized by Dig Safely New York on demand.		\$ 55,000.00	\$42,500.00	\$ 42,500.00	
	Two licenses to software to create interactive learning scenarios and slides - Storyline2					
Articulate Network	and Studio 13		\$4,000	\$3,914.00		
ZuluDesk	iPad management software		\$ 500.00	\$385.00		
Total Contractual			\$ 59,500.00	\$46,799.00	\$46,799.00	\$0.00
Construction	Description	Rate	Estimated Cost			
Total Constant tion						
Total Construction						
Other	Description	Rate	Estimated Cost			
Total Other						
			¢ 00 500 00	¢30.534.00	670 574 00	¢0.00
Total Direct Charges			\$ 86,500.00	\$76,574.88	\$76,574.88	\$0.00
Indirect charges			Ş -			
Total			\$ 86,500.00	\$ 76,574.88	\$ 76,574.88	\$ -

# Attachment Two

### **MASTER LICENSE AGREEMENT**

This Master License Agreement (the "Agreement") is entered into as of September 3, 2015, (the "Agreement Effective Date"), by and between:

4iQ Solutions, LLC	Dig Safely New York
"4IQ"	"Licensee"
5900 Sawmill Rd	5063 Brittonfield Parkway
Suite 220	East Syracuse, NY
Dublin, OH 43017	13057

This Agreement sets forth the terms and conditions under which the parties agree that 4IQ will grant the Licensee identified above, a license to use certain software as specifically identified in one or more separately executed schedules hereto (the "Schedules") and to purchase certain professional services (the "Services") as specifically identified in separately executed statements of work hereto ("SOWs"). In the event of a conflict between the terms and conditions of this Agreement and a Schedule or SOW, the terms and conditions of the Schedule and SOW shall prevail.

### 1. LICENSE GRANT

- a. 4IQ hereby grants to Licensee a irrevocable/perpetual license to use the object code version of each item of software licensed hereunder and one (1) copy of related user documentation (the "Documentation") in accordance with the terms and conditions of this Agreement and the applicable Schedule. The software (including server and client software) and all corrections, modifications, releases, refinements and enhancements shall be referred to as the "Software".
- b. This Agreement shall commence on <u>Secondary 1 2015</u> in full force and effect until <u>December 31 2016</u> unless otherwise specified on a Schedule, the term of each license shall be perpetual and shall commence upon delivery of the Software to Licensee (the "License Effective Date").
- c. Licensee may use the Software to perform the functions described in the Documentation (i) solely for Licensee's own internal business purposes, (ii) in the software operating environment (if any) specified on the applicable Schedule, and (iii) on computers owned or controlled by Licensee.
- d. Unless otherwise specified on the relevant Schedule, each copy of the server Software (the "Server Software") licensed hereunder may be installed on one single computer server.
  - Only those Licensee employees and individuals that have been granted access by Licensee for whom a license fee has been paid (the "Authorized Users") may access the Server Software.
  - ii) The Server Software may be relocated to and used on another Licensee server, provided no more than one (1) copy per license is used on more than one (1) server at any one time.
- Each Authorized User may access the hosted web site(the "4IQNet") on any individual personal computer used by that Authorized User.
- f. Each user will have access to 4IQ's copyright notice, proprietary legend and other indicia of ownership, in the content and format as those contained on the copy originally distributed to Licensee. Licensee shall retain complete and accurate records of user of the site distributed under this Agreement.
- g. Licensee shall not (and shall not permit any employee or other third party to) copy, use, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any trade secret information or process contained therein.
- h. Licensee may make a reasonable number of copies of the Software for backup and disaster recovery and for use in emergency situations only as and when necessary for business resumption purposes in the event Licensee's primary computing facility becomes inoperable, provided (i) any such use is at a Licensee owned or controlled location, (ii) Licensee reproduces all confidentiality and proprietary rights notices and maintains an accurate record of the location of each copy, and (iii) in no event will the backup copy be used in production unless use is due to a disaster.
- Licensee may provide access to any member of the Dig Safely New York and the New York 811 damage prevention One Call Systems. Access is granted for those members solely for training and education purposes and must be documented by Licensee.

### 2. PAYMENT PROVISIONS

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- a. Payment of all license and maintenance fees and all other charges under this Agreement shall be made in US Dollars and shall be due within thirty (30) days after receipt of 4IQ's applicable invoice. Payment of all Service fees shall be as specified on the applicable SOW and if not so specified will be due within thirty (30) days after receipt of 4IQ's applicable invoice. All past due amounts are subject to a late payment charge equal to the lesser of (a) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or (b) the maximum rate allowed by law.
- b. The prices and charges hereunder do not include any amount for taxes or duties. If any duty, sales, use, excise, property, withholding or other tax, penalty or interest, is, or should ultimately be, assessed against or is required to be collected by 4IQ or by any taxing authority in connection with its performance required hereunder, Licensee agrees to pay any and all such charges. This paragraph does not apply to 4IQ's income or franchise taxes or to taxes for which Licensee provides 4IQ a valid tax exemption certificate.

### 3. MAINTENANCE

- a. 4IQ shall, without charge, provide Licensee with the following maintenance and support services ("Maintenance") commencing on the License Effective Date and continuing through the first year of production"):
  - Changes and corrections to the Software as are required to keep the Software conforming to applicable Documentation;
  - ii) Updates, new releases and enhancements to the Software which 4IQ does not elect to separately price or market and which are made available to 4IQ's general Licensee base at no additional charge; and
  - (iii) Reasonable technical support (the "Support") via telephone, email or other means of electronic communication, to assist Licensee in the use of the Software. Support will be provided from 8:30 AM to 5:30 PM (EST), exclusive of those holidays observed by 4IQ.
  - iv) Telephone Support will be provided to two (2) Authorized Users identified in writing by Licensee as Licensee's support representatives (the "Support Representatives"). Licensee agrees to provide 4IQ with the names, locations and telephone numbers of the Support Representatives within two (2) weeks from the effective date of the applicable license.
- b. Maintenance will automatically renew for successive annual periods (the "Annual Maintenance Period") upon expiration of the Initial Maintenance Period, provided 4IQ continues to offer Maintenance for the Software to its general client base. Maintenance fees for the Software shall be 4IQ 's standard fees of 20% the total licensee fee or \$42,500 whichever is the greater at the beginning of each Annual Maintenance Period. All Maintenance fees shall be due and payable at the beginning of each Annual Maintenance Period.
- c. Licensee may terminate Maintenance by providing 4IQ with written notice thirty (30) days prior to expiration of the current Annual Maintenance Period; however, termination of Maintenance for one (1) copy of the Software or by one (1) Authorized User shall automatically terminate Maintenance for all copies of the Software and all Authorized Users. Licensee may reinstate Maintenance at any time by paying all applicable reinstatement fees in effect at the time of the reinstatement.
- d. Licensee shall make available to 4IQ all personnel, time, supplies, equipment, assistance and cooperation as 4IQ may reasonably request in providing the Maintenance services hereunder.
- e. 4IQ shall provide maintenance on any code created by 4iQ,

### 4. SERVICES

- a. 4IQ will, if agreed to by the parties, provide certain training, installation, implementation, and other Services set forth on the Product Schedule, at the prices specified on the applicable Product Schedule. 4IQ reserves the right; however, to provide Services pursuant to a separately executed Professional Services Agreement.
- b. Licensee shall reimburse 4IQ for all reasonable travel, food, lodging and other out-of-pocket expenses incurred by 4IQ in the performance of a given Product Schedule all longs as the licensee approves any expenses greater than \$500.00
- c. Any ideas, concepts, know-how, data processing techniques, software, documentation, compilations of data, databases, specifications, and other intellectual property developed by 4IQ personnel or on behalf of 4IQ (either alone or jointly with Licensee or others) in connection with Services provided to Licensee shall not be considered to be works made for hire and will be the exclusive property of 4IQ.
- d. 4IQ shall have the right to use third parties in the performance of the Services hereunder and, for purposes of the specific Product Schedule, all references to 4IQ shall be deemed to include such third parties. To the extent required by 4IQ, Licensee will make available to 4IQ certain of its facilities, computer resources, software programs, personnel, and business information as are required by 4IQ to perform any Product Schedule hereunder. 4IQ agrees to comply at all times with Licensee's rules and regulations regarding safety, security, and conduct.

### 5. CONFIDENTIAL AND PROPRIETARY INFORMATION

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- a. Any business, operational or technical information provided to Licensee by 4IQ hereunder that is marked or otherwise identified as confidential or proprietary, or that Licensee knows or should know is confidential or proprietary, the Software and all intellectual property rights related thereto and other deliverables furnished by 4IQ (including, but not limited to the oral and visual information relating thereto and provided in 4IQ's training classes, seminars, and publications), and the terms of and pricing under this Agreement (collectively the "Proprietary Information") constitute trade secrets and proprietary data of 4IQ or its third party licensors (the "Third Party Licensors") and nothing in this Agreement shall be construed to convey any title or ownership rights to Licensee. 4IQ shall own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvement or development thereof.
- b. Licensee agrees to receive and hold in confidence and not disclose the Proprietary Information in any manner to any third parties (other than consultants under contract with Licensee who have agreed in writing to be bound by confidentiality provisions no less restrictive than those set forth herein). Licensee shall not encumber, furnish, sell, give, assign, distribute or otherwise make available the Proprietary Information to any other person, firm or corporation without the prior written consent of 4IQ.
- c. Licensee shall notify 4IQ immediately if any unauthorized disclosure of the Software occurs and Licensee shall take all steps that may be available to recover the Software and to prevent any subsequent unauthorized use or dissemination. Licensee shall provide 4IQ reasonable assistance in the prosecution of any third parties who violate 4IQ's rights under this Agreement or rights provided by law with respect to any Software licensed hereunder to Licensee.
- d. 4IQ agrees to maintain the confidentiality of business, operational, technical and other information provided to 4IQ by Licensee hereunder, provided such information is identified in writing as confidential and will only use it in carrying out its rights and obligations under this Agreement. 4IQ shall require any third party contractors providing Services (as set forth in Section 4.d) to agree in writing to be bound by confidentiality obligations no less restrictive than those set forth herein.
- e. To protect the proprietary rights of 4IQ and/or the Third Party Licensors, Licensee agrees to allow 4IQ, with reasonable prior notice, to enter Licensee's premises during regular business hours to audit the usage of the Software and Licensee's compliance with the provisions of this Agreement.
- f. Each party acknowledges that in the event it does not fulfill its obligations under this Section 5, the disclosing party (and the Third Party Licensors) shall have the right to take all reasonable steps to protect its proprietary interests, including, but not limited to, injunctive relief and any other remedies as may be available at law or in equity.
- g. Each party's obligations to keep the other party's information confidential shall not apply to any information which (i) is or becomes a part of the public domain through no act or omission by the receiving party, (ii) was previously known to the receiving party free of any obligation to keep it confidential; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) was independently developed by the receiving party without knowledge of the confidential information.

### 6. LIMITED WARRANTIES AND DISCLAIMERS

- a. 4IQ warrants that (i) it has the right to enter into this Agreement and (ii) grant the licenses hereunder.
- b. 4IQ also warrants that (i) for the period ending ninety (90) days from the License Effective Date, (the "Warranty Period"), the Software will perform substantially as described in the applicable Documentation, and (ii) the Services performed under a Product Schedule will be performed in a professional and workmanlike manner.
- Licensee's sole and exclusive remedy and 4IQ's sole and exclusive obligation for a breach of either warranty shall be as follows:
  - With respect to the warranties set forth in Paragraph 6.a, 4IQ shall provide the infringement indemnification set forth in Section 7 below.
  - ii) Software Warranty: Provided (a) the Software is unmodified; (b) Licensee has installed and is operating the Software in an 4IQ-approved environment specified in the Documentation; and (c) Licensee promptly provides 4IQ with written notice of any alleged deficiency (and such notice is received prior to expiration of the Warranty Period), 4IQ will, at its own cost and expense, correct the deficiency.
  - Professional Services Warranty: Provided Licensee promptly provides 4IQ with written notice of any nonperformance (and such notice is received within thirty (30) days after completion of the applicable Services), 4IQ will re-perform the Services.
- d. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, 4IQ AND ITS THIRD PARTY LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

### 7. INFRINGEMENT INDEMNIFICATION

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- a. Subject to Section 8 below, 4IQ will defend at its expense, any action brought against Licensee that is based on a claim that any Software, when used within the scope of this Agreement, infringes a United States patent, copyright, or trade secret. 4IQ will pay those costs and damages finally awarded against Licensee which are attributable to any such claim. Licensee shall give 4IQ prompt written notice of any claim and 4IQ shall have sole control of the defense, settlement or compromise of any such claim. Licensee may elect to participate in any such action with an attorney of its own choice and at its own expense.
- b. Should the Software become, or in 4IQ's opinion is likely to become, the subject of a claim of infringement, 4IQ may, at its option (i) procure for Licensee the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing; or (iii) terminate the license for the Software. Upon termination of the license and return of the Software, 4IQ will refund to Licensee, as Licensee's sole remedy, all License fees paid by Licensee for the terminated license during the then current term, less 1/36th for each month that the license for the Software has been in effect.
- c. 4IQ shall have no liability for any claim of infringement based on (i) use of other than the current release of the Software unaltered by anyone except 4IQ; or (ii) use or combination of the Software with programs or data not supplied or approved by 4IQ to the extent such use or combination caused the infringement. The foregoing states the entire liability of 4IQ with respect to any claim of infringement.

### 8. LIMITATION OF LIABILITY

- a. EXCEPT WITH RESPECT TO 4IQ'S OBLIGATIONS UNDER SECTION 7 AND PARAGRAPH 8.c BELOW, 4IQ'S AND ITS THIRD PARTY LICENSORS' AGGREGATE LIABILITY FOR DAMAGES FOR ANY CAUSE RELATED TO OR ARISING OUT OF THE USE OF THE SOFTWARE OR THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, WILL NOT EXCEED THE TOTAL FEES AND CHARGES PAID BY LICENSEE TO 4IQ FOR THE RELEVANT SOFTWARE OR SERVICE GIVING LICENSEE'S CAUSE OF ACTION ACCRUED.
- b. IN NO EVENT SHALL 4IQ OR ITS THIRD PARTY LICENSORS BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR LOSS OF PROFIT OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF 4IQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 8 SHALL NOT LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY.

### 9. TERM AND TERMINATION

- The right to add additional Schedules to this Agreement shall remain in effect until terminated by either party upon thirty (30) days prior written notice.
- b. In addition to the termination rights granted under Sections 6 and 7, this Agreement created hereunder may be terminated as follows:
  - By either party if the other party files a petition for reorganization, protection from creditors, or otherwise under the bankruptcy laws or laws of any jurisdiction or is adjudicated a bankrupt.
  - ii) By either party by notice in writing, provided the basis for such termination is a material failure by the other party to perform its responsibilities and obligations under this Agreement and such material failure is not corrected within ninety (90) days from the date such notice is received.
  - iii) Provided nothing in this Agreement, including Sections 6, 7 and 9, terminates Licensee's irrevocable/perpetual license to use the Software.
- c. Except as otherwise specified in this Agreement, termination of this Agreement, however occurring, shall neither relieve Licensee of any accrued obligations to pay money to 4IQ nor entitle Licensee to any refund of fees for Software licenses or other amounts paid hereunder.
- d. The provisions of Section 5 shall survive expiration or termination of this Agreement or any license created hereunder.

### 10. MISCELLANEOUS PROVISIONS

- a. All notices that are required under this Agreement shall be given in writing. If any provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such provision shall be deemed to be deleted. Except as expressly provided in this Agreement, any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- b. Neither party shall be liable to the other for any delay or failure of such party to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such party. Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, delays by Licensee in providing required resources or support, or any temporary unavailability of qualified personnel.

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- c. Licensee may not assign or transfer (by operation of law, in bankruptcy or otherwise) all or any part of its rights or obligations under this Agreement, including, without limitation, any Software license, to any other person, firm or entity, without 4IQ's prior written consent. Licensee may, however, assign this Agreement or any license to any company which through merger, acquisition or otherwise, succeeds to all or substantially all of Licensee's business, provided: (i) Licensee provides 4IQ with thirty (30) days prior written notice; (ii) the assignee does not compete directly or indirectly with 4IQ; (iii) Licensee and any assignee are current in all license and Maintenance fees payable; and (iv) any assignee agrees, in writing, to be bound by the terms and conditions of this Agreement.
- d. Licensee shall comply with all then current export and import laws and regulations of the United States and such other governments as are applicable to the Software. Licensee hereby certifies that it will not directly or indirectly, export, re-export, or transship the Software or related information, media, or products in violation of United States laws and regulations.
- e. If Licensee is the United States Government or any contractor thereof, all licenses granted hereunder are subject to the following: (i) for acquisition by or on behalf of civilian agencies, as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this Commercial Software Agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; (ii) for acquisition by or on behalf of units of the Department of Defense ("DOD") as necessary to obtain protection as "commercial computer software" and related documentation in accordance with the terms of this commercial computer software license as specified in 48 C.F.R. 227-7202-2 of the DOD F.A.R. Supplement and its successors.
- f. The parties agree that, during the term of this Agreement and for a period ending six (6) months thereafter, neither party shall employ or tender any offer of employment to any employee of the other without first obtaining the other party's prior written consent, which may be withheld for any reason. For the purposes of this paragraph only, the term "employee" extends to all present and future employees of each party during the period of their employment and continues for a period of six months after any termination of such employment.
- g. The parties agree that this Agreement and any Schedules and/or Product Schedules constitute the complete and exclusive statement of the terms and conditions between the parties governing the performance hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party. The terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement are null and void and shall not be binding on 4IQ. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. This Agreement and any Schedule, SOW or amendment hereto is subject to final review and acceptance at 4IQ's headquarters location.

All terms and conditions of this Agreement are agreed to by:

4IQ Solutions, Inc.	Dig Safely of New York
Ву: 44912	Ву: 8 8 Д
(Signature)	(Signature)
Name: JASON ADAMS	Kevin Hopper
	(Name typed or printed)
Title: President	Executive Director
11/24/16	(Title)
1/2//	11/2-7/13
(Date)	(Date)

License Schedule

1cs+

MI A 091100

- 4iQ Curriculum Management
- · 4iQ Evaluations and Assessments
- 4iQ Administrator
- 4iQ Mobile Student Platform (Phase 2)
- 4iQ Resource Manager
- 4iQ Reporting Module
- · Enhancements of Product
  - o Billing/Credit Card Acceptances
  - o Self Registration
  - o Self Directed Learning Module Articulate Integration
  - o Student Landing Page
  - o Reports
- Installation and Training
  - o Initial Setup and Testing
  - o Training of Admin for 4iQ Modules
- Maintenance
  - o Business Hour Support
  - o Updates and Bug Fixes

Total Initial License Cost \$42,500

Maintenance (Billed at One Year Anniversary \$\_\_\_\_\_\_

\*Additional Fees or Charges May Occur with Change in Scope of Work or New Application Development. Both Parties will agree to these changes and amend this agreement accordingly.



P.O. Box 846095

DALLAS, TX 75284-6095

This Is Your



### INVOICE

Page	Customer Number	Invoice Number
1	1102020	4404487207

Invoice Date	Amount Due
10/06/16	22,743.00

MOLD

To



DIG SAFELY NEW YORK INC
DIG SAFELY NEW YORK INC
5063 BRITTONFIELD PKWY
EAST SYRACUSE NY 13057-9692
USA

Customer Number 1102020		Customer P.O. Number 811315	5ales Order Number 1005388041	Invoice Number 4404487207		10/06/16	Survey of the Control	
	Product Number		Description			Unit Price	Extended Price	
Item	Product Number	Produc	Description	Total Ordered	Total Shipped	Ont Price	100,411-0	Extended Price
001	MNV22LL/A	IPAD AIR 2 W	I-FI 32GB SPACE	G 60	60	379	. 0 5	22,743.00
		SerialNo.: (	DMP SHHY JHG5D,	DMP SHM88F	lG5D,			
			, DMPSHQ6MHG50	•				
		- · · · · · - · · · <del>-</del> · · · · · · ·	, DMPSHR78HG5D					
			, DMPSHRS3HG5D		-			
			, DMPSHT5CHG5D,					
			, DMPSHV6SHG5D					
			, DMPSHVC4HG5D					
			, DMPSHVE2HG5D,					
			, DMPSHW2NHG5D					
			, DMPSHWROHG5D					
			, DMPSHXCQHG5D					
			, DMPSHYGOHG5D		-			
			, DMPSHYLYHG5D		-			
		· · · · · · · · · · · · · · · ·	, DMQSH3GPHG5D	·				
		_	, DMQSH442HG5D	_				
			, DMQSH6FPHG5D,					
			, DMQSH6MSHG5D,		-			
			, DMQSH72RHG5D, , DMQSH7BVHG5D,	· -	-			
			, DMQSH92ZHG5D		-			
			, DMQSH972HG5D,		-			
		)	, טכטווכ ילוונטוויט י	, DMI(1011)	11030			
		Web Order Nur	nber: 220340397	7 2				

Questions? C	all 1-888-65	9-58 <b>4</b> 2 Mon-Fri	i 5:30 a.m 6:	30 p.m. PT				
Salesperson	Phonogram (September 50) States (September 50) States		Ship Date	Ship Date Routing Waybili Number	Subtotal	M		
4-1-1011 244-4-1			10/06/16	UPS	IN	Judicital		
After Remitting Payment Retain This Portion Of Invoice For Your Records.  Shipped From:						Tax		
	ner Agreement	erms of your Appl or other purchase	e	structions:		Shipping Charges		
<b>É</b> Ap	ple Inc.					TOTAL	USD	22,743.00



NOLD

T

Customer Number

DALLAS, TX 75284-6095

This Is Your



### **INVOICE**

OF BARNESS SA	Involce Date	Amount Dun
2	1102020	4404487207
Page	Customer Number	Invoice Number

22,743.00

DIG SAFELY NEW YORK INC DIG SAFELY NEW YORK INC 5063 BRITTONFIELD PKWY EAST SYRACUSE NY 13057-9692

Customer P.O. Number

10/06/16

Invoice Number Invoice Date

Sales Order Number

Salesperson	Contact	Entry Date	Ship Date	Routing	Waybill Number	Subtotal	
	BE 10/04/16 1	10/06/16	)/06/16 UPS	IN	Subtotal	22,743.00	
After Remitting Payment Retain This Portion Of Invoice For Your Records.  Shipped From: F/G Distribution Center Elk Grove, Ca 95758				Тах	0.00		
This order is subject to the terms of your Apple Direct Customer Agreement or other purchase		le	Jve, Ca 95/56		Shipping Charges		
agreement w		or other parenas	Special	Special Instructions:		Charges	

### **Zimbra**

### ammilks@digsafelynewyork.com

### [Caution] Articulate Order Confirmation

From: support@articulate.com

Tue, Dec 08, 2015 12:10 PM

**Subject :** [Caution] Articulate Order Confirmation

\_KeepFor3Y

To: ammilks@digsafelynewyork.com

# articulate

CustomerID# 87633

Thank you for your order. Your order number is 197241, placed 12/08/2015 at 12:09PM.

### Bill To:

Dig Safely New York, Inc.
Aimee Milks
5063 Brittonfield Parkway
East Syracuse, NY 13057
United States
3154377394
ammilks@digsafelynewyork.com

### Ship To:

Dig Safely New York, Inc. Aimee Milks 5063 Brittonfield Parkway East Syracuse, NY 13057 United States 3154377394

### Payment Info:

Credit Card: MasterCard

Aimee Milks

\*\*\*\*\*\*\*\*\*\*0463

### **Shipping Method:**

Online Delivery / No Shipping

### **Order Details:**

Code	Item		y Price	Grand Total	
SL-14-PMP1	Articulate Storyline 2 with Platinum Membership Plan - 1 Upgrade	1	\$1,957.00	\$1,957.00	

^ CB-1	Character Bundle - Volume 1	1	\$0.00	\$0.00
^ RPL-13	Articulate Replay	1	\$0.00	\$0.00
RES-13- PRO-PMP1	Articulate Studio '13 Pro with Platinum Membership Plan - 1 Upgrade	1	\$1,957.00	\$1,957.00
^ CB-1	Character Bundle - Volume 1	□ 1	\$0.00	\$0.00

Subtotal: \$3,914.00

Tax (8.625%): \$0.00

Shipping \$0.00 Cost:

Grand \$3,914.00 Total:

Order Comments: Please email Activation code to malucas@DigSafelyNewYork.com

Thank you for shopping at Articulate! Visit us again at <a href="http://store.articulate.com/">http://store.articulate.com/</a>



# Final Details for Order #103-4659328-4576262 Print this page for your records.

Order Placed: October 14, 2016

**Amazon.com order number:** 103-4659328-4576262

Order Total: \$729.98

### Shipped on October 14, 2016

Items Ordered Price

1 of: MultiCharger-X by iLuv (Expandable Charge/Sync/Security Solution Up to \$649.99 10 iPads ideal for Offices, Schools, Restaurants, Hospitals) Compatible with Al

Sold by: iLuv (seller profile)

Condition: New

Shipping Address: Item(s) Subtotal: \$649.99

Kevin Hopper Shipping & Handling: \$79.99

5063 BRITTONFIELD PKWY -----

EAST SYRACUSE, NY 13057-9692 Total before tax: \$729.98

United States Sales Tax: \$0.00

Shipping Speed: Total for This Shipment: \$729.98

Expedited Shipping -----

### **Payment information**

Payment Method: Item(s) Subtotal: \$649.99

MasterCard | Last digits: 4822 Shipping & Handling: \$79.99

2 - - - ddus--

Billing address

Total before tax: \$729.98

David Bohli

Total before tax: \$729.98

5063 Brittonfield Pkwy

Estimated tax to be collected: \$0.00

East Syracuse, NY 13057

United States Grand Total: \$729.98

Credit Card transactions MasterCard ending in 4822: October 14, 2016: \$729.98

To view the status of your order, return to Order Summary.



# Final Details for Order #103-2155851-7853805 Print this page for your records.

Order Placed: October 21, 2016

Amazon.com order number: 103-2155851-7853805

Order Total: \$2,499.95

### Shipped on October 22, 2016

Items Ordered Price

1 of: MultiCharger-X by iLuv (Expandable Charge/Sync/Security Solution Up to \$499.99 10 iPads ideal for Office Businesses, School Classrooms, Restaurants, Hospital

Facilities) Compatible with All Apple iPads
Sold by: iLuv (seller profile) | Product question? Ask Seller

Condition: New

Shipping Address:Item(s) Subtotal: \$499.99Kevin HopperShipping & Handling: \$0.00

5063 BRITTONFIELD PKWY -----

EAST SYRACUSE, NY 13057-9692 Total before tax: \$499.99
United States Sales Tax: \$0.00

----

Shipping Speed: Total for This Shipment: \$499.99

Two-Day Shipping -----

### Shipped on October 22, 2016

Items Ordered Price

1 of: MultiCharger-X by iLuv (Expandable Charge/Sync/Security Solution Up to \$499.99 10 iPads ideal for Office Businesses, School Classrooms, Restaurants, Hospital Facilities) Compatible with All Apple iPads
Sold by: iLuv (seller profile) | Product question? Ask Seller

Condition: New

EAST SYRACUSE, NY 13057-9692 Total before tax: \$499.99

United States Sales Tax: \$0.00

----

Shipping Speed: Total for This Shipment: \$499.99
Two-Day Shipping -----

### Shipped on October 22, 2016

Items Ordered Price

1 of: MultiCharger-X by iLuv (Expandable Charge/Sync/Security Solution Up to \$499.99 10 iPads ideal for Office Businesses, School Classrooms, Restaurants, Hospital

### Shipped on October 22, 2016

**Items Ordered** Price

1 of: MultiCharger-X by iLuv (Expandable Charge/Sync/Security Solution Up to \$499.99 10 iPads ideal for Office Businesses, School Classrooms, Restaurants, Hospital Facilities) Compatible with All Apple iPads

Sold by: iLuv (seller profile) | Product question? Ask Seller

Condition: New

**Shipping Address:** Item(s) Subtotal: \$499.99

Kevin Hopper Shipping & Handling: \$0.00

5063 BRITTONFIELD PKWY

EAST SYRACUSE, NY 13057-9692 Total before tax: \$499.99

United States Sales Tax: \$0.00

**Total for This Shipment: \$499.99** Shipping Speed:

Two-Day Shipping

### Shipped on October 22, 2016

Price Items Ordered

1 of: MultiCharger-X by iLuv (Expandable Charge/Sync/Security Solution Up to \$499.99 10 iPads ideal for Office Businesses, School Classrooms, Restaurants, Hospital Facilities) Compatible with All Apple iPads

Sold by: iLuv (seller profile) | Product question? Ask Seller

Condition: New

**Shipping Address:** Item(s) Subtotal: \$499.99

Kevin Hopper Shipping & Handling: \$0.00

5063 BRITTONFIELD PKWY

EAST SYRACUSE, NY 13057-9692 Total before tax: \$499.99 United States

Sales Tax: \$0.00

Total for This Shipment: \$499.99 Shipping Speed:

Two-Day Shipping

### Payment information

Payment Method: Item(s) Subtotal: \$2,499.95

MasterCard | Last digits: 4822 \$0.00 Shipping & Handling:

Billing address Total before tax: \$2,499.95

David Bohli Estimated tax to be collected: \$0.00

5063 Brittonfield Pkwy East Syracuse, NY 13057

Grand Total: \$2,499.95 United States

**Credit Card transactions** MasterCard ending in 4822: October 22, 2016: \$2,499.95



# Details for Order #103-7152402-3925027 Print this page for your records.

Order Placed: October 21, 2016

**Amazon.com order number:** 103-7152402-3925027

Order Total: \$324.75

### **Not Yet Shipped**

Items Ordered Price

25 of: Short iPhone Cables, ZiBay 3-PACK Short USB Data Cord [7 Inches] for \$12.99 iPhone 6s / 6s plus, iPhone 6 / 6 Plus, iPhones 5 /5s, iPad Minis, iPad Airs, iPod

Touch, iPods (3-PACK)

Sold by: ZiBay Wireless (seller profile)

Condition: New

### **Shipping Address:**

Kevin Hopper 5063 BRITTONFIELD PKWY EAST SYRACUSE, NY 13057-9692 United States

### **Shipping Speed:**

Two-Day Shipping

### **Payment information**

Payment Method:Item(s) Subtotal: \$324.75MasterCard | Last digits: 3715Shipping & Handling: \$0.00

----

Billing address Total before tax: \$324.75
Michele Alberico Estimated tax to be collected: \$0.00

5063 Brittonfield Pkwy

East Syracuse, New York 13057

Grand Total:\$324.75

United States

To view the status of your order, return to Order Summary.

### amazon.com

### Details for Order #103-0834480-3965851

Print this page for your records.

Order Placed: November 1, 2016

Amazon.com order number: 103-0834480-3965851

Order Total: \$2,758.80

### **Not Yet Shipped**

Items Ordered Price

120 of: iPad Air 2 Case, SUPCASE [Heavy Duty] Apple iPad Air 2 Case [2nd \$22.99 Generation] 2014 Release [Unicorn Beetle PRO Series] Full-body Rugged Hybrid Protective Case Cover with Built-in Screen Protector, Black/Black - Dual Layer Design + Impact Resistant Bumper

Sold by: Supcase (seller profile)

Condition: New

### **Shipping Address:**

Kevin Hopper 5063 BRITTONFIELD PKWY EAST SYRACUSE, NY 13057-9692 United States

### **Shipping Speed:**

Two-Day Shipping

### **Payment information**

Payment Method: Item(s) Subtotal: \$2,758.80

MasterCard | Last digits: 6736 Shipping & Handling: \$0.00

Billing address Total before tax: \$2,758.80

Aimee Milks Estimated tax to be collected: \$0.00

5063 BRITTONFIELD PKWY
EAST SYRACUSE, NY 13057-9691

United States Grand Total: \$2,758.80

ited States

To view the status of your order, return to Order Summary.



## Details for Order #105-0041164-6919411

Print this page for your records.

Order Placed: October 24, 2016

Amazon.com order number: 105-0041164-6919411

Order Total: \$719.40

### Not Yet Shipped

**Items Ordered Price** 

60 of: IPad Air / Air 2 / Pro 9.7 Screen Protector, H&T (TM) 0.3mm Protection \$11.99 Tempered 9H Scratch Proof Shatterproof Bubble-free Clear Glass Screen Protector for iPad Air /Air 2/ Pro 9.7 inch" (2 Pack)

Sold by: Z&H Tech Inc (seller profile)

Condition: New

**Shipping Address:** 

Kevin Hopper 5063 BRITTONFIELD PKWY EAST SYRACUSE, NY 13057-9692 United States

**Shipping Speed:** 

Two-Day Shipping

### **Payment information**

Payment Method:

MasterCard | Last digits: 6736

Item(s) Subtotal: \$719.40

Shipping & Handling: \$0.00

Billing address

Aimee Milks

5063 BRITTONFIELD PKWY

EAST SYRACUSE, NY 13057-9691

United States

Total before tax: \$719.40

Estimated tax to be collected:

\$0.00

Grand Total: \$719.40

To view the status of your order, return to Order Summary.



HCS Technology Group 3900 Veterans Memorial Hwy. Suite 110 Bohemia, NY 11716 (631) 981-1048 ccohen@hcsonline.com http://www.hcsonline.com

BILL TO
Mr. David Bohli
Dig Safely New York
5063 Brittonfield Parkway

East Syracuse, NY 13057 USA

INVOICE 1568

DATE 11/01/2016 TERMS Due on receipt

DUE DATE 11/01/2016

ACTIVITY	DATE	QTY	RATE AMOUN T
ZuluDesk ZuluDesk Education MDM	11/01/2016	70	5.50 385.00

TOTAL DUE \$385.00