



City of Pflugerville

Cityworks PLL Implementation Services for CIP

DIR Contract Number: DIR-CPO-4503
Vendor ID: 32050696890

November 9, 2023



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Sven Griffin, GISP
GIS Manager
City of Pflugerville, Texas

Dear Sven,

Axim Geospatial, LLC's (Axim) is pleased to submit our proposal for City of Pflugerville's Cityworks PLL Implementation project. For over 31 years, Axim's core business has been location technology. We are a **Cityworks Platinum Partner** and the largest singular provider of end-to-end geospatial services and solutions in the U.S serving the communities in which we live.

Why Select the Axim Team?

- **Our approach will meet and exceed your needs**, with advanced quality control procedures and our emphasis on education and knowledge transfer to ensure success. Axim is known for helping clients leverage the most value from their system, to meet both short-term and long-term goals and budgets.
- **Personalized Service** – Axim is known for our unmatched, personalized level of service across the country. We take an adaptive approach and understand the importance of your objectives. By working closely together, we will turn this project into a huge success story for your team and its customers.
- **Premier GIS Service Provider** – Axim has been providing premier GIS services for over 30 years. We were one of the first services partners to earn Platinum business partner status and hold numerous specialty designations, and no other firm is Platinum-level with both Esri and Cityworks. Axim has teamed with Cityworks to deliver over 70 implementations that span the breadth of the Cityworks platform in numerous different industries. Our commitment to staying current with GIS will only benefit your organization with unmatched GIS services.

Please contact me if you would like additional information. We look forward to your favorable review of our proposal and to working together for the successful accomplishment of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "GH", written in a cursive style.

Greg Hymel
Senior Account Executive, Axim Geospatial
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P: 205.725.5858

PROJECT UNDERSTANDING & APPROACH

The City of Pflugerville recently teamed with Axim Geospatial to implement Cityworks PLL and Public Access for the Building and Planning groups and now would like to expand PLL into the Engineering group to support the Capital Infrastructure Projects (CIP) processes. The CIP process follows a general workflow of selecting a consulting firm, scoping the project, plan submissions and reviews (30%, 60%, 90%, 100%) for bid selection and construction. This process will be mapped out and configured to function as Cityworks PLL workflows and will be customized as needed for the project types proposed as follows:

- Drainage
- Facilities
- Parks
- Technology
- Transportation
- Reclaimed Water
- Water
- Wastewater

The PLL workflows, made up of individual tasks that are completed independently or concurrently with other tasks, track the progress of the project. Notifications can be configured to keep parties informed of how the project is progressing and if they need to provide additional input while dashboards help City staff know when they have tasks to perform, or certain milestones are met. The increased coordination and single source for project tracking provided by Cityworks PLL is crucial to the CIP process.

Contractors, consultants, and City staff can share required information and documentation by utilizing Public Access for PLL. Public Access is the external interface for PLL that contractors or consultants can create an account and then be able to provide project information and upload plans or other required documents. Public access can be accessed from anywhere using any supported browser.

Utilizing Cityworks PLL and Public Access for CIP will provide the City of Pflugerville even more return on their Cityworks investment and establish a CIP platform that is flexible and extensible and will serve the City for years to come.

Over the years, Axim has established an approach to project execution that has proven successful across a broad spectrum of project types and has resulted in repeatedly favorable feedback and many long-lasting client relationships. Our aim is to be sure that as a client, you are never wanting for information regarding the state of the project, and our approach includes an emphasis on constant communication throughout. The approach is simple and is based on managing projects according to five (5) key phases: Planning & Analysis, Design, Development, Testing & QA, and Implementation.

Project Management Approach

Each project engagement with Axim is structured according to five phases that have proven to be adaptable and repeatable and that can reliably produce successful results.

- **Planning & Analysis:** In the overarching sense, the Planning & Analysis phase is the start of our project lifecycle and sets the broad parameters of execution in place. It is communication centric, starting with the project kickoff meeting and scheduling the ongoing project reviews. Axim will also review the project's budget and schedule, establish project controls and, at the end of the project, we will initiate the project closeout process. Planning & Analysis encompasses all elements related to coordination, communication, logistics, analysis, and project reporting.
- **Design:** Within the context of projects with Axim, the Design phase is the point in the project during which the team is gathering information and documentation that will guide the core effort to follow. We focus on establishing the background that will drive the project forward and

is a critical step before moving on to the development process. We work on relevant considerations such as system architecture, configuration requirements, and functional requirements, along with compiling or creating all associated documentation.

- **Development:** Although this is not a traditional development project, in the sense of coding or programming, we consider Development to more generically encompass the core effort of a project that centers on the primary deliverables. Development can also be considered a reference to the environment, in a way, since much of the work completed within this phase would be carried out in a lower tier separated (ideally) from any production system to mitigate the potential for end user disruption.
- **Testing & Acceptance:** Here again, Testing and Acceptance may imply a narrower development-centric perspective, but we consider this phase to address all aspects of QA/QC, deliverable review, and acceptance. This phase is key and is also distributed into each task, with each core deliverable undergoing an internal and external review prior to eventual acceptance.
- **Implementation:** Much like Testing & Acceptance, Implementation is incorporated into each phase and generally refers to the finalization, presentation, and delivery of any given deliverable. In some cases, certain aspects or tasks of the Development Phase may be repeated to construct the necessary target environment, but much of the core effort of deployment will be specific to the system or product(s) being released. Depending on the nature of the individual project, a key part of the Implementation phase may be a more formalized orientation for users, be those administrators, end users, or both.

Implementation Plan

System Design

Axim is proposing to gather all CIP Cityworks requirements by conducting a system design workshop. The efforts associated with system design will reveal utilization patterns and the detailed inputs that underlie the high-level workflows already provided. System design is centered on an immersive onsite workshop facilitated by Axim where the collective team will discuss and document all facets of the requirements. Axim has proposed the system design workshop as a one (1) day onsite exercise.

Once the onsite system design workshop is complete, the information compiled from staff and stakeholders will be captured (largely via spreadsheets, documents, and Visio diagrams) by Axim and provided back to City of Pflugerville for review and finalization. The final document will guide all subsequent activities, including system configuration and testing. Any changes to the requirements that were documented, reviewed, and approved will similarly be noted within this documentation and considered for potential change based on priority and budgetary impact, effectively creating a requirements traceability document.

During the system design discussions Axim will also gather information to recommend both near term and long term Cityworks architecture and infrastructure options.

Should items be identified within the system design phase, or throughout the project duration, which are outside of the proposed scope, Axim will document these deviations and work with City of Pflugerville on addressing them through our change order process or project change control procedures. These change orders may or may not involve additional costs to City of Pflugerville, but each will be articulated in detail within the change order request and complement the traceability documentation mentioned above. If the proposed changes are agreed upon and approved by both Axim and City of Pflugerville, Axim will make the necessary configuration changes to the affected system. The associated configuration documentation will then be updated to reflect the changes made to the system configuration.

System Design Deliverables

- Pre-Onsite Coordination
- One (1) Day Onsite System Design Workshop
- Finalized PLL System Design Document
- Requirements Traceability Document

Configure PLL Module

As attention shifts from design to core implementation, the team will begin building the system as documented and approved. The build phase encompasses a range of tasks, but ultimately aims to produce a fully functional system ready for testing and review.

Environmental Preparation: PLL will be configured within City of Pflugerville’s existing Cityworks application, aligning with the currently deployed software version. Axim will communicate specifics if any further environmental configuration is required.

Cityworks PLL Core Configuration: With the host environment already established, Axim will begin translating the design and requirements documentation into software configuration. The configuration of Cityworks PLL involves not only capturing and encoding workflows (permit types, workflows, inspections, etc.), which will be documented during the system design workshop, but will also encompass incorporating base information about City of Pflugerville such as people, groups, permissions, and security levels.

With respect to the core workflow configuration, we will leverage the documentation and information gathered in the onsite workshop and finalized during the design phase to drive the functional configuration. Given the granularity of the configuration, we will also work with City of Pflugerville staff throughout the implementation to ensure we have understood and are accurately reflecting their processes within Cityworks. To accommodate estimation, we gathered some information from City of Pflugerville, but also made a few assumptions to help bind the scope of the implementation. We have based our proposal on the following:

- Up to 8 Case Templates, with up to 8 corresponding workflows.
- Up to 10 Case Data Groups (allowing for 2 per case template)
- Up to 20 PLL Users

Within the context of any project of this type, the team will inherently identify processes, workflows or general information that may influence the direction of the specific configuration items in a way that was potentially unforeseen by City of Pflugerville and unplanned by Axim (e.g., new permit types or workflows, additional reporting, etc.). As the configuration requirements process is finalized, Axim will coordinate and communicate with City of Pflugerville if there are significant deviations from the assumptions documented above to prioritize or reconcile the requirements against the scope.

Public Access Portal: The City of Pflugerville implemented Cityworks PLL Public Access portal as part of its original PLL implementation. The Public Access Portal for Cityworks PLL will enable the City to maintain an online CIP process, as it contains a full suite of tools which enable consultants and contractors to submit project details and documents online through the completion of digital forms, and uploading of necessary documents.

While the Public Access portal for PLL offers several available functions, City of Pflugerville will have control over what information is configured and viewable through the portal. If it is the desire of City of Pflugerville to not expose certain content of the permitting process, that option is simply disabled, hiding it from view. Axim will work with City of Pflugerville to identify the desired configuration as part of the portal deployment.

Reporting: Cityworks has an embedded reporting engine to accommodate data interrogation and visualization through predefined reporting templates. Each report draws on data from the underlying

Cityworks database based on specified criteria, including optional user defined parameters. Given the highly variable nature of report development, we have proposed an explicit block of up to 40 hours which will be directed to all efforts associated with creating, refining, and publishing City of Pflugerville's CIP reports. Additional hours can be procured through a change order or a supplemental contract, if necessary or desired, and strictly at City of Pflugerville's discretion.

Build Deliverables

- Configuration of permits and supporting components
 - Up to 8 Case Templates with up to 8 corresponding workflows.
 - Up to 10 Case Data Groups
 - Up to 20 PLL Users
- Develop Reports
 - This effort will be limited to 40 hours.
- PLL Public Access Portal Configuration for CIP

Testing

With the configuration complete, Axim introduces our first hands-on training engagement. This initial or preliminary training event is designed to target a subset of users (Power Users) to establish a baseline orientation and understanding of Cityworks. This is not a formal training event designed to allow a full and fluent understanding of the software, but to validate the configuration of work activities, workflows, data and functionality against the approved design documentation.

The proposed approach for User Acceptance Training (UAT) will occur onsite for three (3) days and will be supported by Axim technical staff to provide the initial training. Following the training event, City of Pflugerville users will incrementally test and provide feedback that Axim will use to refine the configuration to address deviations from the approved documentation.

Axim will develop and deliver a series of testing scripts/plans to help guide City of Pflugerville staff in testing the functional aspects of Cityworks. The testing process detailed is designed to span the duration of thirty (30) business days following the last day of the preliminary training session. In turn, Axim will refine the configuration, as appropriate to match the accepted requirements, based on the feedback received. Axim will accept one consolidated set of feedback per week of testing (for a total of six (6) submissions). The team will review, qualify, and address each item accordingly. Once the final feedback is received, no additional requests will be accepted, and Axim will have one week to make any final or outstanding refinements. With this process completed, the project is ready to enter the production implementation phase with final end-user and administrative training.

Deliverables:

- Preliminary Training (3 days, Onsite)
- Testing Plan & Support
- Feedback Tracking
- Iterative Configuration Adjustments
- Final Configuration

Production Release Preparation

Following acceptance of City of Pflugerville's Cityworks PLL configuration, Axim will work to replicate and ready the site configuration for production release and any data entered as part of the testing cycle will be purged to create a clean system. The team will effectively reproduce the steps identified and documented during the lower tier implementation, resulting in a seamlessly production-ready environment and application.

Deliverables:

- Testing Data Purged from the Database
- Completed Production Tier

Training & Knowledge Transfer

Whereas the preliminary training is aimed at a subset of power users and designed to provide a base level of comfort, the final training event is intended to prepare City of Pflugerville to start using Cityworks for day-to-day business processes and for the broader range of users. As such, Axim is proposing a 3-day onsite training.

Additionally, the breadth of our experience has taught us that a strictly predefined curriculum may not appropriately accommodate the variable experience of the training participants or the local preferences toward structured learning. Accordingly, the specific distribution of time and content that comprises the curriculum will be collaboratively defined through discussion with Axim and City of Pflugerville staff in advance of the training events. While the specific curriculum is yet to be defined, the content of each training event will ultimately cover the primary thematic areas listed below:

- *End User Training* – Orientation to Cityworks interfaces, utilization of permits and associated workflows, people, fees, map interaction, dashboards, and reporting access.

The reference material associated with the training sessions is intentionally centered on the existing Cityworks Help documentation, but will be delivered through hands-on experience, which creates additional value as users can refer back to the material that is readily available directly through the application. The embedded Cityworks documentation, which aligns with PLL’s template-based approach, is updated with every version that is deployed, resulting in an always up to date documentation set that’s accessible to users directly within the application itself, or downloadable through the MyCityworks customer portal as a PDF.

Deliverables:

- Final Curriculum & Training Agenda
- 3-day, Onsite End-User Training
- Access to Administrative and End-User Documentation

Go-Live & Support

The final step in this proposed Cityworks implementation is, effectively, to facilitate the release of the final system configuration into production use within City of Pflugerville’s daily business process. Our recommendation is that City of Pflugerville release the system to users immediately following the training events to ensure the information and experience they gleaned can be effectively translated. An extended duration between training and release can allow the training to fade and may impact the speed of adoption.

Once the system is readied and released by Axim for production use, Axim will initiate the post implementation period during which we will provide up to 30-hours of PLL configuration support to be used within 30 calendar days following the final day of training. The post implementation support period intended to address any issues that may arise or were not discovered or reported during the testing and acceptance process, which can occur as users translate the testing experience into a practical daily routine. Requests to Axim must be funneled through a single point of contact who has the authority to approve and manage the hours consumed to help ensure that any effort expended aligns with City of Pflugerville’s priorities.

Deliverables:

- Release of Production System for Use
- Up to 30 Hours of Ad-Hoc Cityworks Support (Used Within 30 Days)

ASSUMPTIONS

- Axim is proposing scope that is defined in this document to be executed as a Fixed Price contract.
- All requisite third-party software and API licensing (initial purchase and yearly maintenance) is the responsibility of City of Pflugerville to procure directly through the respective vendors, including Cityworks.
- City of Pflugerville will procure necessary software licenses directly through each vendor; Axim is not a reseller of software but can help coordinate with the respective software providers.
- Map services or service changes will be the primary responsibility of City of Pflugerville, with Axim input/advice.
- Axim will not be responsible for any direct creation or manipulation of the GIS data to be consumed by and delivered through Cityworks.
- City of Pflugerville staff understand and will be able to articulate the workflows as desired and required to be accommodated by Cityworks. Axim will document and translate into a configuration plan.
- Axim will report any issues identified with City of Pflugerville's Cityworks software directly to Azteca for confirmation, consideration, resolution, but Axim is not responsible for any tasks that require alteration of the software base code.
- Axim will not be performing any custom UI modifications as part of this scope of work.
- Axim is responsible for resolving only those configuration issues that reflect a deviation from the initial requirements documentation, however, changes or alterations from the initial requirements will be considered out of scope and may require a change order.
- The individual iterations of feedback to Axim from testing and review will be consolidated by City of Pflugerville into a single document with any conflicting observations reconciled prior to delivery.
- All work will be performed remotely unless otherwise specifically referenced as onsite services.
- City of Pflugerville will provide remote access (VPN or similar solution with comparable security and performance) if access to on-premise infrastructure, systems, or data are necessary.
- City of Pflugerville has and will provide facilities capable of supporting the training events (onsite/remote), including room, projector, workstations, internet access, etc.
- Defects, bugs, or issues identified within the project and attributed to a 3rd party software are beyond the proposed scope given that Axim is unable to alter the corresponding source code. The defect will simply be reported to the vendor.
- Axim assumes that City of Pflugerville will provide, if necessary, documentation, data, access, and coordination to any third-party solutions and/or vendors not included within the Axim team to facilitate implementation, configuration, or integration.
- Assumes up to 20 PLL users. 1 additional security role and 1 group
- Assumes no fees tracked
- Assumes client will be creating map services, Axim to provide guidance only.
- Post-Implementation Support hours to be used within 30 days.

PRICING

Axim Geospatial is pleased to present this price proposal for the City of Pflugerville Cityworks CIP Implementation Services scope-of-work indicated above for the price of **\$138,750**. Implementation services listed below will be firm-fixed price deliverable.

You may indicate your acceptance of the above proposal with a signature from authorized personnel from City of Pflugerville.

Cityworks PLL Implementation: \$138,750

Signature: _____

Name: _____

Title: _____

Date: _____

Standard Terms and Conditions

These standard terms and conditions ("Terms and Conditions") apply to any proposal, quotation and the resultant agreement relating to products and services sold by Axim Geospatial (herein after, "Axim") to a customer ("Customer"). These Terms and Conditions, together with the proposal, quotation and contract, including any statement of work, herein SOW, shall constitute the entire agreement ("Agreement") between the parties.

These Terms and Conditions are governed by the terms of the applicable License Agreement for any incorporated software ("License Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meaning set forth in the License Agreement.

1. GENERAL PROVISIONS.

This proposal including the SOW and all Terms and Conditions set forth herein, constitutes the entire agreement between Axim and Customer. The Terms and Conditions of the proposal shall govern and control the terms of any purchase order or purchase confirmation form from the Customer. Customer acknowledges that Axim has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Axim in any way. This confidential proposal is valid for thirty (30) days and unless otherwise stated.

2. SCOPE OF SERVICES.

During the term of the Agreement, Axim shall furnish the services in accordance with the SOW set forth in the proposal.

3. WORK PERFORMANCE.

Axim agrees that all work performed hereunder shall be performed on a best effort basis by Axim's staff having an appropriate experience and skill level, and in compliance with the SOW.

4. TAXES.

Unless this Agreement specifies otherwise, the price included in the proposal does not include, and Customer is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Agreement. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or evidence of exemption.

5. CHANGES.

No changes, modification, amendment shall be binding upon Axim unless otherwise agreed to in writing. Customer's authorized representative may in writing, direct changes within the general scope of the Agreement. If such change increases or decreases the cost or time required to perform this Agreement, Customer and Axim shall negotiate an equitable adjustment in the price and schedule to reflect the appropriate change. Axim shall adjust the proposal to reflect the change. Customer shall modify any purchase order or confirmation form and reissue to Axim accordingly.

6. INVOICE AND PAYMENT.

Customer shall pay Axim within thirty (30) days after receipt of invoice or as per the terms indicated in the proposal. Axim will bill Customer monthly for all travel expenses and labor costs based on hours worked.

7. CANCELLATION.

Customer shall provide thirty (30) days written notice to Axim prior to canceling an order. Customer will compensate Axim for all authorized services satisfactorily performed through the cancellation date under the payment terms in section 6 of these Terms and Conditions.

8. ASSIGNMENT.

Neither party shall assign any of its rights or interest in this Agreement or subcontract all or substantially all of its performance of this Agreement without the other party's prior written consent.

9. INDEMNITY.

The parties shall indemnify and hold harmless the other, its officers and employees from and against damages, claims liabilities, fines, penalties and expenses (to include reasonable attorney's fees) due to its negligent acts, willful misconduct, errors or omissions of any Axim employee during the performance of its obligations hereunder that arise out of (1) injuries or death to persons or damage to property, (2) services and/or deliverables agreed to under this order (3) violation of any federal, state, county or municipal laws. Axim's total liability to Customer for any reason shall not exceed the total amount paid to Axim by Customer for the services provided under this Agreement.

Axim's duty to defend and hold harmless Customer shall not apply to any liability claim for damages or injuries arising from or as a result of the negligence of Customer or employees / agents of Customer.

Axim shall have no liability for any claim of infringement to the extent based on (1) the use of a superseded or altered version of any Axim provided product or framework or (2) the combination, operation or use of the Axim provided product with software, hardware or other materials not furnished or authorized to be used by Axim.

To the extent permitted by law, in no event shall either party be liable to the other for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind.

10. WARRANTY.

Axim warrants that it will perform the services in good faith and in conformance with professional industry standards. All Axim employees, that work on the project, shall have the knowledge, education, training,

skills and experience of the subject matter to which they will be performing services.

Axim warrants the completed application against bugs and defects for a period of 30 days after acceptance. Ongoing support, functional enhancements, or performance issues caused by a change in the customer's IT environment are not included in the warranty. Coverage for these items will require a separate agreement.

11. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, AXIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS), EVEN IF THE CUSTOMER HAS BEEN ADVISED, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AXIM'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR PURSUANT TO ANY SOW (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES RECEIVED BY AXIM FROM CUSTOMER PURSUANT TO THE APPLICABLE SOW UNDER WHICH THE ALLEGED LIABILITY AROSE.

12. FORCE MAJEURE.

Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. SERVERABILITY.

If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. GENERAL SERVICES ADMINISTRATION SCHEDULE.

As indicated in the proposal, if applicable, this Agreement incorporates and shall be governed by the terms of a General Services Administration ("GSA") Schedule entered by Axim and the United States Government. Axim's GSA Schedule number: GS-35F-682R.

15. GOVERNING LAW.

This Agreement and any disputes arising out of, or relating to, this Agreement shall be governed by the laws of the State of Wisconsin without regard to the conflict of law rules thereof, provided that (i) contract provisions that have been incorporated directly from or by express reference to the Federal Acquisition Regulations ("FAR"), FAR supplements or GSA schedule terms, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and

(iii) the Changes and Termination for Convenience articles, shall be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

16. DISPUTE RESOLUTION.

Customer and Axim shall endeavor to resolve any controversy, claim or dispute arising out of or relating to the Agreement, or the performance or breach thereof, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The hearing locale will be held in the AAA office closest to Axim corporate headquarters.

17. OTHER.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Wisconsin without regard to conflicts of laws provisions thereof.

Both Axim and Customer will comply with all laws applicable to the Agreement.

All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Axim will be sent to the address provided in the proposal.

Changes to the Agreement must be in writing and must be signed by both parties.

18. COMPLETE AGREEMENT.

Customer acknowledges it has read the Agreement, understands it and agrees to be bound by its Terms and Conditions. This contract contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Customer and Axim related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Customer's authorized representative and an authorized representative of Axim