

Exhibit "A"

Schneider Geospatial (qPublic) Terms of Service

version 12.12.18 (as modified herein)

We (Schneider GeoSpatial and Schneider GeoSpatial doing business as qPublic and qPublic.net) entered into a written Professional Services Agreement (the "agreement") with you to provide certain services. The agreement provides that these Terms of Service are incorporated into and made a part of the agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service, provided that (a) PROFESSIONAL shall provide written notice to CLIENT of the modified Terms of Service at least sixty (60) days prior to the expiration of the Initial Term (or any successive term); (b) such modified Terms of Service will only take effect during the next renewal and/or successive term of the Agreement; (c) if CLIENT does not agree to the modified Terms of Service, CLIENT can issue a written notice of termination for the next renewal/successive term as provided in Paragraph 4 of the Agreement; and (d) if CLIENT does not exercise its termination right, then such modified Terms of Service shall be deemed to be accepted and made part of this Agreement.

A) Your Responsibilities.

To the extent required for us to render services to you, you shall do the following in a timely manner so as not to delay the services: (1) Designate a person to act as your representative with respect to the services. (2) Provide all criteria and full information as to your requirements for the services. (3) Provide to us all information and data required to complete the services or provide regular remote access to requested databases and IT infrastructure as requested by us. (4) Give prompt written notice to us whenever you observe or otherwise becomes aware of any development that affects the scope or timing of the services, or any defect or nonconformance in the work of us or any of our subcontractors or consultants. Likewise, we shall give prompt written notice to you whenever we observe or otherwise become aware of any development that materially affects the scope or timing of the services, or any material defect or nonconformance in the work of us or any of our subcontractors or consultants.

B) Limitation of Liability and Responsibilities.

To the fullest extent permitted by law, each of us shall defend, indemnify and hold the other harmless from all claims, demands, suits, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees, expert fees and consulting fees, which either of us may suffer or sustain arising out of, related to or resulting from the other's acts or omissions arising from or relating to the performance of the agreement or its terms and conditions. Nothing contained in this paragraph, however, shall be construed to release us from liability for failure to properly perform our duties and responsibilities under the agreement.

We shall perform the services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under similar circumstances. Our standard of care should not be construed as a warranty, either express or implied, of the services, as we make no guarantee or warranty, express or implied, in fact, or by law, or otherwise concerning the services. Neither of us shall hold the other liable for damages or delays in performance caused by events beyond our or your, as the case may be, control, including, but not limited to weather, information acquisition, and communications. Upon receipt of written notice from you of any contentions that our services do not meet the foregoing standard of care, we will use reasonable efforts to correct any interruptions and errors in delivering the services and any defects in proprietary material.

Further, in recognition of the relative risks and benefits of the services to both you and us, the risks have been allocated such that you and we knowingly and willingly agree, to the fullest extent permitted by law, that our and your total liability one to the other, with respect to any acts or omissions by us, our subcontractors or consultants, or you to us, including, but not limited to, breach of the agreement, breach of warranty (whether express or implied), negligence, indemnity, or any