





Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP58	Department:	EMERGENCY MANAGEMENT (OEM)
Vendor Name:	CODESTREAM SOLUTIONS PTY LTD (TRADING AS FLOODMAPP)		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR FLOOD MODELING			
Type of Contract:	RFP	Start Date:	05/23/24
Purchasing Contact:	KIM CHAPPIUS	End Date:	05/23/25
Department Contact:	SHANTELLE BRANNON		
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM IS REQUIRED; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 1st of three (3) one (1) year renewal option periods:			
Renewal Option Period 3			
Renewal Option Period 2			
Renewal Option Period 1			
Initial Contract Period			
May 23, 2024 – May 23, 2025			
May 23, 2023 – May 23, 2024			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>Codestream Solutions Pty Ltd</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Juliette Murphy</u>		Bill Gravell, Jr	
Title <u>CEO</u>		Williamson County Judge	
Signature <u></u>		Signature <u></u>	
Date <u>15 March 2024</u>		Date <u>Apr 9, 2024</u>	

**WILLIAMSON COUNTY
SERVICES CONTRACT**
(Codestream Solutions Pty Ltd ACN 618 015
731)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Codestream Solutions Pty Ltd ACN 618 015 731 (trading as FloodMapp)**(hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include, but are not limited to, the services and work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County’s solicitation, if applicable.

Should the County choose to add services in addition to those described, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of

the last party's execution below and shall continue for Twelve (12) months ("Initial Term"), unless

terminated earlier pursuant to this Contract. At the end of the Initial Term of this Contract, the parties, upon mutual agreement, shall have the option to renew this Contract for three (3) additional one (1) year terms, with the terms and conditions remaining the same. The total period of the contract, including all terms, shall not exceed four (4) years.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, as a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Contract. The County and the Service Provider agree that termination shall be the Service Provider's sole remedy if the County choose not to extend this Contract for an additional one (1) year term.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate for the specific project herein, as set for in **Exhibit "A"**. The amount of compensation paid to Service Provider for the Initial Term shall be capped and paid in the amount not to exceed Two Hundred Seventy-Nine Thousand Six Hundred and Eighty Dollars (\$279,680.00), unless amended by a change order and approved by Williamson County Commissioners Court. If the County desires to exercise its renewal option, the amount of compensation to be paid shall be capped at One Hundred Fifty Thousand Six Hundred and Ninety-Six (\$150,696.00) per renewal term.

Payment for services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

[Intentionally Omitted]

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed

under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Equal Opportunity Clause: Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

XIV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVIII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XIX.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXI.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract

by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#) . Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Proposal, and being marked **Exhibit "A;"**
- B. The Request for Proposal (23RFP58); and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell

Bill Gravell (May 24, 2023 11:55 CDT)

Judge Bill Gravell, Jr.
County Judge

Date: May 24, 2023, 20

SERVICE PROVIDER:

Codestream Solutions Pty Ltd ACN 618 015 731

Name of Service Provider

DocuSigned by:

Juliette Murphy

Authorized Signature

Juliette Murphy

Printed Name

Date: 17 May, 2023

EXHIBIT “A”

FloodMapp Scope of Work

Williamson County wishes to undertake a scope of work which produces:

- A forecasting flood model.
- A real-time flood model.
- Post-flood mapping.

These project deliverables are to be developed through four simultaneous efforts:

1. Collect weather, rainfall, and stream flow information that provides additional data points and advance notice and integrates that data into a single source of information.
2. Interpret collected information to anticipate when and where flooding may occur and where water is likely to go.
3. Provide flood intelligence data for the creation of online and other communications tools that describe the predicted threat so that responders and the public can take suitable action before flooding.
4. Provide the flood intelligence data for post flood mapping used for damage assessments and recovery operations.

FloodMapp products directly align with this scope of work through their product offerings of:

- **ForeCast** - provides a forecasted flood model.
- **NowCast** - provides a real-time flood model.
- **PostCast** - captures post-flood mapping.

FloodMapp's emergency management suite of products provides greater warning time and location specific flood intelligence that can potentially save lives and reduce damage and associated financial losses.

1.1 Project Deliverables

The following product inclusions are standard for the FloodMapp product suite. If you require any bespoke product inclusions, please discuss with your FloodMapp representative to discuss availability and capability.

Specifically, ForeCast lead times can be developed at a timescale suitable to your needs and to align with your emergency management plans / standard operating procedures.

Table 1: Scope of Work and Deliverables.

Element	Service	FloodMapp NowCast and/or PostCast	FloodMapp ForeCast
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Site Determination	Advise on the appropriate number and location of new monitoring equipment to meet model coverage expectations.	Included as bespoke element for Williamson County as part of implementation phase.	
Forecast Flood Model FloodMapp ForeCast	Development / build of DASH 24hr hydrology forecast models		Included
	Training, calibration, and testing of DASH hydrology models where data is available.		Included
	Forecast models operationalized with live feeds for rainfall forecast data, soil moisture data, and river height data. ForeCast results updated every hour.		Included
	Model updates and ongoing service. Continual improvements with calibration from new flood events.		Included
Real-Time and Post-Event Flood Model FloodMapp NowCast and PostCast	Development / build of DASH 2-D models across specified geographic regions.	Included	
	Testing and QA of DASH-2D models where data is available. Calibration of all models where flood extent data is available for numerous events (scale and magnitude).	Included	
	DASH-2D models operationalized with real-time or forecast flood height inputs.	Connected to real-time river height data	Connected to forecast hydrology models
AI Reliability Service	FloodMapp's proprietary AI-powered data cleaning and reliability service will be implemented across all gauges to monitor, and infill missing data based on learned relationships across the gauging network.	Included	Included
Secure access to flood intelligence	<ul style="list-style-type: none"> Cloud Hosted Scalable Relational Databases which house river 	Included	Included

data, databases, and cloud hosting	<p>data pipelines and all operational flood extent data.</p> <ul style="list-style-type: none"> • Cloud Hosted Scalable Object Storage which houses all operational flood depth data. • Databases are backed up daily and operated within a secure virtual private network. • Objects in storage are versioned, and only accessible via a secure virtual private network. • Highly distributed parallel computing to allow modelling at a state-wide scale. • Databases continually maintained by a qualified team of software engineers. 		
Live operational flood forecasting and modelling service	<ul style="list-style-type: none"> • Automated real-time flood mapping data feed delivered via WMS/WFS. Flood extents updated hourly with flood peak recorded every 12hrs. • Flood forecasting & modelling supervised by a qualified team of flood engineers, hydrologists, data scientists, and GIS analysts. • GIS servers supervised by a qualified team of software engineers. 	Included	Included
System monitoring and maintenance	<ul style="list-style-type: none"> • FloodMapp Engineers undertake ongoing quality assurance reviews of model results through a Flood Warden roster - 365 days a year. • 20hrs per year allocated to Williamson County area review - including updating model input data. • 20 hrs per year allocated to model calibrations and post event reviews (updates to be executed within 10 business days of receipt of validation data from client). 	Included	Included
Client Support	<p>Technical support and onboarding documents, including GIS story maps and instructional videos. All training, and software testing will be conducted by Microsoft Teams.</p>	Included	

	Technical support session (<2hrs) via Microsoft Teams.	Included
	End user training for up to 40 staff members via Microsoft Teams	Included
	365/24/7 support for service availability issues during activated flood events.	Included
	Ongoing technical support service requests for non-critical events (i.e., non-flood event) during County business hours (8am to 5pm CST).	Included

2 Pricing

Based on the information included in the request for quotation, a cost estimate is provided below. Quoted fees are valid for 60 days.

In reviewing the cost estimate, please consider the following. Our cost structure comprises two fees:

- **Implementation fee** which covers integration and configuration of our software products to your ArcGIS and technical support during this process and initial deployment of models for the locality.
- **Annual license fee** which covers ongoing operation of the service including cloud hosting, data collection and storage, continuous model runs and result updates, flood engineer and hydrologist supervision and ongoing access to continual model upgrade improvements.

Please note that the annual license fee is included within the implementation fee for the first year of service.

A summary of the total costs is provided below based on the current number of active and accessible in Williamson County (38 gauges) and an estimated 8 additional gauges to be added to the network. Scale efficiencies may be applicable should there be future significant changes in the number of total gauges included on the network.

Table 2: Total Cost Summary of FloodMapp Implementation and Annual Product License Fees.

Product	Catchment Area Served	No. of gauges	Software Implementation Fee (USD)	Annual License Fee (USD)
ForeCast (24hr)	1136 sq miles	46	\$184,000	\$82,800
NowCast			\$55,200	\$36,432



PostCast			\$40,480	\$31,464
Sub-total			\$279,680	\$150,696
1st Year Total Fee			\$279,680	
Subsequent Annual Fee – 4-year contract			\$150,696	

Supply of FloodMapp's products is subject to the terms and conditions attached here as Schedule 1. It is noted within the Flood Monitoring Project Overview that all data would be made available for consumption by the National Water Service (NWS) and other organizations engaged in flood mitigations and operations. FloodMapp wishes to advise that sharing of data outputs is acceptable to promote a common operating picture within an active flood within the boundaries of Williamson County. However, sharing live access to the data feed is a license violation and is not permitted.

Table 1: Project Milestones and Timeframe for Implementation.

Stage	Element	Data Inputs	Delivery Product	Timeframe
Phase 1	Technical onboarding of NowCast and PostCast for existing gauge sites. Activities: <ul style="list-style-type: none"> Project kick-off meeting. Technical onboarding and integration of FloodMapp products into existing GIS applications. 	<ul style="list-style-type: none"> Any improved DEM/LiDAR sources. Available spatial historical event validation data. 	<ul style="list-style-type: none"> NowCast PostCast 	10 Business Days (BD) from Commencement Date
Phase 2	Improvements to NowCast and PostCast products: <ul style="list-style-type: none"> Validation of flood model results to client supplied validation data. Update LiDAR/DEM (if applicable). Data Review <ul style="list-style-type: none"> Review data and make data adjustments (if required). Recommendations for additional gauge locations. 	<ul style="list-style-type: none"> Any improved DEM/LiDAR sources Available spatial historical event validation data. 	<ul style="list-style-type: none"> Progressively updated NowCast and PostCast model results based on review of validation data (if available). Spatial file (.shp) containing recommended additional gauge locations for further investigation. 	30 days from Commencement Date
Phase 3	Deployment of ForeCast model (24hr) to existing gauge sites. Activities: <ul style="list-style-type: none"> ForeCast implementation for existing gauged waterways. Validate forecast model data. Conduct user training. 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> ForeCast (Riverine) 	90 days from Commencement Date
Acceptance	Final acceptance of deliverables.	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	120 days from Commencement Date
OPTIONAL Phase 4	OPTIONAL: Integration of asset-based impact analytics for roads within the County and/or into Waze	To Be Determined – outside of current scope of work. Additional fees apply.		
OPTIONAL Phase 5	OPTIONAL: Deployment of pluvial based rain-on-grid modeling for improved overland flow/flash flood results	To Be Determined – outside of current scope of work. Additional fees apply.		

SCHEDULE 1

TERM	MEANING
we, us or our	Codestream Solutions Pty Ltd (trading as FloodMapp) ACN 618 015 731 Address: Level 2/315 Brunswick St, Fortitude Valley QLD 4006 Phone: 0423 932 377 Email: info@floodmapp.com
you or your	Williamson County, Texas Contact: Michael Shoe, Director/Emergency Management Coordinator Address: 911 Tracy Chambers Lane, Georgetown, Texas 78626 Phone: (512) 688-0076 Email: michael.shoe@wilco.org
Services	The Services include the following: <ul style="list-style-type: none"> FloodMapp ForeCast via API which includes a 24hr mapped flood extent Williamson County, updated every hour 24/7 where source data is available. ForeCast will be delivered in Web Map Service (WMS) and Web Feature Service (WFS) format. FloodMapp NowCast via API which includes a mapped flood extent and depth] based on current gauged water levels for Williamson County, updated every hour 24/7 where source data is available. NowCast will be delivered in Web Map Service (WMS) and Web Feature Service (WFS) format. FloodMapp PostCast via API which includes a maximum mapped flood extent and depth for Williamson County, updated every 12hrs where source data is available. PostCast will be delivered in Web Map Service (WMS) and Web Feature Service (WFS) format.
Authorized User Limit	Access to the Services via your Account for Authorised Users within the Williamson County municipalities. It is noted within the Flood Monitoring Project Overview that all data would be made available for consumption by the National Weather Service (NWS) and other organizations engaged in flood mitigations and operations. Sharing of data outputs is acceptable to promote a common operating picture within an active flood within the boundaries of Williamson County. However, sharing live access to the data feed to other organisations is a license violation and is not permitted.
Technical Support Services	The Technical Support Services as outlined in the Support, Limitations and Assumptions .
Implementation Services	As described in Table 3.
Legal	This order is subject to the attached FloodMapp Product Terms

FLOODMAPP PRODUCT TERMS

- A. This Agreement is entered into between Codestream Solutions Pty Ltd ACN 618 015 731 (**we, us or our**) and you, the person, organisation or entity described in the Schedule (**you or your**), together the Parties and each a Party.

1 [INTENTIONALLY OMITTED]

2 Services

2.1 [INTENTIONALLY OMITTED]

2.2 [INTENTIONALLY OMITTED]

2.3 [INTENTIONALLY OMITTED]

3 Accounts

3.1 We will create an Account for you, which will allow you to set up Authorised User accounts, (in accordance with the permitted Authorised User Limit, if any) and to access and use the Services, including the SaaS Services.

3.2 You must ensure that any information you provide to us, or we request from you, for your Account, is complete and accurate and you are authorised to provide this information to us.

3.3 You are the Account owner and regardless of any change in any contact details, you will remain responsible for your Account, as set out in this Agreement. If you wish to change the Account owner, you must provide us with a written request to transfer the ownership of the Account to the incoming party, which must also include the incoming party's written consent to take over full responsibility for the Account, in a form acceptable to us.

3.4 It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including activity by Authorised Users and for ensuring that any activities on your Account comply with this Agreement.

3.5 We are not responsible for the management or administration of your Account or your Authorised Users.

4 Licence and restrictions on use

4.1 Subject to your and your Authorised Users' compliance with this Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable (except as otherwise permitted under this Agreement), personal and revocable licence to access and use the SaaS Services in accordance with any Authorised User Limits, for your use and enjoyment of the Software Services, as contemplated by this Agreement (**Licence**).

4.2 You must not (and must ensure your Authorised Users do not) access or use the SaaS Services except as permitted by the Licence and you must not (and must not permit any other person to) use the SaaS Services in any way which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property Rights, including to;

- (a) use the SaaS Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
- (b) use the SaaS Services in any way that damages, interferes with or interrupts the supply of the Services;
- (c) introduce malicious programs into our hardware and software or Systems, including viruses, malware worms, trojan horses and e-mail bombs;
- (d) reveal or allow others access to your Account's password or authentication details or allow others to use your Account or authentication details (other than Authorised Users);
- (e) carry out security breaches or disruptions of a network, including accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (f) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Services;
- (g) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Services in breach of any person's privacy (such as by way of identity theft or "phishing"); or
- (h) circumvent user authentication or security of any of our Services, networks, accounts or hosts or those of our other users.

5 [Intentionally Omitted]

6 Third Party Inputs

- 6.1 You agree that the provision of the Services may be contingent on, or impacted by, may interface, or interoperate with, the Services, including third party software or services, including Third Party Inputs, especially where you choose to have the Services interface with your Systems (for example, USGS or the Bureau of Meteorology), via our API.
- 6.2 To the extent that you choose to use such Third Party Inputs (for example, Google Maps or ArcGIS), you are responsible for:
- (a) the purchase of;
 - (b) the requirements; and
 - (c) the licensing obligations,
- related to the applicable Third Party Input, including third party software and services.
- 6.3 You agree that the benefit of the Third Party Input's interface, or interoperation with, the Services, is subject to your compliance with clause 6.2.

7 Support Services

- 7.1 During the Term, we will provide you Technical Support Services as described in the attached **Support, Assumptions and Limitations**, provided that, where required, you assist us in investigating and ascertaining the cause of the fault and provide us with access to all necessary information relevant to the fault (including what you or your Personnel have done in relation to the fault).

8 [INTENTIONALLY OMITTED]

9 [INTENTIONALLY OMITTED]

10 Confidential Information

- 10.1 Each Receiving Party agrees:
- (a) not to disclose the Confidential Information of the Disclosing Party to any third party;
 - (b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
 - (c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.
 - (d) The obligations in clause 10.1 do not apply to Confidential Information that:
 - (1) is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;
 - (2) is authorised to be disclosed by the Disclosing Party;
 - (3) is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement; or
 - (4) must be disclosed by Law or by a regulatory authority, including under subpoena.
- 10.2 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 10. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 10.
- 10.3 This clause 10 will survive the termination or expiry of this Agreement.

11 Intellectual Property Rights

- 11.1 You agree that all Intellectual Property Rights:
- (a) in the Services, including the Software and SaaS Services;
 - (b) in the Intellectual Property developed, adapted, modified or created by us, or our Personnel (including in connection with this Agreement, the Software and the SaaS Services and any machine learning algorithms output from the Services); and
 - (c) Feedback,
- will at all times vest, or remain vested, in us (or, if applicable, our third party service providers). To the extent that ownership of the Intellectual Property Rights do not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

- 11.2 You agree that we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback.
- 11.3 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials, solely for the purposes for which they were developed and for the performance of our obligations under this Agreement, as contemplated by this Agreement.
- 11.4 You must not whether directly or indirectly, without our prior written consent:
- (a) copy or use, in whole or in part, any of our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;
 - (c) download, store outside of the Services or use our Intellectual Property for purposes not specified as part of the Services;
 - (d) reverse assemble, reverse engineer, reverse compile or enhance the Services;
 - (e) attempt to discover the source code or object code or underlying structures, ideas, know how or algorithms in relation to the Services, the data or documentation;
 - (f) breach any Intellectual Property Rights connected with the Services, including altering or modifying any of our Intellectual Property;
 - (g) cause any of our Intellectual Property to be framed or embedded in another website; or create derivative works from any of our Intellectual Property;
 - (h) resell, assign, lease, hire, sub-license, transfer, distribute or make available the Services to third parties;
 - (i) "frame", "mirror" or serve any of the Services on any web server or other computer server over the Internet or any other network; and
 - (j) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Services.
- 11.5 This clause 11 will survive the termination or expiry of this Agreement.

12 Customer Data

- 12.1 You grant us a limited licence to copy, transmit, store and back-up or otherwise access the Customer Data during the Term and for a reasonable period after the Term to:
- (a) supply the Services (including for back-ups) to you (including to enable you, your Authorised Users and your Personnel to benefit from the Services);
 - (b) diagnose problems with the Services;
 - (c) enhance and otherwise modify the Services, and
 - (d) as reasonably required to perform our obligations under this Agreement.
- 12.2 You must, at all times, ensure the integrity of the Customer Data and that your use of the Customer Data is compliant with all Laws.
- 12.3 You represent and warrant that:
- (1) you have obtained all necessary rights, releases and permissions to provide all your Customer Data to us and to grant the rights granted to us in this Agreement;
 - (2) the Customer Data is accurate and complete;
 - (3) the Customer Data (and its transfer to and use by us as authorised by you) under this Agreement does not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity; and
 - (4) any use, collection and disclosure authorised in this Agreement is not inconsistent with the terms of any applicable privacy policies.
- 12.4 We assume no responsibility or Liability for the Customer Data. You are solely responsible for the Customer Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to back up the Customer Data.

12.5 You acknowledge and agree that the operation of the Services is reliant on the accuracy of the Customer Data, and the provision of inaccurate or incomplete Customer Data by you may affect the use, output and operation of the Services.

13 Analytics

13.1 Despite anything to the contrary, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:

- (a) does not contain identifying information; and
- (b) is not compiled using a sample size small enough to make the underlying Customer Data identifiable.

13.2 We, and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

14 Warranties

14.1 You warrant and agree that:

- (a) there are no legal restrictions preventing you from entering into this Agreement;
- (b) you are not and have not been the subject of an Insolvency Event;
- (c) you will cooperate with us and provide us with all permissions, assistance, resources, data, people, information, facilities, access and documentation that is requested by us and reasonably necessary to enable us to perform the Services, from time to time, and in a timely manner;
- (d) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete and that we will rely on such information and documentation in order to provide the Services;
- (e) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;
- (f) you will inform us if you have reasonable concerns relating to our provision of the Services under this Agreement, with the aim that the Parties will use all reasonable efforts to resolve your concerns;
- (g) you are responsible for obtaining, and providing to us in a timely manner, any consents, licences, authorities and permissions from third parties necessary for the Services to be provided in accordance with this Agreement, at your cost;
- (h) the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without prior written consent;
- (i) you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services to break any Law or infringe any person's rights (including Intellectual Property Rights) or in any way that damages, interferes with or interrupts the supply of the Services;
- (j) you have reviewed this Agreement and you understand them and will use the Services in accordance with them;
- (k) you have the authority to act on behalf of any person or entity for whom you are using the Services and you are deemed to have agreed to this Agreement on behalf of any entity for whom you use the Services; and
- (l) you have all the hardware, software and services which are necessary to access and use the Services, including any required operating systems as set out in the Schedule or on the Site.

15 [Intentionally Omitted]

16 Limitations on Liability

16.1 Unless otherwise provided for in this Agreement, to the maximum extent permitted by law:

- (a) neither Party will be liable for any Consequential Loss;
- (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel); and
- (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

16.2 This clause 16 will survive termination or expiry of this Agreement.

17 Exclusions to Liability

- 17.1 Other than provided for in this Agreement, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability, caused or contributed to by, arising from or connected with:
- (a) loss of, or damage to, any property or any injury to or loss to any person;
 - (b) the Computing Environment;
 - (c) your or your Personnel's acts or omissions;
 - (d) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by this Agreement;
 - (e) any work, services, goods, materials or items which do not form part of the Services (as expressed in this Agreement), or which have not been provided by us;
 - (f) any Third Party Inputs;
 - (g) the Services being unavailable, or any delay in us providing the Services to you, for whatever reason; and/or
 - (h) any event outside of our reasonable control.
- 17.2 You acknowledge and agree that:
- (a) any Services we provide to you are based on previously collected data, meteorological models and third party data and rely on this data;
 - (b) all natural events are by their nature, unpredictable and can be forecasted but we cannot guarantee the accuracy of any flood modelling information, flooding predictions or flood data provided to you via the Services;
 - (c) you are responsible for all users using the Services, including your Personnel and any Authorised Users;
 - (d) you use the Services and any associated programs and files at your own risk;
 - (e) you are only given access to the Services and the information and data in the Services or delivered via the Services, solely for the purpose identified by the Services;
 - (f) the technical processing and transmission of the Services, including Customer Data, may be transferred unencrypted and involves:
 - (1) transmissions over various networks; and
 - (2) changes to conform and adapt to technical requirements of connecting networks or devices;
 - (g) we may use third party service providers to integrate with the Services or to host the SaaS Services. If the providers of third party applications or services cease to make their services or programs available on reasonable terms, we may cease providing any affected features without Liability or entitling you to any refund, credit, or other compensation;
 - (h) the Services may use third party data, information, products, facilities or services. We do not make any warranty or representation in respect of the third party data, information, products, facilities or services;
 - (i) we do not guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used;
 - (j) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, your Authorised Users or your Personnel; and
 - (k) we may pursue any available equitable or other remedy against you if you breach any provision of this Agreement.
- 17.3 Upon expiry or termination of this Agreement:
- (a) we will immediately cease providing the Services;
 - (b) we will be entitled to permanently delete all Customer Data within 1 month from expiry or termination of this Agreement;
 - (c) we may (at our sole discretion) provide further disengagement services, at our then current rates, and such further disengagement support services must be agreed in writing by the Parties;
 - (d) you agree that any payments made are not refundable;
 - (e) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;

- (f) pursuant to clauses **Error! Reference source not found.****Error! Reference source not found.****Error! Reference source not found.**, **Error! Reference source not found.** or **Error! Reference source not found.**, you also agree to pay us additional costs arising from, or in connection with, such termination; and
- (g) immediately return (where possible) or delete or destroy (where not possible to return), any of our property (including any of our Confidential Information and Intellectual Property), unless prohibited by law.

17.4 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

17.5 This clause 17 will survive the termination or expiry of this Agreement.

18 General

18.1 [INTENTIONALLY OMITTED]

18.2 **Email:** You agree that we are able to send electronic mail to you (such as alerts as part of the Services) and receive electronic mail from you. You release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

18.3 **Exclusivity:** The Services will be provided to you on a non-exclusive basis.

18.4 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.

19 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in this Agreement, the Schedule, and:

Account means an account accessible to you and your Authorised Users to use the Services, including, the SaaS Services;

ACL or **Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time;

Additional Services means any Services not set out in the Services description in the Schedule which we agree to provide to you, but excluding any variations to the Services;

Agreement means these FloodMapp Product Terms, all schedules (including the Schedule), annexures and attachments included, or referred to, in this agreement;

API means our application programming interface, as applicable to the Services requested by you;

Authorised User, if applicable, means a user permitted to access and use the Services under your Account, in accordance with the Authorised User Limit particularised in the Schedule;

Business Day means a day on which banks are open for general bank business in the United States, excluding Saturdays, Sundays and public holidays;

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems;

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information;

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise;

Customer Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you, your Personnel or Authorised Users into the Services or stored by the Services or generated by the Services as a result of your use of the Services;

Feedback means any idea, suggestion, recommendation or request by you or any of your Personnel or Authorised Users, whether made verbally, in writing, directly or indirectly, in connection with the Services;

Implementation Services means part of the Services which we provide to you, to assist you with the implementation of the SaaS Services, if applicable, and as set out in the Schedule;

Insolvency Event means any of the following events or any analogous event:

- (a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party's debts as the debts fall due ;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business;

Intellectual Property means any copyright, registered and unregistered trade marks, designs (whether or not registered or registrable), domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing;

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Services, and includes the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth);

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise;

Licence is defined in 4.1;

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents;

SaaS Services means our Software as a service as described in the Schedule and on the Site, including any Services delivery via our API;

Schedule means the schedule attached to these FloodMapp Product Terms;

Site means the website located at <https://www.floodmapp.com/>, and may be available through other addresses and channels;

Services means the Software, the SaaS Services any Implementation Services, any Technical Support Services;

Software means the software used to provide any of the SaaS Services, and includes any instructions in hard copy or electronic form and any update, modification or release of any part of that software after this Agreement is entered into by the Parties;

System means all hardware, software, networks and other IT systems used by a Party from time to time, including a network;

Term refers to the period of performance, including the Initial Term and any renewal terms;

Third Party Inputs means third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by; and

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel independently of this

Agreement.

Support, Assumptions and Limitations

The scope and pricing presented in this proposal are based on the following assumptions:

- FloodMapp is not responsible for the implementation of any new gauge infrastructure required. FloodMapp will provide indicative locations of additional gauges required to meet Williamson Council expectations on model coverage. A gauge supplier will need to be engaged to investigate, scope, cost and install any gauge infrastructure, at a cost to Williamson County.
- FloodMapp products are provided as continuous data feeds (i.e., 24/7/365). FloodMapp commits best efforts of 99.5% service availability.
- Maintenance activities may affect the service. Maintenance activities will not occur during a time where a flood warning is in effect, without the express written consent of Williamson County. This does not include maintenance activities required to reinstate the service due to an unforeseen outage.
- WMS/WFS products are provided in accordance with the Open Geospatial Consortium Standards. Specifications are provided here: <https://www.ogc.org/standards/wfs>, <https://www.ogc.org/standards/wms>
- Our products are available via an integration to an Esri platform. In this integration, the mapped flood extent and depth can be integrated into Esri products as a:
 - Web Feature Service in vector formats:
 - GeoJson.
 - GeoPackage.
 - Shapefile format.
 - Web Map Service as a series of Map tiles or rasters:
 - TIFF.
 - PNG.
 - JPEG.

If this is the delivery mechanism, we recommend scaling the number of dedicated servers used to provide data based on the number of intended users. As too few servers can cause performance degradation during times of peak usage. This is optional and can be adjusted at a later date, subject to applicable fees and charges.

- FloodMapp's technology requires river level gauging stations to model an expected flood extent. FloodMapp's products are available for all gauged waterways, where FloodMapp has access to the river levels recorded by the gauge.
- Any newly added gauges will require a period of observation before being utilized operationally to produce a ForeCast product.
- Unless specified, all modelling is of fluvial riverine flooding, based on the available river level gauge data. Specific pluvial, rain-on-grid real-time flood modelling is not included as a core FloodMapp product and is only provided on a case-by-case basis dependant on client need and requirements.
- In the event river level gauge stations fail to provide a recording (damaged etc.) FloodMapp proprietary software will interpolate and model a river level recording. All products may be derived from real or interpolated river level results. Interpolators may vary in reliability.
- Regions between river level gauge stations (shown in availability layer) will be marked as Online, Under Review, and Offline. Any region marked as "Under Review" is uncalibrated and results should be used with caution. Any "Offline" region will not show any results.
- Mapped flood result resolution is at a minimum provided at:
 - 1m grid for heavily urbanized areas where 1m LiDAR exists.
 - 10m grid for towns and townships with 1m LiDAR available.
 - Resolutions may be more refined for areas where client need exists.
- FloodMapp core product model services will use publicly available elevation datasets derived through the USGS and NOAA (such as the National Elevation Dataset). The quality and accuracy of our models will vary across different areas based on the quality and accuracy of elevation survey data in that area. Williamson County can provide better resolution LiDAR data if available and may be eligible to take part in the mutual data benefit incentive.

- Business critical service requests during an active flood event - service requests (calls and emails) will be logged by FloodMapp, and a service response will be communicated to the customer within one hour from the time the request was logged - 24/7.
- If the request is business critical during an active flood event and expected to take more than 6 hours to resolve FloodMapp will appoint a 'Problem Manager' to manage the request. The problem manager will communicate as required with the customer and will provide verbal updates every two hours as a minimum.
- If the request is not urgent, a resolution to the problem will be provided by the next close of business. If the issue cannot be resolved during this time, updates will be provided to the client point of contact at least every 12 hours until resolved.
- Following every event where a problem manager has been appointed, FloodMapp will provide the customer with an 'After Action Review' within 3 working days of the support event. The customer may specifically request from FloodMapp's Chief Technology Officer an 'After Action Review' for any continuing, persistent, or recurring issues.
- FloodMapp provides client assistance regarding the integration of FloodMapp products into the client's chosen GIS environment. All additional GIS support requests (such as analytics using client data or other associated consulting services) are not included in the standard implementation and annual licensing fees.
- Flood Engineer support is provided on the basis of explaining any anomaly observed in the modeled flood extent products. Response to these queries is aligned with the performance standard for software technical support. Flood Engineer technical support during flood events - such as advice for operational and tactical decision making is not included as part of the standard implementation and annual licensing fees.