

Statement of Work No. 4

This Statement of Work No. [4] ("**SOW**"), effective as of October 1, 2025 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the City of Key West, a State of Florida Municipality ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on October 1st, 2023. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: City of Key West, FL
Customer Address: 1300 White Street, Key West, FL33040
Customer Contact Name: Matt Willman
Contact Email: mwillman@cityofkeywest-fl.gov
Contact Phone: (305)-809-3721

Initial Term

Three (3) Years

Fees

10/1/2025 - 9/30/2026

Item	Type	Cost
Stormwater Drainage System Objects	1 Year	\$15,000

10/1/2026 - 9/30/2027

Item	Type	Cost
Stormwater Drainage System Objects	1 Year	\$15,000

10/1/2027 - 9/30/2028

Item	Type	Cost
Stormwater Drainage System Objects	1 Year	\$15,000

Payment Terms

Forerunner may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services.** As part of its ongoing Software offering, Forerunner shall provide the following functionality, in addition to the features and services set forth in any prior Statement(s) of Work:
 - a. Import of Stormwater Drainage System geospatial objects on an annual cadence
 - b. Custom table and geospatial views of stormwater system data
 - c. Asset level document storage and table view
 - d. Inspection records for MS4 Inspection form (mobile compatible)
 - e. MS4 inspection report form generation
 - f. Inspection, document, and asset exports
2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training.
3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.
4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
5. **Customization and Consulting.**
 - a. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
 - b. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.

Signed:

Name: Susanna Pho

Title: Chief Operating Officer

Date:

Address: 548 Market Street #93531,
San Francisco, CA 94104

City of Key West, FL

Signed:

Name:

Title:

Date:

Address: