# CITY OF WILLIAMSPORT, PA
# RESOLUTION

**RESOLUTION #** 9790 **DATE** 6-6-24

**TITLE**

## RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE WILLIAMSPORT BUREAU OF FIRE AND MATTERPORT

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Williamsport authorizes the Williamsport Bureau of Fire to enter into a service agreement with Matterport, 352 East Java Drive, Sunnyvale, CA 94089 for a software subscription service agreement for fire investigation software/pictures and professional camera and accessories, not to exceed $3,178.53.

**HEREBY**, the appropriate City Officials are hereby authorized to execute an agreement between the Williamsport Bureau of Fire and Matterport., and any documents necessary to accept the attached agreement.

**Approved**

City Clerk

President

# Approved

Mayor, Derek Slaughter

Date

Janice M. Frank

City Clerk, Janice Frank

6-6-24

Date

Controller, Peg Woodring

Date

**USD Quote Form**

# Matterport™

| | | | |
|---|---|---|---|
| Company Address | 352 E Java Dr<br>Sunnyvale, California 94089<br>United States | Created Date<br>Expiration Date<br>Reference Number | 4/13/2024 12:01 AM<br>5/31/2024<br>Q-30873 |
| Prepared By | Matt Falconer | Contact Name | Sherman Heaster |
| Email | mfalconer@matterport.com | Phone | 5702796569 |
| Customer VAT Number | | Email | sheaster@cityofwilliamsport.org |
| Bill To Name | Williamsport Bureau of Fire | Ship To Name | Williamsport Bureau of Fire |
| Bill To | 440 Walnut Street, Williamsport, Pennsylvania<br>17701<br>United States | Ship To | 440 Walnut Street, Williamsport, Pennsylvania<br>17701<br>United States |

| Product | Sales Price | Quantity | Total Price |
|---|---|---|---|
| Pro2 + Small Hard Case + QR + Tripod | USD 3,795.00 | 1 | USD 3,795.00 |
| Professional Annual - X | USD 33.00 | 20 | USD 660.00 |
| SDRPRO2KITS | USD- 1,400.00 | 1 | USD- 1,400.00 |

| | |
|---|---|
| Total Price | USD 3,055.00 |
| Subtotal | USD 3,055.00 |
| VAT | |
| Shipping Fees | USD 123.53 |
| Grand Total | USD 3,178.53 |

Unless a valid master agreement between Customer and Matterport is currently in place and covers the sale and/or licensing of the Matterport products and services quoted above, this Proposal shall be governed by Matterport's standard terms and conditions located Platform Subscription Agreement and/or Matterport Hardware terms located Matterport Hardware Terms and Conditions of Sale effective as of the Proposal date. Any additional and/or contrary terms and conditions in a Customer purchase order, if applicable, are hereby declared of no effect.

**Matterport Bank Transfer Instructions**

Bank Name: **JPMorgan Chase New York, NY 10017**

Routing & Transit #: **021000021**

Swift Code: **CHASUS33**

For credit of: **Matterport, Inc.**

Final credit account #: **727920552**

By order of: *Name of Sender*

Email address for Remittance Advice & Accounts Receivable

Contact Name:

USD Quote Form

Matterport™

Account Receivable: ar@matterport.com

Address: **352 E Java Drive**
**Sunnyvale, CA 94089**

**Upon Completion of wire transfer, immediately send evidence of wire payment to:**

email: ar@matteport.com(with 'cc' to sales@matterport.com)
fax: 650-265-0022 Attn: A/R

Matterport™

# ORDER FORM

352 East Java Drive
Sunnyvale, California 94089

Quote Number: Q-30873
Expires On: 5/31/2024
Matterport Contact: Matt Falconer
Matterport Contact Email Address: mfalconer@matterport.com

CUSTOMER

Physical Address:

Williamsport Bureau of Fire
440 Walnut Street
Williamsport, Pennsylvania 17701

Delivery Address:

Williamsport Bureau of Fire
440 Walnut Street
Williamsport, Pennsylvania 17701

Billing Contact Name: Sherman Heaster
Billing Email Address: sheaster@cityofwilliamsport.org
Billing Contact Phone: 5702796569

TERMS AND CONDITIONS

| | |
|---|---|
| Order Effective Date: Date of last signature below | |
| Initial Subscription Period: 6/1/2024 - 5/31/2025 | Payment Method: ACH (Wire Transfer) |

| Product Name | Start Date | End Date | Unit Price | Quantity | Total Fees |
|---|---|---|---|---|---|
| Pro2 + Small Hard Case + QR + Tripod | n/a | n/a | USD 3,795.00 | 1 | USD 3,795.00 |
| Professional Annual - X | 06/01/2024 | 05/31/2025 | USD 33.00 | 20 | USD 660.00 |
| SDRPRO2KITS | n/a | n/a | USD- 1,400.00 | 1 | USD- 1,400.00 |
| | | | | **Total:** | USD 3,055.00 |

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## GENERAL TERMS

This Order is entered as of the Order Effective Date between Matterport, Inc. ("Matterport"), and Williamsport Bureau of Fire ("Customer"). This Order is governed by the terms and conditions of the Matterport Hardware Terms and Conditions of Sale, located at https://matterport.com/legal/hardware-terms-of-sale, the Terms of Use, located at https://matterport.com/terms-of-use and the Matterport Platform Subscription Agreement ("PSA"), including the SDK and API Terms("Additional Functionality Terms") and Enterprise Addendum, if purchased or applicable, located at https://matterport.com/legal/platform-subscription-agreement ("Agreements"). The terms and conditions of these Agreements are incorporated herein by reference, and all references to "Customer" in the Agreements shall be deemed references to the undersigned Customer for the purposes of this Order. Notwithstanding the foregoing, Matterport will only be bound and obligated under this Order and the Agreements, and this Order and the Agreements will only become enforceable against Matterport, in the event that Customer timely pays the outstanding invoices specified above, if any.

Matterport™

# ORDER FORM

352 East Java Drive
Sunnyvale, California 94089

Quote Number: Q-30873
Expires On: 5/31/2024
Matterport Contact: Matt Falconer
Matterport Contact Email Address: mfalconer@matterport.com

In the event of a conflict between the Agreements and this Order, this Order will prevail. For the avoidance of doubt, the parties agree that the PSA is entered into between Customer and Matterport as of the Order Effective Date set out in this Order.

Shipping & Taxes: All fees and charges are exclusive of any applicable taxes and shipping.

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ADDITIONAL TERMS

**Payment Terms:**
The Total Fees (as set forth in the table above) are payable on an annual basis as of the period start date(s) specified above. The Total Fees (as set forth in the table above) for any Hardware are payable on an upfront basis upon shipment of the Hardware. Customer shall pay any undisputed invoice thirty (30) days from the invoice date.

**Auto-Renewal:** At the end of the subscription period(s) set forth in this Order, Customer's subscription to use the Platform Subscription Services, Additional Services, Additional Functionality, and Integrated AF Services, as applicable, shall automatically renew for successive subscription period(s) of equivalent length to the subscription period(s) above at the then-current list price, unless either party provides notice of non-renewal to the other party not less than thirty (30) days prior to the end of the then-current subscription period(s).

**Large Space Exemption:**
Any large space over 200 Scan Points (whether an Active Matterport space or an Archived Matterport space) created before the first Initial Subscription Period start date are exempt from the large space policy and will only count as 1 Active Matterport space. A large space that is modified (e.g. by adding more scan points) subsequent to the Initial Subscription Period state date such that it results in the creation of a new large space will be subject to the large space policy. Subsequent renewals reference the first Initial Subscription Period start date when determining whether a large space is exempt.

**"Scan Point"** means each position from which a Camera captures an image for the purposes of rendering a Matterport Space.

**Reactivation Fees:**
Each subscription plan includes a monthly quota of free recoveries (i.e., unarchiving an Archived Matterport Space to an Active Matterport Space) and do not rollover. Incremental recoveries above the quota will be subject to a $9.99 reactivation fee per space. Customer shall follow the on-screen message to recover an Archived Matterport Space. Matterport will invoice for reactivation fees monthly in arrears. Customer acknowledges and agrees that any individual who recovers an Archived Matterport Space is authorized to make such recovery and the actions of any such individual will be binding on Customer.

| Plan | Free Recoveries Per Month |
|---|---|
| Starter | 2 |
| Pro | 5 |
| Business (up to 300 Spaces) | 10 |

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| Plan | Free Recoveries Per Month |
|---|---|
| Business (over 300 Spaces) | 20 |

**PURCHASE ORDER INFORMATION:**
Is a Purchase Order (PO) required for the payment of the products on this Order Form? (Customer to complete)

[ ] No

[ ] Yes

PO Number:

**This Order may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A scanned signature set forth herein and received via facsimile or email shall be as legally binding for all purposes as an original signature. Matterport objects to, and is not bound by, any term or condition that differs from or adds to this Order, including without limitation any terms (handwritten or pre-printed) set forth in any purchase order, confirmation document, invoice or on Customer's website, unless specifically agreed to in writing by an authorized representative of Matterport. Customer's acceptance of this Order and/or commencement of performance under the Order in any manner shall conclusively evidence Customer's acceptance of this Order.**

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| | | | |
|---|---|---|---|
| By: | MATTERPORT, INC. | By: | Williamsport Bureau of Fire |
| Name: | | Name: | |
| Title: | | Title: | |
| Date: | | Date: | |
| Signature: | | Signature: | |
| Address for notices: | 352 E. Java Dr.<br>Sunnyvale, CA 94089 | Address for notices: | 440 Walnut Street<br>Williamsport, Pennsylvania 17701 |

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Sunnyvale, California 94089

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