

Trihedral, Inc. • Millenia Lakes One • 4700 Millenia Boulevard, Suite 260 • Orlando, Florida 32839-6014 • USA
 Phone: (407) 888-8203 • Fax: (407) 888-8213
<http://www.trihedral.com>



Quotation

Quote Number Q15294
 Terms Net 30 Days
 Date 01-31-2019
 Sales Person Alan Hudson
 Valid Until 10-31-2019
 Tax Info. HST# 10538 9035

Bill To

Michelle Hatcher
 City of Franklin - TN
 109 3rd Avenue South
 Franklin, TN 37064
 USA

Ship To

Michelle Hatcher
 City of Franklin - TN
 109 3rd Avenue South
 Franklin, TN 37064
 USA

S/N 52050, 52051 - Franklin, TN - Water Distribution & Collection

#	Qty.	Product	Unit Price	Ext. Price
1	1	---VTScada 10K Dual Server Premium--- Renewal @15%	\$ 4,589.25	\$ 4,589.25
1	2	VTScada 10K - Development Runtime		
2	1	VTScada 10K - Thin Client - Unlimited		
3	2	VTScada 10K - Alarm Notification		
4	-1	Bundle Discount		

Current SupportPlus Expiry Date: January 19, 2019
 Proposed SupportPlus Expiry Date: January 19, 2020
 Bundle Value for Renewals: \$30,595.00

Group Totals

Subtotal: \$ 4,589.25
 Total: \$ 4,589.25

S/N 51905 - Franklin, TN - Laptop

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 10K - Runtime - Renewal @15%	\$ 614.25	\$ 614.25
2	1	VTScada 10K - Alarm Notification - Renewal @15%	\$ 314.25	\$ 314.25

Current SupportPlus Expiry Date: January 19, 2019
 Proposed SupportPlus Expiry Date: January 19, 2020
 License Value for Renewals: \$6,190.00

Group Totals

Subtotal: \$ 928.50
 Total: \$ 928.50

S/N 52122 - Franklin, TN, WTP

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 5K - Development Runtime - Renewal @7Months	\$ 577.06	\$ 577.06
2	1	VTScada 5K - Alarm Notification - Renewal @7Months	\$ 183.31	\$ 183.31

Current SupportPlus Expiry Date: June 13, 2019
 Proposed SupportPlus Expiry Date: January 19, 2020
 License Value for Renewals: \$8,690.00

Future annual SupportPlus is: \$1,303.5, calculated at 15% of the combined license components. This rate will never increase as long as SupportPlus is maintained yearly. It includes technical support, version upgrades, and value protection and does not include tag upgrades or the addition of new license components.

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Group Totals

Subtotal: \$ 760.37
 Total: \$ 760.37

S/N 52123 - Franklin, TN, WTP

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 5K - Runtime - Renewal @7Months	\$ 297.06	\$ 297.06
2	1	VTScada 5K - Alarm Notification - Renewal @7Months	\$ 183.31	\$ 183.31

Current SupportPlus Expiry Date: June 13, 2019
 Proposed SupportPlus Expiry Date: January 19, 2020
 License Value for Renewals: \$5,490.00

Future annual SupportPlus is: \$823.50, calculated at 15% of the combined license components.
 This rate will never increase as long as SupportPlus is maintained yearly. It includes technical support, version upgrades, and value protection and does not include tag upgrades or the addition of new license components.

Group Totals

Subtotal: \$ 480.37
 Total: \$ 480.37

Optional 24/7 Emergency Support

#	Qty.	Product	Unit Price	Ext. Price
1	1	24/7 Emergency Support	\$ 2,548.25	\$ 2,548.25

With the addition of 24/7 Emergency Support to your existing SupportPlus Service, help is always available. This service is intended for emergency issues directly associated with VTScada software. It does not cover application specific issues, over the phone training or advanced system design. It cannot replace training or the services of engineers, consultants or integrators.

Emergency Support can only be added to a valid SupportPlus contract and cannot be purchased as a standalone service. The cost of the service is 5% of the calculated software value with a minimum of \$1,300.00 per year.

24/7 support is limited to those licenses on which support has been purchased. Licenses comprised of distributed sub-systems affect system loads in a variety of ways and as such require support to be purchased on all connected components.

Group Totals

Subtotal: \$ 2,548.25
 Total: \$ 2,548.25

Quotation Totals

Currency: US Dollar
 Subtotal: \$ 9,306.74
 Total: \$ 9,306.74

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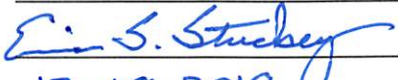
Terms and Conditions:

Terms and Conditions: VTScada is licensed exclusively in accordance with the VTScada Software License Agreement (Standard Conditions), VSLASC v6.1 - 2017-11-14, and the VTScada Software Standard Support Services Agreement (Standard Conditions), VSSSSASC v 1.2 Jan-18-16, available at <https://www.trihedral.com/license-agreement>.

VTScada support and upgrade pricing are in accordance with the previously accepted license agreement terms and any differing purchase order terms proposed will not be accepted without written agreement by Trihedral.

A SupportPlus renewal quote contains grandfathered pricing that is contingent upon the receipt of a purchase order before the quote expiry date (as agreed to under the VTScada license terms of the original license). Purchase orders received with an alteration of previously accepted terms, or after the quote expiry date, will require a re-quote of the renewal price at current pricing.

Quotation Accepted By

Quote Number	Q15294
Print Name	<u>Eric S. Stuckey</u>
Title	<u>City Administrator</u>
Signature	<u></u>
Date	<u>12-18-2019</u>

Approved as to form:



Maricruz R. Fincher, Staff Attorney

VTScada Software License Agreement (Standard Conditions)

1. In consideration of the development and availability for use of the VTScada Software, including any updates or amendments of the Software and, where applicable, the VTScadaLIGHT and VTS software of Trihedral Engineering Limited (the Software), the Customer and any third party using, or relying upon the operation of the Software pursuant to this Agreement, agree to the following terms and conditions.
2. The Software is licensed by Trihedral Engineering Limited (Trihedral) to the Licensee (the Customer) named in any associated sales order, or who has downloaded the Software, for possession and use solely in accordance with this VTScada Software License Agreement (Standard Conditions) (this Agreement). The Software is not sold by Trihedral to the Customer.
3. Upon acceptance of this Agreement by the Customer, Trihedral grants to the Customer a perpetual, non-exclusive, worldwide license to use the Software in accordance with the provisions of this Agreement and the associated sales order, if any. Where the computer hardware system upon which the Software is installed is configured so as to function as virtual computers or virtual servers, except to the extent expressly authorized by any associated sales order, the license granted hereunder does not include the right to install or run simultaneously the Software on more than one virtual computer or virtual server. The term "virtual computer" includes one or more computers and includes partitioned computer segments, any of which are configured to run the Software concurrently with an operating computer system as a hot backup for failover application.
4. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer agrees that the possession and use of the Software is restricted to the operating condition that the maximum number of tags which are concurrently communicable with the Software will not exceed fifty during any period of operation of the Software.
5. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer agrees that the possession and use of the Software is restricted to the operating condition that the maximum cumulative number licenses of Software so licensed will not exceed 10, without the written consent of Trihedral.
6. The Customer, agrees that the possession and use of the Software is restricted to the extent

that such possession or use is in accordance with the specifications of the associated sales order issued by Trihedral, if any, as to scope of use, maximum number of concurrently installed or operating copies of the Software, tag limit, maximum number of communicating channels or remote telemetry devices, features of the Software authorized for activation by the Customer and any other limitations concerning the Software.

7. The Customer and all other persons using or relying upon this Software pursuant to this Agreement agree that the Customer and such other person will not copy, decompile, list or render otherwise than in machine readable form only the Software, provided that the Customer or such other person may make such copies as are reasonably necessary as backup copies for use only on installation on hardware systems as may be expressly authorized by any associated sales order. The Customer and such other party further agree not to permit or acquiesce in conduct on the part of third parties contrary to the provisions of this clause.
8. In the event that the Software, as delivered to the Customer by Trihedral should prove defective by reason of materials or the copying process within a period of one year from the effective date of this Agreement, Trihedral will replace the Software upon return of any physical medium upon which defective Software was delivered, and in all cases, the destruction of all electronically recorded copies of defective Software in the possession, or under the control of, the Customer. Replacement of the defective Software under such circumstances shall be the sole liability of Trihedral. In no event shall replacement be made if a defect in, or non-operability of, the Software is, in the opinion of Trihedral, the result of an attempt to copy, decompile or list in other than machine readable form the Software.
9. The Customer and all other persons using or relying upon the Software pursuant to this Agreement agree that the Customer and such other person will perform such checks and verifications of the operation of the Software as may be reasonably necessary to ensure its proper functioning and that the Customer will exercise due diligence in the operation of the Software and the review of the results of the use of the Software, including the provision of such backup and fail-safe systems as may be required, to avoid loss, injury or damage to the Customer and any third party.
10. Unless otherwise agreed to in writing by Trihedral, and then only to the extent thereby provided, the Customer will ensure that the Software and all copies of the Software, including backup copies of the Software and copies of the Software delivered to sublicensees, where permitted, are labeled on medium and transmittal communication by, and display on screen at startup and during use of the Software, the complete copyright notice of Trihedral and the trademarks of Trihedral as prescribed by Trihedral at the time of delivery of the Software to the Customer, and as may be reasonably revised by Trihedral thereafter.

11. The Customer will forthwith give notice in writing to Trihedral of any claim by a third party arising alleged infringement of intellectual property right with respect to the Software or the use of the Software, and will co-operate with Trihedral in the investigation and defence of such claim.
12. Trihedral warrants that the Software does not infringe the copyright or trade secret rights of a third party. Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established, provided that the Customer has performed completely its covenants in accordance with clause 12 and clause 13 of this Agreement.
13. Trihedral warrants that, to the best of information and belief, the Software does not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights in the Software, and with the sole exception of such warranty.
14. In the event that the Software is, or in the opinion of Trihedral is likely to become, subject to a claim or action with respect to an alleged infringement of intellectual property rights of a third party, Trihedral may, at its option:
 - (a) at the expense of Trihedral, procure the right for the Customer to continue use of the Software in accordance with this Agreement;
 - (b) at the expense of Trihedral, replace or modify the Software so that its use by the Customer in accordance with this Agreement will be non-infringing, provided that substantially the same function is performed by the replacement or modified Software; or,
 - (c) at the expense of Trihedral, contest such claim or action to such extent as Trihedral may in its absolute discretion consider reasonable and appropriate under the circumstances.
15. With respect to any license of the Software by Trihedral hereunder which is exclusive to the Customer, the Customer shall have the right in its sole discretion to bring and prosecute and to answer and defend any claim, action or suit arising from or relating to the Software in the exclusive territory of the Customer, solely in the name of the Customer, upon provision of written notice to Trihedral. In the event that a final judgment is awarded to the Customer as a result of any claim, action or suit prosecuted by the Customer, the Customer shall retain the entire judgment and such participation by the Customer will be at the sole cost and risk of the Customer. If such Customer elects not to bring and prosecute a claim related to the Software forthwith upon written notice from Trihedral to do so, then Trihedral at its sole expense and gain may undertake such legal proceedings as may in its absolute discretion be considered advantageous.

16. To enable certain features of the Software, such as VTScada Slippy Maps, the Customer may choose to download third party data, images and software which are subject to license conditions or agreements governing use by the Customer. Compliance with such licensing and use agreements is strictly the responsibility of the Customer.
17. This Agreement shall be effective from the time of first installation of the Software by the Customer upon any hardware system. This Agreement may be terminated by the Customer at any time by so notifying Trihedral in writing and destroying the Software and all copies of the Software in the possession of the Customer or under the control of the Customer, in every form whatsoever. The license of the Customer to use the Software and any copies thereof terminates forthwith and without notice if there is a failure to comply with any term or condition of this Agreement. Such license may also be summarily terminated by Trihedral upon written notice to the Customer in the event of default of payment of compensation due to Trihedral for the licensing or sublicensing of the Software pursuant to an associated sales order, if any. Upon termination, the Customer and all other persons using or relying upon the Software pursuant to this Agreement shall immediately destroy the Software and all copies thereof.
18. Where the Customer obtains from Trihedral a license to an upgraded version of the Software which is intended to replace the Software licensed hereunder, this license will terminate upon installation and commissioning of such upgrade software, which will be subject to the terms and conditions of the end user license agreement then in effect, as may be designated by Trihedral, from time to time.
19. Where the Software has been downloaded by the Customer without monetary consideration to Trihedral, the Customer, this Agreement and the Software may be assigned exclusively or sublicensed exclusively to a third party. This Agreement and the Software may not be otherwise assigned, sublicensed or transferred to another party without the consent in writing of Trihedral.
20. Where the Software is installed on a computer or other device which is accessible by Internet connection, the Customer consents to Trihedral using features of the Software to obtain data concerning usage of the Software by the Customer solely for the purpose of analyzing and improving upon the quality and performance of the Software, and the Customer consents to the modification by Trihedral from time to time by such Internet connection of modules of the Software used to obtain such data. Trihedral will not disclose such data to a third party in any manner which may tend to identify the source or permit the data to be associated with any discrete source.
21. This Agreement shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.

Trihedral Engineering Limited

VSLASC v6.1 2017-11-14

22. The Customer consents to permit Trihedral at its discretion and expense to undertake from time to time audit of the use of the Software by the Customer or under or through the Customer, to confirm compliance with the terms and conditions of this Agreement, and without cost to Trihedral to co-operate to facilitate such audit. In the event that it is determined by such audit that the Customer is not, or has not been, in compliance with this Agreement, then Trihedral may, in addition to any other remedies to which Trihedral is entitled, terminate the licence to possess and use the Software granted by this Agreement.

23. Where the Software has been acquired by the Customer without monetary payment to Trihedral, the Customer acknowledges that the provision by Trihedral of any support service with respect to the possession, installation or use of the Software will be at the absolute discretion of Trihedral. In all other cases, the obligation of Trihedral to provide support service with respect to the possession, installation or use of the Software will be in accordance with the provisions of any associated sales order or collateral support services agreement between the Customer and Trihedral.

24. In the event that any provision of this Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.

25. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Tennessee and the Customer attorns to the exclusive jurisdiction of Williamson County, Tennessee, with respect to the adjudication of any issue concerning this Agreement.

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