

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ORDINANCE # 2012-0528
CONTRACT # 4600011540

**AGREEMENT FOR COMPUTER SOFTWARE LICENSES, MAINTENANCE
AND TECHNICAL SUPPORT SERVICES**

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR COMPUTER SOFTWARE LICENSES, TRAINING AND TECHNICAL SUPPORT SERVICES ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home rule city, and **GE INTELLIGENT PLATFORMS, INC.** ("Contractor"), a Delaware corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of Public Works and Engineering Department
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

GE Intelligent Platforms, Inc.
2500 Austin Drive
Charlottesville, VA 22911

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

TABLE OF CONTENTS

Page No.

I. PARTIES.....	1
1.0 ADDRESS:.....	1
2.0 TABLE OF CONTENTS:.....	2
3.0 PARTS INCORPORATED:.....	4
4.0 CONTROLLING PARTS:.....	4
5.0 DEFINITIONS:.....	4
6.0 SIGNATURES:.....	5
II. DUTIES OF CONTRACTOR	6
1.0 SCOPE OF SERVICES:.....	6
2.0 INDEMNITY AND RELEASE:.....	6
3.0 INDEMNIFICATION PROCEDURES:.....	7
4.0 INSURANCE:	7
5.0 WARRANTIES:	10
6.0 CONFIDENTIALITY – PROTECTION OF CITY'S INTEREST:	10
7.0 LICENSES AND PERMITS:	10
8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:	10
9.0 MWBE COMPLIANCE:.....	10
10.0 DRUG ABUSE DETECTION AND DETERRENCE:.....	10
11.0 ENVIRONMENTAL LAWS:.....	11
12.0 CONTRACTOR'S PERFORMANCE	11
13.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:	12
14.0 CONTRACTOR PAY OR PLAY PROGRAM:.....	12
III. DUTIES OF CITY	12
1.0 PAYMENT TERMS:.....	12
2.0 TAXES:	13
3.0 METHOD OF PAYMENT:.....	13
4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:	13
5.0 LIMIT OF APPROPRIATION:.....	13
6.0 CHANGES:	14
7.0 ACCEPTANCE:.....	14
IV. TERM AND TERMINATION	16
1.0 CONTRACT TERM:	16
2.0 NOTICE TO PROCEED:	16
3.0 RENEWALS:.....	16
4.0 TIME EXTENSIONS:.....	16
5.0 TERMINATION FOR CONVENIENCE BY THE CITY:.....	17
6.0 TERMINATION FOR CAUSE BY CITY:	17
7.0 TERMINATION FOR CAUSE BY CONTRACTOR:.....	18
V. MISCELLANEOUS.....	18
1.0 INDEPENDENT CONTRACTOR:.....	18
2.0 FORCE MAJEURE:.....	18
3.0 SEVERABILITY:.....	18
4.0 ENTIRE AGREEMENT:.....	19

5.0	WRITTEN AMENDMENT:	19
6.0	APPLICABLE LAWS:	19
7.0	NOTICES:	19
8.0	NON-WAIVER:	19
9.0	INSPECTIONS AND AUDITS:	19
10.0	ENFORCEMENT:	19
11.0	AMBIGUITIES:	20
12.0	SURVIVAL:	20
13.0	PARTIES IN INTEREST:	20
14.0	SUCCESSORS AND ASSIGNS:	20
15.0	BUSINESS STRUCTURE AND ASSIGNMENTS:	20
16.0	REMEDIES CUMULATIVE:	20
17.0	CONTRACTOR DEBT:	20

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- B-1 CURRENT WATER LICENSES AND GC
- B-2 WASTEWATER LICENSES AND GC
- B-3 LIST OF iFIX PROFICY CHANGE MANAGEMENT SOFTWARE LICENSES
- B-4 LIST OF iFIX PROFICY HMI-SCADA SOFTWARE LICENSES REV A 3-20-12
- B-5 LIST OF iFIX PROFICY DRIVERS SOFTWARE LICENSES
- B-6 LIST OF iFIX PROFICY HISTORIAN SOFTWARE LICENSES
- B-7 LIST OF iFIX PROFICY REAL TIME INFORMATION PORTAL SOFTWARE LICENSES
- B-8 OPEN ENROLLMENT DISCOUNT
- B-9 OPEN ENROLLMENT
- B-10 CANCELLATION POLICY
- B-11 ONSITE COURSES
- B-12 SOFTWARE LICENSE AGREEMENT
- B-13 CONTRACTOR'S PROFICY GLOBALCARE COMPLETE SUPPORT PLAN DESCRIPTION
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. N/A
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. N/A
- I. CONTRACTOR PAY OR PLAY

3.0 PARTS INCORPORATED:

3.1 The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS:

4.1 If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

5.0 DEFINITIONS:

5.1 Certain terms used in this Agreement are defined in Exhibit "A".

6.0 SIGNATURES:

6.1 The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

GE INTELLIGENT PLATFORMS, INC.

WITNESS (if not a corporation):

By: Kathi Paul
Name: Kathi Paul
Title: COUNSEL

By: [Signature]
Name: JAMES WALSH
Title: GENERAL MANAGER - SOFTWARE & SERVICES
Federal Tax ID Number: 54-1393332

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

[Signature]
City Secretary

Signed by:
[Signature]
Mayor Matthew S. Apple

APPROVED:

COUNTERSIGNED BY:

[Signature]
City Purchasing Agent

[Signature]
City Controller Q.B.M.

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

[Signature]
Assistant City Attorney
L.D. File No.: 0801200043001

6-15-12

II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES

- 1.1 In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B".

2.0 INDEMNITY AND RELEASE

2.1 RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

2.2 INDEMNIFICATION

- 2.2.1 CONTRACTOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY, CLAIMS, OR SUITS (INCLUDING RELATED EXPENSES, COSTS, AND ATTORNEYS' FEES) FOR BODILY INJURY TO PERSONS OR PHYSICAL DAMAGE TO PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR OR ITS AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES IN CONNECTION WITH ITS PERFORMANCE PURSUANT TO THIS AGREEMENT. IN THE EVENT SUCH DAMAGE OR INJURY IS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE OF CONTRACTOR AND CITY, THE LOSS SHALL BE BORNE BY EACH PARTY IN PROPORTION TO ITS NEGLIGENCE.
- 2.2.2 CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A US PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A US TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN

THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE USE OF THE LICENSED SOFTWARE, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

2.3 SUBCONTRACTOR'S INDEMNIFICATION

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the ten (10) day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.3 Defense of Claims

3.3.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

4.0 INSURANCE:

4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an

additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property Casualty United States. Contractor shall maintain the following insurance coverages in the following amounts:

- 4.1.1 Commercial General Liability insurance including Contractual Liability:
\$500,000 per occurrence; \$1,000,000 aggregate (defense costs excluded from face of the policy)
- 4.1.2 Workers' Compensation including Broad Form All States endorsement OR Accident Coverage:
Statutory amount
Employer's Liability cannot be used as a substitute for Worker's Compensation
- 4.1.3 Automobile Liability insurance (see note below)
\$1,000,000 combined single limit per occurrence
- 4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)

Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.

- 4.2 Automobile liability insurance for autos, wreckers, or other motor vehicles furnished or used in the course of performance of this Agreement including Owned, Non-owned and Hired Auto coverage (any Auto coverage may substituted for Owned, Non-owned, and Hired Auto coverage). If no motor vehicles are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos, EACH AUTO USED IN PERFORMANCE OF THIS AGREEMENT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 4.3 All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give 30 days' written notice to the City before its policies may be cancelled, materially changed, or not renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate the contract at once.
- 4.4 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance that is satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under this Agreement, the Contractor shall endorse the Subcontractor as an additional insured on his policies excluding Workers' Compensation and Employer's Liability.
- 4.5 **Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.**
- 4.6 Form of Policies: The Director may approve the form of the insurance policies, but nothing

the director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.

- 4.7 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, .Property-Casualty United States
- 4.8 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 4.9 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 4.10 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular location subject to this Agreement.
- 4.11 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- 4.12 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 4.13 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 4.14 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 4.15 Proof of Insurance:
 - A. On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance and applicable endorsements, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
 - B. Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may:

- i. Immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
 - ii. Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- C. The City shall never waive or be estopped to assert its right to terminate this Agreement because its acts or omissions regarding its review of insurance documents.
- 4.16 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

5.0 WARRANTIES:

- 5.1 Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.
- 5.2 Software Warranty. Contractor warrants that the Licensed Software programs it provides under the terms of this Agreement will be free of any defects in workmanship or materials for the period starting on the date of Acceptance and ending 90 days thereafter.

6.0 CONFIDENTIALITY – PROTECTION OF CITY'S INTEREST

- 6.1 Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

7.0 LICENSES AND PERMITS:

- 7.1 Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

8.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

- 8.1 Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

9.0 MWBE COMPLIANCE:

- 9.1 Not applicable.

10.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 10.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this

Agreement and is on file in the City Secretary's Office.

- 10.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - 10.2.1 a copy of its drug-free workplace policy,
 - 10.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
 - 10.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 10.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 10.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 10.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

11.0 ENVIRONMENTAL LAWS:

- 11.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 11.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

12.0 CONTRACTOR'S PERFORMANCE:

- 12.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor

to take all remedial steps to conform to these standards.

13.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

- 13.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.
- 13.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.
- 13.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

14.0 CONTRACTOR PAY OR PLAY PROGRAM:

- 14.1 The requirement and terms of the City of Houston Pay or Play Policy, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor's Certification of Agreement to Comply with the Pay or Play Program is set out in Exhibit "I".
- 14.2 The Pay or Play Program for various departments will be administered by the City of Houston Affirmative Action Division's designee and for a Department specific contract; the Department's designated contract administrator will administer the Pay or Play Program.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

- 1.1 Upon the expiration of Contractor's free support during the 90-day warranty period following Acceptance and subject to the allocation of funds as set out below, City shall pay and Contractor shall accept the applicable maintenance fee listed in Exhibit "B-13" for unlimited technical support and upgrades for the Licensed Software being licensed under this Agreement. City and Contractor agree that City is making the advance payment to lock in the rate listed in Exhibit "B-13" for the applicable maintenance period and that City has the option of selecting one of three maintenance periods: one year, three years or five years. The City may audit all payments made to Contractor at a later date. Contractor shall refund any overpayments uncovered in the audit. If this Agreement is terminated before the end of a period for which payment has been made in advance, Contractor shall refund a percentage of the City's advance payment equal to the percentage of the prepaid period remaining after termination. This refund must be made within 30 days of termination of this Agreement.
- 1.2 Upon Acceptance of the Licensed Software and subject to the allocation of funds as set out below, City shall pay and Contractor shall accept the unit price for each training course listed in Exhibits "B-9 and B-11" for the actual number of courses provided by Contractor as directed by the Director to the number of City end-users selected by the Director to undergo such training.
- 1.3 **Addition of Licensed Software Licenses, Maintenance and Training Services.**
During the term of this Agreement, the Director has the option to request Contractor in writing

for additional licenses for any of the Licensed Software programs listed in Exhibits "B-3" through "B-7", additional maintenance and technical support for the additional Licensed Software licenses and training services listed in Exhibits "B-9 and B-11". In the event the Director requests Contractor in writing for additional licenses or maintenance or training, Contractor shall provide additional licenses or maintenance or training requested by Director at the unit prices listed in Exhibits "B-1 through B-7" or "B-9 and B-11" less 20% except that the discount on additional licenses for Historian Enterprise Server 100000 Points shall be 35% of the price listed in Exhibit "B-6." Contractor's unit prices for licenses, maintenance and training services listed in Exhibits "B-3" through "B-7" and "B-9 and B-11" are valid for five years from the Countersignature Date. For purposes of this section, the "Effective Date" means the date on which Contractor receives written notification of additions. As of the Effective Date, such additional licenses, maintenance or training shall be subject to this Agreement as if it had been a part, but fees for such additional licenses, maintenance or training shall start to accrue only as of the Effective Date. During the term of this Agreement, the total charges for additions to this Agreement must never exceed 25% of the original contract amount unless:

- the additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or
- the City acquires the additions from Contractor through a competitive bid or competitive proposal.

2.0 TAXES:

- 2.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

3.0 METHOD OF PAYMENT:

- 3.1 The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

- 4.1 If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

- 5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- 5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$15,000.00** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental

funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

- 5.3 The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ _____

- 5.4 The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

6.0 CHANGES:

- 6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
 - 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

7.0 ACCEPTANCE:

- 7.1 Five business days from the Countersignature Date, Contractor shall deliver to the Director the Licensed Software programs. City's IT staff shall install the Licensed Software programs with Contractor providing technical support to City's IT staff via its designated telephone lines. Beginning promptly after completion of installation, the City shall operate the Licensed Software programs for 30 business days (the "Trial Period") with Contractor providing support services via its designated telephone lines.
- 7.2 If during the 30 business day Trial Period, the tests the City conducts indicate that the Licensed Software programs are not performing in accordance with Contractor's documentation or the requirements of this Agreement, Contractor will have 30 business days to correct the problem(s), at which time the City will have an additional 15 business days to retest the corrections.
- 7.3 The City shall notify Contractor of any non-conformity between the operation of the Licensed Software programs and Contractor's Documentation and provide documentation of the non-conformity to Contractor as soon as practicable after discovery.
- 7.4 The City shall accept the Licensed Software programs when:

- 7.4.1 the Licensed Software programs and related Documentation have been completely delivered and installed by City with help from Contractor's technical staff accessed by City IT staff via designated telephone lines, and
- 7.4.2 the Licensed Software programs have, by the end of the 30 business day Trial Period successfully operated in accordance with Contractor's Documentation and the requirements of this Agreement. The City shall reject the Licensed Software programs or any individual Licensed Software programs if at the end of the 30 business day Trial Period (plus any time the City provides to Contractor to correct defects), the Licensed Software programs or any individual Licensed Software programs have not performed in accordance with Contractor's Documentation and Contractor is unable to correct the deficiency.
- 7.5 If the City rejects the Licensed Software programs or any individual Licensed Software programs, the rejected Licensed Software program (s) shall be returned to Contractor at no cost to City and City shall not pay for the use of the rejected Licensed Software program(s) or any other applicable goods or services under this Agreement. Contractor shall return to City all sums paid to it under this Agreement within 30 days of rejection of the Licensed Software program(s). The City reserves all other available rights at law or in equity.
- 7.6 However, notwithstanding anything to the contrary in this Agreement or at law, Contractor's warranty and obligation to repair or replace hereunder is limited to defects in its software. Such warranty ends 90 days after Acceptance as set forth in this Agreement.

IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

- 1.1 This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

- 2.1 Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS:

- 3.1 Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

- 4.1 If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

- 5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
- 5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.
- 5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:
 - 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

- 1.1 Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE:

- 2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 2.2 This relief is not applicable unless the affected party does the following:
 - 2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
 - 2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
- 2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

3.0 SEVERABILITY:

- 3.1 If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

4.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT:

5.1 Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.0 APPLICABLE LAWS:

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES:

7.1 All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS:

9.1 City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

10.1 The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES:

11.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

12.0 SURVIVAL:

12.1 Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST:

13.1 This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS:

14.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE:

16.1 Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

17.1 If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has

incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

EXHIBIT "A" DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Acceptance" means the process set out in Section IV, F of this Agreement to test the software being licensed under this Agreement by installing and using the programs on the City's Wastewater Operations and Drinking water production system control room computers and servers.

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.
"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Director" means the Director of the Department of Public Works and Engineering, or the person he or she designates.

"Licensed Software" means all Human Machine Interface (HMI) software products listed in Exhibits "B-1" through "B-7" of this Agreement, being licensed by City from Contractor under this Agreement to monitor and control the City's Wastewater Operation and Drinking Water Operations System's Supervisory Control and Data Acquisition (SCADA) system and referred to as Licensed Software in Contractor's Software License Agreement attached to this Agreement as Exhibit "B-12". Licensed Software includes: (i) Change Management Software that would allow City operators to track changes they make to the applications; (ii) iFix Plus SCADA Pak Unlimited Runtime software that monitors plant equipment; (iii) iFix Drivers that store plant monitoring data on servers; (iv) iClient TS User Base Support and iClient TS Additional Users software to allow end-users to view stored data; (v) Proficy Portal Enterprise Edition Client Pak 25 Users web-based package to provides secure web-access; (vi) iFix Acknowledge Failover to transfer data and act as back-up server during a failure of main server; (vii) iFix Plus SCADA Pak Unlimited Developer to develop graphics; and (viii) Historian Enterprise Server 100,000 Points to store historical data.

"Notice to Proceed" means a written communication from the Director to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

EXHIBIT "B"
SCOPE OF SERVICES

In consideration of the payments specified in this Agreement, Contractor shall provide the following software services:

- a) grant the City non-exclusive, non-transferable perpetual licenses to use Contractor's Licensed Software listed in Exhibits "B-3" through "B-7";
- b) provide technical support and free upgrades for the Licensed Software listed above under Proficy GlobalCare Complete Support Plan detailed in Exhibits "B-1" and "B-2" during the five year term of the Agreement which shall include:
 - (i) telephone support at 1-800-433-2682 (any change in phone number shall be made with 30 days' written notice to Director) from trained technicians 8:00 A.M. to 8:00 P.M., Eastern Standard Time, Monday through Friday (excluding Contractor's holidays);
 - (ii) unlimited emergency telephone support 24 hours a day, 7 days a week at 1-800 -433-2682 (any change in phone number shall be made with 30days' written notice to Director); and
 - (iii) unlimited access to Contractor's Online Knowledge Center at www.gefanuc.com, 24 hours a day, 7 days a week;and
- c) provide training courses selected by the Director from the list in Exhibit "B-9" to end-users designated by the Director to undergo such training.

Notwithstanding anything to the contrary in this Agreement or at law, Contractor's warranty and obligation to repair or replace hereunder is limited to defects in its software (meaning, for the avoidance of doubt, inability of the software to perform in accordance with the specifications provided by Contractor and does not extend to the City's system of which the software may be a part. Such warranty ends 90 days after Acceptance as set forth in this Agreement.

**EXHIBIT B-1
CURRENT WATER LICENSES AND GC**

iFIX iClient Runtime (M4 Part)	\$ 0.00	1	0.00
GlobalCare Complete	\$ 386.07	1	397.65
iFIX iClient Read Only 1 PK Keyed (M4 Part)	\$ 0.00	1	0.00
GlobalCare Complete	\$ 219.81	1	226.40
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
iFIX iClient Runtime (M1 Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.65
iFIX Plus SCADA 300 I/O Development (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 937.72	1	965.85
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.70
iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
iFIX Plus SCADA Pak Unlimited Developer Ver 4.0	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,526.09	1	1571.87
iFIX iClient Read Only 1 PK Keyed (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 219.81	1	226.40
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
iFIX Plus SCADA 900 I/O Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,378.87	1	1420.24
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.65
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65

EXHIBIT B-1 (CONTINUED)
CURRENT WATER LICENSES AND GC

iFIX iClient Read Only 1 PK Keyed (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 219.81	1	226.40
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
Historian Enterprise Corporate Server 100,000 Points (M4 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 5,506.20	1	37,425.33
Historian Enterprise Corporate Client Connection Pack 25 Users (M4 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,470.00	1	\$5,431.23
Security Key - M4 USB	\$ 0.00	1	\$0.00
iFIX Plus SCADA 75 I/O Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 643.45	1	662.75
iFIX Optn: WorkSpace OPC Client (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 220.66	1	227.28
iFIX iClient Read Only 1 PK Keyed (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 219.81	1	226.40
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.70
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX Plus SCADA Unlimited Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
iFIX iClient Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 643.45	1	662.75

EXHIBIT B-1 (CONTINUED)
CURRENT WATER LICENSES AND GC

iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 385.01	1	397.83
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.70
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.70
OPC:OPC Client Driver	\$ 0.00	1	\$0.00
iFIX iClient Runtime (M1 Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
OPC:OPC Client Driver	\$ 0.00	1	\$0.00
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,521.74	1	1571.70
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX WebSpace Server including iClient Dev and 2 Web Users(M4 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 850.00	1	875.50
iFIX WebSpace 5 Additional Users (M4 key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,020.00	1	1050.60
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Read Only 1 PK Keyed Ver 3.5	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 263.84	1	271.76
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Read Only 1 PK Keyed (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 219.81	1	271.76

EXHIBIT B-1 (CONTINUED)
CURRENT WATER LICENSES AND GC

iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.70
iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	596.34
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Runtime Ver 3.5	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 463.42	1	477.32
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.70
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.70
iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,521.74	1	1571.70
OPC:OPC Client Driver	\$ 0.00	1	\$0.00
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 385.01	1	397.83

EXHIBIT B-1 (CONTINUED)
CURRENT WATER LICENSES AND GC

iFIX iClient Runtime (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Read Only 1 PK Keyed (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 219.81	1	226.40
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	0.00
GlobalCare Complete	\$ 386.07	1	397.83
iFIX iClient Read Only 1 PK Keyed (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 219.81	1	226.40
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83

Annual GlobalCare Renewal List - Water Licenses \$85,054.61

**EXHIBIT B-2
CURRENT WASTEWATER LICENSES AND GC**

Proficy Change Management Server - 10 Concurrent Users	\$ 0.00	1	\$0.00
Proficy Change management Scheduler	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 700.00	1	\$700.00
GlobalCare Complete	\$ 5,850.00	1	\$5,850.00
Serial #: 100238621			
 iFIX Plus SCADA Unlimited Runtime (M1Component Part)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200032248			
 iFIX WebSpace Server including iClient Dev and 2 Web Users(M4 Key)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 850.00	1	875.5
iFIX WebSpace 5 Additional Users (M4 key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,020.00	1	1050.6
Proficy Portal Enterprise Edition Client Pack 25 Users (M4 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 8,250.00	1	\$8,250.00
Serial #: 100338590			
 iFIX iClient Runtime (M1Component Part)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 386.24	1	397.83
Serial #: 100238633			
 iFIX Plus SCADA Unlimited Runtime (M1Component Part)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238632			
 iFIX Plus SCADA Unlimited Runtime (M1Component Part)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238704			
 iFIX Plus SCADA Unlimited Runtime (M1Component Part)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100338591			
 iFIX iClient Runtime (M1Component Part)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 386.24	1	397.83
Serial #: 100238623			
 iFIX Plus SCADA Unlimited Runtime (M1Component Part)	 \$ 0.00	 1	 \$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238691			

EXHIBIT B-2 (CONTINUED)
CURRENT WASTEWATER LICENSES AND GC

iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238723			
iFIX Plus SCADA Unlimited Development (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,526.09	1	1571.87
Serial #: 200093521			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200005439			
iFIX Plus SCADA Unlimited Runtime (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
Serial #: 100338594			
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.65
Serial #: 100238686			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100238629			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238693			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238690			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200099029			

EXHIBIT B-2 (CONTINUED)
CURRENT WASTEWATER LICENSES AND GC

	\$ 0.00	1	\$0.00
iFIX Plus SCADA Unlimited Runtime (M4 Part)			
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238622			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200032249			
iFIX WebSpace Server including iClient Dev and 2 Web Users(M4 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 425.00	1	437.75
iFIX WebSpace 5 Additional Users (M4 key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 510.00	1	525.3
Proficy Portal Enterprise Edition Client Pack 25 Users (M4 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 4,125.00	1	\$4,125.00
Serial #: 100338581			
Historian v3.1 Enterprise Server 100000 Points (M1 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$	1	\$14,471.10
	14,471.10		
Serial #: 100238702			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200099025			
iFIX Plus SCADA Unlimited Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238687			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100238624			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200099027			

**EXHIBIT B-2 (CONTINUED)
CURRENT WASTEWATER LICENSES AND GC**

iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
Serial #: 100238689			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238728			
Historian v3.1 Enterprise Server 100000 Points (M1 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$	1	\$28,942.20
	28,942.20		
Serial #: 100238626			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100342114			
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.7
iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100238727			
Historian v3.1 Enterprise Server 100000 Points (M1 Key)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$	1	28,942.20
	28,942.20		
Serial #: 100338583			
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
Serial #: 100238701			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200005440			
iFIX Plus SCADA Unlimited Runtime (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100238696			

EXHIBIT B-2 (CONTINUED)
CURRENT WASTEWATER LICENSES AND GC

iFIX Plus SCADA Unlimited Runtime (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 1,103.13	1	1136.22
GlobalCare Complete	\$ 0.00	1	\$0.00
Serial #: 100238656	\$ 578.00	1	595.34
iFIX Plus SCADA Unlimited Runtime (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 1,103.13	1	1136.22
GlobalCare Complete	\$ 0.00	1	\$0.00
Serial #: 100238630	\$ 578.00	1	595.34
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
Serial #: 100238639	\$ 1,103.13	1	1136.22
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
Serial #: 100238648	\$ 1,103.13	1	1136.22
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
Serial #: 100238684	\$ 1,103.13	1	1136.22
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 1,103.13	1	1136.22
GlobalCare Complete	\$ 0.00	1	\$0.00
Serial #: 100338589	\$ 578.00	1	595.34
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
Serial #: 100338586	\$ 386.24	1	397.83
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
Serial #: 100238703	\$ 386.24	1	397.83
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete			
Serial #: 100238637	\$ 1,103.13	1	1136.22

EXHIBIT B-2 (CONTINUED)
CURRENT WASTEWATER LICENSES AND GC

iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238694			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100338585			
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
Serial #: 200099028			
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.83
Serial #: 100238643			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100338592			
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.83
Serial #: 100238645			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238720			
iFIX Plus SCADA Unlimited Development (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,526.09	1	1571.87
Serial #: 100238692			
iFIX Plus SCADA Unlimited Runtime (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100342115			
iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,525.92	1	1571.7
iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 200099031			

EXHIBIT B-2 (CONTINUED)
CURRENT WASTEWATER LICENSES AND GC

iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
Serial #: 100338593			
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.65
Serial #: 100238651			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238659			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200099030			
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
Serial #: 100238688			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100238700			
iFIX Plus SCADA Unlimited Runtime (M1 Kit Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100238722			
iFIX Plus SCADA Unlimited Development (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,526.09	1	1571.87
Serial #: 100238631			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 100238683			

EXHIBIT B-2 (CONTINUED)
CURRENT WASTEWATER LICENSES AND GC

iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
iFIX Optn: SCADA Synchronization (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 578.00	1	595.34
Serial #: 100238705			
iFIX Plus SCADA Unlimited Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 1,103.13	1	1136.22
Serial #: 200099026			
iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.07	1	397.65
Serial #: 100338595			
iFIX iClient Runtime (M1Component Part)	\$ 0.00	1	\$0.00
GlobalCare Complete	\$ 386.24	1	397.65
Annual GlobalCare Renewal List - Wastewater Licenses			<u>\$162,716.94</u>

EXHIBIT B-3
LIST OF IFIX PROFICY CHANGE MANAGEMENT SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description
IC646PCM001	\$3,250.00	\$650.00	Proficy Change Management 1 user
IC646PCM003	\$9,750.00	\$1,950.00	Proficy Change Management 3 User Pack
IC646PCM005	\$16,250.00	\$3,250.00	Proficy Change Management 5 user pack
IC646PCM010	\$29,250.00	\$5,850.00	Proficy Change Management 10 user pack
IC646PCM025	\$65,000.00	\$13,000.00	Proficy Change Management 25 user pack
IC646PCM050	\$113,750.00	\$22,750.00	Proficy Change Management 50 user pack
IC646PCM100	\$195,000.00	\$39,000.00	Proficy Change Management 100 user pack
IC646PCMSCH	\$3,500.00	\$700.00	Proficy Change management Scheduler

EXHIBIT B-4
LIST OF IFIX PROFICY HMI/SCADA SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description Proficy HMI/SCADA iFIX
IC646IFCLNTCRO005M	\$5,570.24	\$946.94	iFIX iClient Read Only 5 PK Keyless (M4 Part)
IC646IFCLNTCRO010M	\$9,468.79	\$1,609.69	iFIX iClient Read Only 10 PK Keyless (M4 Part)
IC646IFCLNTCRO025M	\$20,051.01	\$3,408.67	iFIX iClient Read Only 25 PK Keyless (M4 Part)
IC646IFCLNTCRO050M	\$35,646.24	\$6,059.86	iFIX iClient Read Only 50 PK Keyless (M4 Part)
IC646IFCLNTCRO100M	\$66,836.70	\$11,362.24	iFIX iClient Read Only 100 PK Keyless (M4 Part)
IC647IFCLNTCDVM	\$3,898.55	\$662.75	iFIX iClient Development (M4 Part)
IC647IFCLNTRNM	\$2,339.13	\$397.65	iFIX iClient Runtime (M4 Part)
IC647IFCLNTCRO001M	\$1,331.79	\$226.40	iFIX iClient Read Only 1 PK Keyed (M4 Part)
IC647IFPLDV00075M	\$3,898.55	\$662.75	iFIX Plus SCADA 75 I/O Development (M4 Part)
IC647IFPLDV00150M	\$4,344.54	\$738.57	iFIX Plus SCADA 150 I/O Development (M4 Part)
IC647IFPLDV00300M	\$5,681.48	\$965.85	iFIX Plus SCADA 300 I/O Development (M4 Part)
IC647IFPLDV00900M	\$8,354.33	\$1,420.24	iFIX Plus SCADA 900 I/O Development (M4 Part)
IC647IFPLDVUNLMTM	\$9,245.28	\$1,571.70	iFIX Plus SCADA Unlimited Development (M4 Part)
IC647IFPLRN00075M	\$2,339.13	\$397.65	iFIX Plus SCADA 75 I/O Runtime (M4 Part)
IC647IFPLRN00150M	\$2,785.12	\$473.47	iFIX Plus SCADA 150 I/O Runtime (M4 Part)
IC647IFPLRN00300M	\$4,122.06	\$700.75	iFIX Plus SCADA 300 I/O Runtime (M4 Part)
IC647IFPLRN00900M	\$6,126.44	\$1,041.49	iFIX Plus SCADA 900 I/O Runtime (M4 Part)

EXHIBIT B-4 (CONTINUED)
LIST OF IFIX PROFICY HMI/SCADA SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description Proficy HMI/SCADA iFIX
IC647IFPLRNUNLMTM	\$6,683.67	\$1,136.22	iFIX Plus SCADA Unlimited Runtime (M4 Part)
OC647IFAFLOVM	\$3,502.00	\$595.34	iFIX Optn: SCADA Synchronization (M4 Part)
OC647IFGLBLENBLRM	\$3,090.00	\$525.30	iFIX WebSpace Server Enabler including 2 Web Users(M4 Key)
IC647IFGLBLSRVRM	\$5,150.00	\$875.50	FIX WebSpace Server including iClient Dev and 2 Web Users(M4 Key)
OC647IFGLBLCLN001M	\$1,236.00	\$210.12	iFIX WebSpace: Additional 1User
OC647IFGLBLCLN005M	\$6,180.00	\$1,050.60	iFIX WebSpace 5 Additional Users (M4 key)
OC647IFGLBLCLN010M	\$11,845.00	\$2,013.65	iFIX WebSpace 10 Additional Users (M4 key)
OC647IFGLBLCLN020M	\$22,660.00	\$3,852.20	iFIX WebSpace 20 Additional Users (M4 key)
IC647PLSEDTR	\$1,287.50	\$218.88	Proficy Pulse Editor (WebSpace Enabled)
OC647PLSVWRWS	\$772.50	\$131.33	Proficy Pulse Additional Viewer WebSpace
OC646IFWTRSLNBSCM	\$1,689.20	\$287.16	iFIX Water Solutions Pack
Proficy Cause +			
IC646CSPR001	\$5,150.00	\$1,030.00	Proficy Cause+ for Intelligent HMI/SCADA Runtime Server - 1X monitored KPI
IC646CSPR002	\$9,270.00	\$1,854.00	Proficy Cause+ for Intelligent HMI/SCADA Runtime Server - 2X monitored KPIs
IC646CSPR005	\$20,600.00	\$4,120.00	Proficy Cause+ for Intelligent HMI/SCADA Runtime Server - 5X monitored KPIs
IC646CSPR010	\$35,000.00	\$7,000.00	Proficy Cause+ for Intelligent HMI/SCADA Runtime Server - 10X monitored KPIs
IC646CSPR025	\$75,000.00	\$15,000.00	Proficy Cause+ for Intelligent HMI/SCADA Runtime Server - 25X monitored KPIs

EXHIBIT B-4 (CONTINUED)
LIST OF IFIX PROFICY HMI/SCADA SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description
			Proficy HMI/SCADA iFIX
IC647IFPLRNUNLMTM	\$6,683.67	\$1,136.22	iFIX Plus SCADA Unlimited Runtime (M4 Part)
IC646CSPR050	\$125,000.00	\$25,000.00	Proficy Cause+ for Intelligent HMI/SCADA Runtime Server - 50X monitored KPIs
IC646CSPWR	\$2,400.00	\$480.00	Proficy Cause+ Web Report User
			Proficy Workflow
IC647WFL001	\$3,000.00	\$600.00	Proficy Workflow - 1 User License
IC647WFL002	\$5,000.00	\$1,000.00	Proficy Workflow - 2 User License
IC647WFL005	\$12,500.00	\$2,500.00	Proficy Workflow - 5 User License
IC647WFL010	\$25,000.00	\$5,000.00	Proficy Workflow - 10 User License
IC647WFL025	\$55,000.00	\$11,000.00	Proficy Workflow - 25 User License
IC647WFL050	\$95,000.00	\$19,000.00	Proficy Workflow - 50 User License
IC647WFLARM001	\$3,000.00	\$600.00	Proficy Workflow -SCADA Alarm Response Management 1 User License
IC647WFLARM002	\$5,000.00	\$1,000.00	Proficy Workflow - SCADA Alarm Response Management 2 User License

EXHIBIT B-5
LIST OF IFIX DRIVERS SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description
IC647IGSBSC_M	\$1,350.00	\$229.50	IGS:Industrial Gateway Server Basic Protocols
IC647SI7M	\$670.00	\$113.90	SI7:Siemens SIMATIC S7

EXHIBIT B-6
LIST OF IFIX PROFICY HISTORIAN SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description Proficy Historian
IC647HSTCS1000KM	\$1,312,500.00	\$262,500.00	Historian Enterprise Corporate Server 1000000 Points (M4 Key)
IC647HSTCS100KM	\$289,412.00	\$57,882.40	Historian Enterprise Corporate Server 100000 Points (M4 Key)
IC647HSTCS10KM	\$103,362.00	\$20,672.40	Historian Enterprise Corporate Server 10000 Points (M4 Key)
IC647HSTCS1500KM	\$2,370,000.00	\$474,000.00	Historian Enterprise Corporate Server 1,500,000 Points (M4 Key)
IC647HSTCS150KM	\$352,800.00	\$70,560.00	Historian Enterprise Corporate Server 150000 Points (M4 Key)
IC647HSTCS15KM	\$120,215.00	\$24,043.00	Historian Enterprise Corporate Server 15000 Points (M4 Key)
IC647HSTCS2000KM	\$3,160,000.00	\$632,000.00	Historian Enterprise Corporate Server 2,000,000 Points (M4 Key)
IC647HSTCS20KM	\$124,583.00	\$24,916.60	Historian Enterprise Corporate Server 20000 Points (M4 Key)
IC647HSTCS250KM	\$496,125.00	\$99,225.00	Historian Enterprise Corporate Server 250000 Points (M4 Key)
IC647HSTCS30KM	\$141,120.00	\$28,224.00	Historian Enterprise Corporate Server 30000 Points (M4 Key)
IC647HSTCS40KM	\$162,068.00	\$32,413.60	Historian Enterprise Corporate Server 40000 Points (M4 Key)
IC647HSTCS500KM	\$787,500.00	\$157,500.00	Historian Enterprise Corporate Server 500000 Points (M4 Key)
IC647HSTCS50KM	\$185,220.00	\$37,044.00	Historian Enterprise Corporate Server 50000 Points (M4 Key)
IC647HSTCS75KM	\$231,525.00	\$46,305.00	Historian Enterprise Corporate Server 75000 Points (M4 Key)
IC647HSTES1000KM	\$1,320,000.00	\$264,000.00	Historian Enterprise Server 1,000,000 Points (M4 Key)
IC647HSTES100KM	\$144,711.00	\$28,942.20	Historian Enterprise Server 100000 Points (M4 Key)
IC647HSTES100M	\$1,890.00	\$378.00	Historian Enterprise Server 100 Points (M4 Key)
IC647HSTES10KM	\$51,324.00	\$10,264.80	Historian Enterprise Server 10000 Points (M4 Key)
IC647HSTES1250KM	\$1,650,000.00	\$330,000.00	Historian Enterprise Server 1,250,000 Points (M4 Key)
IC647HSTES1500KM	\$1,980,000.00	\$396,000.00	Historian Enterprise Server 1,500,000 Points (M4 Key)
IC647HSTES150KM	\$207,711.00	\$41,542.20	Historian Enterprise Server 150000 Points (M4 Key)
IC647HSTES15KM	\$59,829.00	\$11,965.80	Historian Enterprise Server 15000 Points (M4 Key)
IC647HSTES1750KM	\$2,310,000.00	\$462,000.00	Historian Enterprise Server 1,750,000 Points (M4 Key)
IC647HSTES1KM	\$13,482.00	\$2,696.40	Historian Enterprise Server 1000 Points (M4 Key)
IC647HSTES2000KM	\$2,640,000.00	\$528,000.00	Historian Enterprise Server 2,000,000 Points (M4 Key)

IC647HSTES20KM	\$62,517.00	\$12,503.40	Historian Enterprise Server 20000 Points (M4 Key)
IC647HSTES250KM	\$330,750.00	\$66,150.00	Historian Enterprise Server 250000 Points (M4 Key)
IC647HSTES300M	\$4,725.00	\$945.00	Historian Enterprise Server 300 Points (M4 Key)
IC647HSTES30KM	\$70,623.00	\$14,124.60	Historian Enterprise Server 30000 Points (M4 Key)
IC647HSTES3KM	\$17,703.00	\$3,540.60	Historian Enterprise Server 2500 Points (M4 Key)
IC647HSTES40KM	\$81,039.00	\$16,207.80	Historian Enterprise Server 40000 Points (M4 Key)
IC647HSTES500KM	\$660,000.00	\$132,000.00	Historian Enterprise Server 500,000 Points (M4 Key)
IC647HSTES500M	\$7,697.00	\$1,539.40	Historian Enterprise Server 500 Points (M4 Key)
IC647HSTES50KM	\$92,610.00	\$18,522.00	Historian Enterprise Server 50000 Points (M4 Key)
IC647HSTES5KM	\$27,531.00	\$5,506.20	Historian Enterprise Server 5000 Points (M4 Key)
IC647HSTES750KM	\$990,000.00	\$198,000.00	Historian Enterprise Server 750,000 Points (M4 Key)
IC647HSTES75KM	\$115,763.00	\$23,152.60	Historian Enterprise Server 75000 Points (M4 Key)

EXHIBIT B-6 (CONTINUED)
LIST OF IFIX PROFICY HISTORIAN SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description
Proficy Historian			
IC647HSTCCP2M	\$735.00	\$147.00	Historian Client Connection Pack 2 Users
IC647HSTCCP5M	\$1,838.00	\$367.60	Historian Client Connection Pack 5 Users
IC647HSTCCP10M	\$3,308.00	\$661.60	Historian Client Connection Pack 10 Users
IC647HSTCCP25M	\$7,350.00	\$1,470.00	Historian Client Connection Pack 25 Users
IC647HSTCCP50M	\$12,863.00	\$2,572.60	Historian Client Connection Pack 50 Users
IC647HSTCCP100M	\$22,050.00	\$4,410.00	Historian Client Connection Pack 100 Users
Proficy Troubleshooter			
IC646TBLH001	\$16,000.00	\$3,200.00	Proficy Troubleshooter for Intelligent Historian 1 Seat
IC646TBLH002	\$30,000.00	\$6,000.00	Proficy Troubleshooter for Intelligent Historian 2 Seats
IC646TBLH005	\$67,500.00	\$13,500.00	Proficy Troubleshooter for Intelligent Historian 5 Seats
IC646TBLH010	\$120,000.00	\$24,000.00	Proficy Troubleshooter for Intelligent Historian 10 Seats
IC646TBLH025	\$250,000.00	\$50,000.00	Proficy Troubleshooter for Intelligent Historian 25 Seats
IC646TBLH050	\$400,000.00	\$80,000.00	Proficy Troubleshooter for Intelligent Historian 50 Seats

EXHIBIT B-7
LIST OF IFIX PROFICY REAL TIME INFORMATION PORTAL SOFTWARE LICENSES

Part Number	Current List Price	GlobalCare Complete	Software Description
			Proficy Real Time Information Portal
IC647PRTEE002M	\$3,300.00	\$660.00	Proficy Portal Enterprise Edition Client Pack 2 Users (M4 Key)
IC647PRTEE005M	\$8,250.00	\$1,650.00	Proficy Portal Enterprise Edition Client Pack 5 Users (M4 Key)
IC647PRTEE010M	\$16,500.00	\$3,300.00	Proficy Portal Enterprise Edition Client Pack 10 Users (M4 Key)
IC647PRTEE025M	\$41,250.00	\$8,250.00	Proficy Portal Enterprise Edition Client Pack 25 Users (M4 Key)
IC647PRTEE050M	\$82,500.00	\$16,500.00	Proficy Portal Enterprise Edition Client Pack 50 Users (M4 Key)
IC647PRTEE100M	\$165,000.00	\$33,000.00	Proficy Portal Enterprise Edition Client Pack 100 User (M4 Key)
IC647PRTORAM	\$5,500.00	\$1,100.00	Proficy Portal Oracle Connector (M4 Key)
IC647PRTSQLM	\$5,500.00	\$1,100.00	Proficy Portal SQL Server Connector (M4 Key)
IC647PRTDB2M	\$5,500.00	\$1,100.00	Proficy Portal DB2 Connector (M4 Key)
IC647PRTADOM	\$5,500.00	\$1,100.00	Proficy Portal ADO Connector (M4 Key)

**EXHIBIT B-8
OPEN ENROLLMENT DISCOUNT**

GE Intelligent Platforms Training Services:

Open Enrollment Volume Discount Schedule for USA & Canadian Locations-

Number of Class Seats Purchased	Customer Multiplier
1	1.00
2	0.95
3	0.93
4	0.88
5	0.85
6	0.83

Training Services Contacts:

For CSB & Software Classes:

Tami Taucher (434)978-6025

Penny Craun (434)978-5346

For CNC Classes:

Nancy Bickling (434)978-6059

Notes:

- 1) The customer must register for all the classes/students on the SAME PO.
- 2) All students must be from the same company (Students from varying locations are permitted).
- 3) The Standard GE IP Training Cancellation/Rescheduling Policy will apply.
- 4) Seats cancelled or unused from the PO will result in a recalculation of the volume discount and the other seats on the order will be billed/re-billed at the new rate.
- 5) An email quote detailing the quantity discount and terms will be provided. This quotation must accompany the order.
- 6) All seats on the PO must be used within 18 months of the order date. Seats unused after 18 months will be billed.
- 7) Any mix of GE IP Open Enrollment classes is acceptable.
- 8) Distributor multiplier accepted on all discount levels.
- 9) Customer will be billed on the first day of class for each seat used.

**EXHIBIT B-9
OPEN ENROLLMENT**

Course Description	Part Number	Course Length (for both onsite and open enrollment)	Open Enrollment Cost per Student
Proficy HMI/SCADA iFIX Fundamentals	44A728312-154	4 Days	\$2,495.00
Proficy HMI/SCADA iFIX Advanced	44A728312-251	4 Days	\$2,495.00
Using VBA with Proficy HMI/SCADA iFIX	44A728312-354	4 Days	\$2,495.00
Proficy Change Management Fundamentals	44A728312-349	3 Days	\$1,900.00
Proficy Historian Development	44A728312-345	2 Days	\$1,500.00
Proficy Real-Time Information Portal Development	44A728312-241	2 Days	\$1,500.00
Proficy Workflow Fundamentals	44A728312-628	3 Days	\$1,900.00

<http://www.ge-ip.com/training>

EXHIBIT B-10
GE INTELLIGENT PLATFORMS TRAINING SERVICES:
OPEN ENROLLMENT CLASS CANCELLATION POLICY

Canceling or rescheduling at least 2 weeks prior to the start of class will allow us to fully refund tuition or apply credit to another class. With less than 2 weeks' notice, cancellations are subject to a 75% fee and rescheduling is subject to a 50% fee. Full tuition will be charged for failing to show up for a class without notice or for leaving a class prematurely. Substitutions of one student for another who cannot make the class are accepted at any time, without charge.

GE Intelligent Platforms reserves the right to cancel any course at least 2 weeks prior to the class. In this event, you will be notified and a full refund will be awarded. However, GE INTELLIGENT PLATFORMS IS NOT RESPONSIBLE FOR ANY EXPENSES RELATED TO NON-REFUNDABLE AIRLINE TICKETS OR TRAVEL ARRANGEMENTS. Please do not make non-refundable travel arrangements earlier than two weeks before the class start date.

**EXHIBIT B-11
ONSITE COURSES**

Course Length (Days)	Qty of Courses Ordered	End User Price Software (USD)	Discounted Price: w/Min 2 week Commitment & PO Software (USD)	NOTES:
5 Day	1	\$25,350.00	\$24,100.00	<ol style="list-style-type: none"> 1. Onsite Training courses are priced based upon the length of the STANDARD training course. 2. Quantity discounts shown are available for multiple training courses ordered on a single order. 3. For the Onsite Class "End User Price" listed, a \$12,250.00 US discount will be applied to each class where the following 3 activities are completed at least 2 weeks prior to the confirmed class start date: <ul style="list-style-type: none"> - the class date is confirmed - the PO is received by GE IP Training Services - the completed Onsite-Checklist is received by GE IP Training Services 4. Travel expenses are included in the prices shown, unless excessive expenses are necessary. 5. Shipping expenses are included in the prices shown, unless excessive charges are necessary. 6. All onsite prices shown are for up to the maximum number of students indicated on the course description Notes on student count: <ol style="list-style-type: none"> 1) In most cases, we can accept Max 2 additional students in classes @ \$500 ea H/W & \$675 ea S/W. 2) No reduction in onsite pricing for less than the maximum number of students quoted. 7. All prices shown are for onsite training courses at "Free of Charge" customer provided locations. 8. All prices shown are for onsite training courses at domestic "U.S. and Canadian" locations. 9. 50% cancellation fee if cancelled less than 10 business days before the course start date.
	2	\$23,500.00	\$22,250.00	
	3	\$21,850.00	\$20,600.00	
	4 or more	\$20,150.00	\$18,900.00	
4.5 Day	1	\$23,550.00	\$22,300.00	
	2	\$22,600.00	\$21,350.00	
	3	\$21,750.00	\$20,500.00	
	4 or more	\$20,850.00	\$19,600.00	
4 Day	1	\$21,150.00	\$19,900.00	
	2	\$20,150.00	\$18,900.00	
	3	\$19,350.00	\$18,100.00	
	4 or more	\$18,550.00	\$17,300.00	
3.5 Day	1	\$19,450.00	\$18,200.00	
	2	\$18,500.00	\$17,250.00	
	3	\$17,750.00	\$16,500.00	
	4 or more	\$16,900.00	\$15,650.00	
3 Day	1	\$17,750.00	\$16,500.00	
	2	\$17,250.00	\$16,000.00	
	3	\$16,775.00	\$15,525.00	
	4 or more	\$16,250.00	\$15,000.00	
2.5 Day	1	\$16,050.00	\$14,800.00	
	2	\$15,550.00	\$14,300.00	
	3	\$15,200.00	\$13,950.00	
	4 or more	\$15,050.00	\$13,800.00	
2 Day	1	\$13,250.00	\$12,000.00	
	2	\$12,750.00	\$11,500.00	
	3	\$12,600.00	\$11,350.00	
	4 or more	\$12,600.00	\$11,350.00	
Seats beyond class _____ Each (max of 2)		\$850.00		

	<ol style="list-style-type: none">10. \$1,500 rescheduling fee to reschedule a confirmed class.11. Must be quoted w/STD GE IP Terms & Conditions (GFJ-324=SOL, GFJ-337=CNC or GFJ-310=GOV).12. All onsite quotations MUST reference an attached course outline which is the Scope of Work.13. In CSB & CNC classes students are paired on lab equipment.14. In Software classes a PC will be provided for each student.
--	---

Training Services on-Site Course Contacts:

CSB (PLC) & Software (CIM, Inty & Proficy) On-Site Training:

- STANDARD courses: (1-800-433-2682)
Training @ge.com
- For Custom On-Sites contact: Bob Brust (434) 978-5603
Bob.Brust@ge.com

(**Custom** = Shortened, combined & fully custom courses)

EXHIBIT B-12
SOFTWARE LICENSE AGREEMENT FOR LICENSED SOFTWARE

THIS SOFTWARE LICENSE AGREEMENT IS ENTERED INTO BETWEEN THE CITY OF HOUSTON ("CITY") AND GE INTELLIGENT PLATFORMS, INC. ("CONTRACTOR") FOR THE USE OF CONTRACTOR'S LICENSED SOFTWARE. THE CITY ACCEPTS THE TERMS AND CONDITIONS LISTED BELOW AND CITY'S USE OF THE LICENSED SOFTWARE SHALL BE GOVERNED BY THIS LICENSE AGREEMENT WHICH IS INCORPORATED INTO AND MADE A PART OF CITY'S CONTRACT WITH CONTRACTOR.

1. DEFINITIONS

"Licensed Software" shall mean the applications listed in Article II of City's Contract with Contractor, in object code form only, created by Contractor.

"Designated Computer" shall mean the computers and servers upon which City shall run the Licensed Software as set out in Exhibits "B-1" through "B-7" of City's Contract with Contractor.

2. LICENSE

- 2.1** Contractor grants City a personal, non-transferable, nonexclusive license to use the Licensed Software only on the Designated Computer. City may copy the Licensed Software into machine readable form for backup purposes in support of City's use of the Licensed Software on the Designated Computer, limited to one copy. City shall make no other copies unless authorized in writing by Contractor. City may not reverse compile or disassemble the software. The Licensed Software, comprising proprietary trade secret information of Contractor and/or its licensors, shall be held in confidence by City and protected from disclosure to third parties. Contractor does not transfer title to its intellectual property to City. City must reproduce and include all applicable copyright notices on any copy.
- 2.2** Contractor's licensors having a proprietary interest in the Licensed Software shall have the right to enforce such interests, including the right to terminate this Agreement in the event of a breach of its terms pertaining to such proprietary interests.
- 2.3** IF CITY TRANSFERS POSSESSION OF ANY COPY OF THE LICENSED SOFTWARE TO ANOTHER PARTY WITHOUT WRITTEN CONSENT OF CONTRACTOR, CITY'S LICENSE IS AUTOMATICALLY TERMINATED. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.
- 2.4** If the Licensed Software or associated documentation is provided to any U.S. Government entity, unit, or agency, the restrictions set forth at section 52.227-19(c) ("Commercial computer software – restricted rights") of the Federal Acquisition Regulations (FARs) shall apply. If the Licensed Software or associated documentation is provided to the U.S. Government, Department of Defense (DOD), or any entity, unit, or agency thereof, the restrictions set forth at section 252.227-7015 ("Technical Data – Commercial Items") of the DOD FAR Supplement (DFARS) shall also apply.

3. WARRANTY

All terms set out in Section II.5.0 (Warranties) of City's Contract with Contractor shall apply to this License Agreement, and govern over any conflicting provisions in this license.

4. LIMITATION OF LIABILITY

- 4.1** IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE LICENSED SOFTWARE OR ANY PART THEREOF, OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF CITY'S CUSTOMERS AND TRANSFEREES FOR SUCH DAMAGES EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.2** IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CITY FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM THIS AGREEMENT, OR FROM ITS PERFORMANCE OR BREACH, OR FROM THE LICENSED SOFTWARE OR ANY PART THEREFORE, OR FROM ANY SERVICE FURNISHED HEREUNDER, EXCEED 200% OF THE QUOTED CHARGES FOR THE LICENSED SOFTWARE.
- 4.3** The products to be licensed or sold hereunder are not intended for use in any nuclear, chemical or weapons production facility or activity, or other activity where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, Contractor disclaims all liability for any damages arising as a result of the hazardous nature of the business in question, including but not limited to nuclear, chemical or environmental damage, injury or contamination.

5. INDEMNITY

All terms set out in Section II.2.0 (Indemnity and Release) and II.3.0 (Indemnification Procedures) of City's Contract with Contractor shall apply to this License Agreement, and govern over any conflicting provisions in this license.

6. TERM AND TERMINATION

All terms set out in Article IV (Term and Termination) of City's Contract with Contractor shall apply to this License Agreement, and govern over any conflicting provisions in this license.

7. EXPORT

If City intends to export (or reexport), directly or indirectly, the software products or technical information relating thereto supplied hereunder or any portion thereof, it is City's responsibility to assure compliance with U.S. export control regulations and, if appropriate, to secure any required export licenses in City's own name.

8. GENERAL

- 8.1** The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.
- 8.2** All other terms set out in Article V (Miscellaneous) of City's Contract with Contractor shall apply to this License Agreement, and govern over any conflicting provisions in this license.

EXHIBIT B-13
CONTRACTOR'S PROFICY GLOBALCARE COMPLETE SUPPORT PLAN DESCRIPTION

1. SERVICES

1.1 Contractor shall provide the following services to support the Licensed Software defined in the License Agreement under the following terms and conditions which are incorporated into and made a part of City's contract with Contractor for the period for which City pays advance technical support and maintenance fees as set out in City's contract with Contractor:

- 1.1.1 **Proficy GlobalCare Complete Support.** Contractor shall provide the City with consultation regarding the use and operation of the Licensed Software. Such consultation will include telephone call back or web-based communication and will be available 8:00 A.M. to 8:00 P.M. Eastern Standard Time, Monday through Friday, excluding Contractor's holidays. Contractor reserves the right to limit the number of authorized City employee callers when deemed necessary by Contractor in its sole discretion. Once such a limit has been imposed, City may, subject to the allocation of funds, register additional employees for an additional fee. City will also have access to the Online Knowledge Center 24 hours a day, 7 days a week. The Online Knowledge Center provides access to support reference information including articles, white papers, error messages, sample code, and developer downloads. A Knowledge Base CD will be distributed to City at regular intervals during the term of City's contract with Contractor. The Knowledge Base CD enables access to the Knowledge Center when not connected to the Internet.
- 1.1.2 Contractor shall provide City with direct telephone support consultation and/or web-based communication. Such consultation shall be available 24 hours a day, 7 days a week in cases of emergencies. Such emergencies include when the entire system is down or an existing mission critical product feature is inoperable resulting in disruption or product outage. Contractor reserves the right to limit the number of authorized callers when deemed necessary by Contractor in its sole discretion. Once such a limit has been imposed, City may, subject to the allocation of funds, register additional individuals for an additional fee. In addition to such telephone and web-based consultation, Contractor will provide the City with all Service Pack enhancements for the current version of the Licensed Software that are released during the term of this agreement ("Service Packs"), all hot fixes for the Licenses Software version that are released during the term of this agreement ("Hot Fixes"), and all Licenses Software version upgrades that are released during the term of this agreement ("Upgrades"), at no additional charge, with exceptions noted as follows. Contractor reserves the right to charge for significant new product functionality introduced in major product releases ("Major Feature"). Major features are features that are licensed separately and will be additional to the base configuration that the City is already licensed to use. Subject to the allocation of funds, City has the option to purchase such Major Features. Service Packs, Hot Fixes, and Upgrades are provided for the quantity of registered Licensed Software systems on site. Service Packs, Hot Fixes, and Upgrades apply only to the Licensed Software and do not include any updates, enhancements, service packs or upgrades to the operating system or other software. Downloads from the Web Knowledge Center are also available with GlobalCare Complete Support.
- 1.1.3 **Problem Solving.** Contractor's technical personnel will be assigned to attempt correction of problems in the Licensed Software discovered by City and reported to Contractor in sufficient detail to permit Contractor to reproduce such problems. Corrections to such problems made by Contractor will be available for download by City, or, at Contractor's option, Contractor may provide such problem correction through its

next scheduled release of the Licensed Software. Contractor's obligation in such regard shall be to use its reasonable efforts to correct such problems; however, Contractor does not warrant that all such reported problems will be corrected. In the event a reported problem is determined to be of City origin, subject to the allocation of funds, Contractor may bill City at Contractor's then current per diem rates for any time expended in an effort to correct such problem.

1.2 All Service Packs, Hot Fixes, Upgrades, corrections, updates, enhancements, documentation, modifications, and other such supporting materials furnished to City hereunder shall be considered part of the Licensed Software and subject to all the terms and conditions of the License Agreement, including those provisions limiting the use of the Licensed Software to the Designated Computer upon which initially installed.

1.3 Contractor warrants to the City that services provided hereunder not identified in paragraph 1.2 above shall be performed in a manner consistent with standard commercial practices in the industry. If any failure to meet this warranty appears within 90 days after completion of the specific services in question, Contractor will correct any such failure by reperforming any defective portion of the services furnished. If reperformance is not practicable, Contractor will furnish, without charge, services in an amount essentially equal to those which, in Contractor's sole judgment, would have been required for reperformance. The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Contractor; and (ii) City promptly notifying Contractor of any defects and, if required, promptly making the product available for correction. **CONTRACTOR DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS WHICH CITY HAS DESIGNATED.**

1.4 CONTRACTOR'S LIABILITY ON ALL CLAIMS FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY PRODUCTS OR SERVICES COVERED BY OR FURNISHED UNDER THESE TERMS AND CONDITIONS (INCLUDING REMEDIAL WARRANTY EFFORTS), OR FROM THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, SHALL IN NO CASE EXCEED 200% OF THE ANNUAL CONTRACT PRICE OF THE SUPPORT SERVICES FURNISHED HEREUNDER.

1.5 IN NO EVENT SHALL CONTRACTOR, OR ITS EMPLOYEES AND SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE CITY FOR SUCH DAMAGES.

1.6 City may not assign or transfer this agreement without Contractor's prior written agreement.

2. CONDITIONS OF SERVICE

2.1 The Licensed Software must be unmodified and in normal operating condition, and maintained at the latest release or revision level, and must contain the minimum equipment configuration at the revision level specified by Contractor. City must consult with Contractor before performing any upgrades on any third party software required to run the Licensed Software.

3. TERM AND TERMINATION

3.1 All terms set out in Article IV (Term and Termination) of City's Contract with Contractor shall apply to these terms and conditions, and govern over any conflicting provisions in these terms and conditions.

3.2 Support Services hereunder shall automatically terminate in the event the License Agreement is

terminated and in that event Contractor shall refund fees for Support Services paid in advance by City as set out in City's Contract with Contractor.

4. CHARGES

4.1 City shall pay Contractor, in advance, fees for Support Services as detailed in City's contract with Contractor.

5. USE OF TECHNICAL INFORMATION

5.1 With respect to any technical information that the City may provide to Contractor in connection with the support services, Contractor may use such information for the limited purposes of writing and posting technical notes on the support services website and Knowledge Base CD and compiling aggregate data, for internal use only, on the frequency and type of support services requested. Contractor will not utilize such technical information in any form that personally identifies the City.

EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"
N/A

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date _____

Contractor Name _____

Signature _____

Title _____

EXHIBIT "F"
**CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I, _____
(Name)(Print/Type) _____ **(Title)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

I, _____
(NAME) **(PRINT/TYPER)**

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTOR NAME

SIGNATURE

TITLE

**EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Contractor or Vendor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20_____.

_____ Initials A written Drug Free Workplace Policy has been implemented and employees notified.
 The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Initials Written drug testing procedures have been implemented in conformity with the Mayor's
 Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees
 have been notified of such procedures.

_____ Initials Collection/testing has been conducted in compliance with federal Health and Human
 Services (HHS) guidelines.

_____ Initials Appropriate safety impact positions have been designated for employee positions
 performing on the City of Houston contract. The number of employees in safety impact positions
 during this reporting period is _____.

_____ Initials From _____ to _____ the following test has occurred
 (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

_____ Initials Any employee who tested positive was immediately removed from the City worksite
 consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ Initials I affirm that falsification or failure to submit this declaration timely in accordance with
 established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration
 are within my personal knowledge and are true and correct.

 (Date)

 (Typed or Printed Name)

 (Signature)

 (Title)

EXHIBIT "H"
N/A

EXHIBIT "I"
PAY OR PLAY PROGRAM



City of Houston

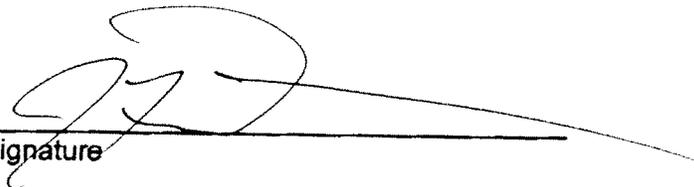
Pay or Play Program
Acknowledgement Form

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.


Signature

MAY 29, 2012
Date

James Walsh
Print Name GENERAL MANAGER - SOFTWARE &
SERVICES

54-1393332
City Vendor ID

GE INTELLIGENT PLATFORMS, INC.
Company Name

434-978-5000
Phone Number

james.walsh2@ge.com
Email Address



**CERTIFICATION OF AGREEMENT TO
COMPLY WITH PAY OR PLAY PROGRAM**

Contractor Name: GTE INTELLIGENT PLATFORMS, INC. \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 2500 AUSTIN DRIVE, CHARLOTTESVILLE, VA 22911

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] AGMT FOR COMPUTER SOFTWARE LICENSES, MAINTENANCE AND TECHNICAL SUPPORT SERVICES

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- Yes No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.
- Yes No Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet the following criteria:
 (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
 (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
- Yes No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable. (NOTE: IF YOU SELECT YES ON THIS OPTION PLEASE CHECK YES ON THE ABOVE TWO OPTIONS "AGREES TO PAY AND AGREES TO PROVIDE HEALTH BENEFITS")
- Yes No N.A. If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.
- Yes No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
- Yes No N.A. For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required
I hereby certify that the above information is true and correct.

CONTRACTOR (Signature)

MAY 29, 2012
DATE

JAMES WALSH, GENERAL MANAGER - SOFTWARE & SERVICES
NAME AND TITLE (Print or type)

ATTACHMENT C

Contractor's Certification of No Safety Impact Positions
In Performance of a City Contract

I, James Walsh, GENERAL MANAGER, SOFTWARE & SERVICES as an owner or officer of
(Name) (Print/Type) (Title)

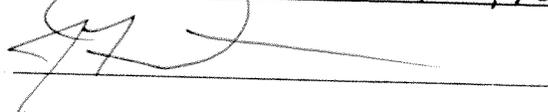
GR INTELLIGENT PLATFORMS, INC. (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

MAY 29, 2012
Date

Contractor Name

GR INTELLIGENT PLATFORMS, INC.

Signature



Title

GENERAL MANAGER - SOFTWARE & SERVICES

ATTACHMENT D

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

Date

Contractor Name

Signature

Title
