

### Amendment No. 7 to Contract No. NS150000046 for GE Proficy Globalcare SCADA Software Maintenance and Support Between GE INTELLIGENT PLATFORMS INC., dba GE INTELLIGENT PLATFORMS INC., (DIGITAL) and the City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	То	
Vendor Name	GE INTELLIGENT PLATFORMS INC., dba GE INTELLIGENT PLATFORMS INC., (DIGITAL)	GENERAL ELECTRIC COMPANY dba GE Packaged Power, LLC or GE Digital LLC	
Vendor Code	GEF8303756	GEN2024000	
FEIN			

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 7 is hereby incorporated into and made a part of the Contract.

Yoadin-Brown

Linell Goodin-Brown Contract Management Supervisor II City of Austin, Purchasing Office

11-14-18 Date

#### Contract Number(s)/Description: NS150000046 GE Proficy Globalcare SCADA Software Maintenance Supporting Orders: and Support ASSIGNOR'S NAME: GE Intelligent Platforms, Inc. dba GE Intelligent Platforms, Inc. (Digital) State of Incorporation: Delaware Charlottesville, Virginia City and State of Principal Office: ASSIGNEE'S NAME: General Electric Company dba GE Digital LLC. State of Incorporation: New York City and State of Principal Office: Boston, MA Type of Agreement: software licensing and technical support Effective Date of Agreement: September 30, 2018

## ASSIGNMENT AGREEMENT

The Assignor, a company duly organized and existing under the laws of the above State with its principal office in the above location, Assignee, a company duly organized and existing under the laws of the above State with its principal office in the above location; and the City of Austin (the City) enter into this Agreement as of the above stated effective date.

#### a. THE PARTIES AGREE TO THE FOLLOWING FACTS:

- The City has entered into the above referenced contract with the Assignor. "The contract," as Used in this Agreement, means the above contract, including all Amendments, made between the City and the Assignor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the City or the Assignor has any remaining rights, duties, or obligations under this contract).
- 2. As of the above stated effective date:
  - a. The Assignor has transferred to the Assignee all the rights of the Assignor under the contract by virtue of a written agreement between the Assignor and the Assignee.
  - b. The Assignee has acquired all the rights of the Assignor under the contract by virtue of the above transfer.
  - c. The Assignee has assumed all obligations and liabilities of the Assignor under the contract by virtue of the above transfer.
- 3. The Assignee is in a position to fully perform all obligations that may exist under the contract.
- 4. It is consistent with the City's interest to recognize the Assignee as the successor party to the contract.
- 5. Evidence of the above transfer has been filed with the City.
- b. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:
  - 1. The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the contract.
  - The Assignee agrees to be bound by and to perform the contract in accordance with the Conditions contained in the contract. The Assignee also assumes all obligations and liabilities of, and all claims against the Assignor under the contract as if the Assignee was the original party to the contract.

- 3. The Assignee ratifies all previous actions taken by the Assignor with respect to the contract, with the same force and effect as if the action had been taken by the Assignee.
- 4. The City recognizes the Assignee as the Assignor's successor in interest in and to the contract. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the contract as if the Assignee was the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Assignee.
- 5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Assignor.
- 6. All payments and reimbursements previously made by the City to the Assignor, and all other previous actions taken by the City under the contract, shall be considered to have discharged those parts of the City's obligations under the contract. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Assignee shall have the same force and effect.
- 7. The Assignor and the Assignee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.
- 8. The contract shall remain in full force and effect, except as modified by this Agreement. The Parties have caused this Agreement to be executed by their duly authorized person as of the day and year first above written.

	Jeff Bartoletti DocuSigned by:
BY (Printed Name):	
(Signature):	2D5996D6715E457
	Commercial Ops Leader
Title:	Assignor
BY (Printed Name):	Jeff Bartoletti DocuSigned by:
(Signature):	2D5996D6715E457
Title:	Commercial Ops Leader
	Assignee
Federal Tax ID #	14-0689340
BY (Printed Name):	Linell Goodin-Brown
(Signature):	Ginell Spedin-Bran
Title:	Contract Compliance Supervisor
	City of Austin



## Amendment No. 6 to Contract No. NS150000046 for GE Proficy Globalcare SCADA Software Maintenance and Support between GE Intelligent Platforms, Inc. (Contractor) and the City of Austin

1.0 The above referenced contract is amended as follows:

The City hereby exercises an amendment for the above-referenced contract.

2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2015 - 12/31/2015	\$93,639.00	\$93,639.00
Amendment No. 1: Option 1 Administrative Change - Term of Contract 01/01/2016 - 12/31/2016	\$92,551.00	\$186,190.00
Amendment No. 2: Option 2 01/01/2017 - 12/31/2017	\$95,327.00	\$281,517.00
Amendment No. 3: 90 day Extension 01/01/2018 – 03/31/2018 Administrative Increase (See quote attached and incorporated by this reference)	\$31,000.00	\$312,517.00
Amendment No. 4: Administrative Increase (See quote attached and incorporated by this reference)	\$21,506.40	\$334,023.40
Amendment No. 5: Increase term by 24 months (See quote attached and incorporated by this reference)	\$176,303.92	\$510,327.32
Amendment No. 6 Administrative Increase	\$506.40	\$510,833.72

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:	Juff Bartoletti
Contractor Signature:	2D5996D6715E457
Jef	f Bartoletti
Printed Name:	
3/20/2018	
Date:	_

GE IntelligentPlatforms, Inc. 325 Foxborough Blvd Foxborough, MA 02035

Signature: <u>FN 1</u> City of Austin Purchasing Office Printed Name: <u>Gil Zilkha</u>

Date: 3/23/18

City of Austin 124 W. 8<sup>th</sup> St., Ste. 310 Austin, TX 78701



## Amendment No. 5 to Contract No. NS150000046 for GE Proficy Globalcare SCADA Software Maintenance and Support between GE Intelligent Platforms, Inc. (Contractor) and the City of Austin

1.0 The above referenced contract is amended as follows:

The City hereby exercises an amendment for the above-referenced contract.

2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2015-12/31/2015	\$93,639.00	\$93,639.00
Amendment No. 1: Option 1 Administrative Change - Term of Contract 01/01/2016 - 12/31/2016	\$92,551.00	\$186,190.00
Amendment No. 2: Option 2 01/01/2017 - 12/31/2017	\$95,327.00	\$281,517.00
Amendment No. 3: 90 day Extension 01/01/2018 – 03/31/2018 Administrative Increase (See quote attached and incorporated by this reference)	\$31,000.00	\$312,517.00
Amendment No. 4: Administrative Increase (See quote attached and incorporated by this reference)	\$21,506.40	\$334,023.40
Amendment No. 5: Increase term by 24 months (See quote attached and incorporated by this reference)	\$176,303.92	\$510,327.32

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:	Juff Bartolutti
	2D5996D6715E457
Contractor Signature:	

Jeff Bartoletti

contractor signature

Printed Name:

3/20/2018

Date: \_\_\_\_\_

GE IntelligentPlatforms, Inc. 325 Foxborough Blvd Foxborough, MA 02035

Signature: City of Austin Purchasing Office IKha Printed Name: (21)

3 zz 18 Date:

City of Austin 124 W. 8<sup>th</sup> St., Ste. 310 Austin, TX 78701



## Amendment No. 4 to Contract No. NS150000046 for GE Proficy Globalcare SCADA Software Maintenance and Support between GE Intelligent Platforms, Inc. (Contractor) and the City of Austin

1.0 The above referenced contract is amended as follows:

The City hereby exercises an administrative increase for the above-referenced contract.

2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/01/2015 - 12/31/2015	\$93,639.00	\$93,639.00
Amendment No. 1: Option 1 Administrative Change - Term of Contract 01/01/2016 - 12/31/2016	\$92,551.00	\$186,190.00
Amendment No. 2: Option 2 01/01/2017 - 12/31/2017	\$95,327.00	\$281,517.00
Amendment No. 3: 90 day Extension 01/01/2018 – 03/31/2018 Administrative Increase (See quote attached and incorporated by this reference)	\$31,000.00	\$312,517.00
Amendment No. 4: Administrative Increase (See quote attached and incorporated by this reference)	\$21,506.40	\$334,023.40

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Jeff Bartoletti Printed Name:\_\_\_\_\_

1/19/2018 Date: \_\_\_\_\_\_

GE IntelligentPlatforms, Inc. 325 Foxborough Blvd Foxborough, MA 02035

Signature: 4 N 1	
City of Austin Purchasing Office	
Printed Name: 61 71 Kha	

Date: 1/24/17

City of Austin 124 W. 8<sup>th</sup> St., Ste. 310 Austin, TX 78701

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#### Amendment No 3 to Contract No. NS150000046 for GE Proficy Globalcare SCADA Software Maintenance and Support between GE Intelligent Platforms, Inc. and the City of Austin

- 1.0 The City and Contractor hereby amend the subject contract to allow for an extension. The term for this extension will be 01/01/2018-03/31/2018.
- 2.0 The City hereby exercises an administrative increase for the above-referenced contract.
- 3.0 The total contract amount is increased by \$31,000 for this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount	
Initial Term: 01/01/2015 - 12/31/2015	\$93,639.00	\$93,639.00	
Amendment No. 1: Option 1 Administrative Change - Term of Contract 01/01/2016 - 12/31/2016	\$92,551.00	\$186,190.00	
Amendment No. 2: Option 2 01/01/2017 - 12/31/2017	\$95,327.00	\$281,517.00	
Amendment No. 3: 90day Extension 01/01/2018 – 03/31/2018 Administrative Increase (See guote attached and incorporated by this reference)	\$31,000.00	\$312,517.00	

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

11/15/2017 Sian/I

Printed Name: Jeff Bartoletti - Commercial Ops Leader

GE IntelligentPlatforms, Inc. 325 Foxborough Blvd Foxborough, MA 02035

Sign/Date

James T. Howard Procurement Manager 1124 S. IH 35 Austin, Texas 78701

GE Intelligent Platforms Inc. [Digital]

325 Foxborough Blvd

Foxborough, MA 02035

United States



# Support Services Renewal

Customer Contact: GARY QUICK Customer Name: AUSTIN WATER UTILITY Customer Number: 10176800

Support Services Renewal Date: Dec 31, 2017 Support Services Renewal Price in :\$30,208.43

Your annual *support services contract* is due for renewal, as detailed in the attached Quote. Please follow the below steps to ensure uninterrupted coverage in benefits.

Action required to ensure timely renewal of support services contract:

 Verify your records against the attached renewal quote. If you have questions, please contact the Inside Sales Associate as referenced on the quote.
Confirm your acceptance of the GE Terms and Conditions for Support Services attached to the renewal quote.
E-mail / Fax either a Purchase Order OR this signed acceptance form to the Inside Sales

Associate as referenced on the quote.

# Attached Quote, GE Terms and Conditions Agreed and Accepted By:

Name:	
Printed Name:	
Title:	
Date:	

Thank you for your continued annual investment in GE's Support Services and for allowing GE to be part of your business' support solution.

	Remit Payment Only To:		Quote #	BMIQ-09132017-195911
( e.e.			Quote Date	Sep 13, 2017
$\langle \partial \Theta \rangle$	By Electronic: Bank of America Account No# 4451132895		Expiration Date	Dec 31, 2017
	ABA: 111000012 Swift: Bofaus3n		Quote Revision	1
	Beneficiary: GE Intelligent Platforms, Inc.[Digital] 1400 Best Plaza Dr RICHMOND VIRGINIA, 23227 United States			
Primary SalesPerson Jill Healey			Currency	USD
Primary Sales Email jill.healey@ge.com	Bill To:	End User:	Customer RFQ	
Primary Sales Phone	AUSTIN WATER UTILITY PO BOX 1088 AUSTIN, TX 78767-0000	AUSTIN WATER UTILITY PO BOX 1088 AUSTIN, TX 78767-0000		
Inside Sales Person Nancy Bickling	US	US		
Inside Sales Email nancy.bickling@ge.com	Bill To CSN: 10176800	End User CSN: 10176800		
Inside Sales Phone 434-978-6059				

## **Detailed Report:**

Legacy Assets		ana ang ang ang ang ang ang ang ang ang				(aaagagagagaga		ing an
Serial No.	Included on Type Type	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Pric
100074124-01		27003435001K	iFIX Plus SCADA Pak Unlimited Developer Ver 3.5		l	Premier	Mar 31, 2018	\$482.40
100097051-01		27003435001K	iFIX Plus SCADA Pak Unlimited Developer Ver 3.5		I	Premier	Mar 31, 2018	\$482.40
100105094-01		27007635001C	iFIX iClient Developer Ver 3.5		1	Premier	Mar 31, 2018	\$203.49
100105094-02		27025210000C	iFIX Option: Fix Desktop		1	Premier	Mar 31, 2018	\$14.50
100115024-01		27007735001C	iFIX iClient Runtime Ver 3.5		1	Premier	Mar 31, 2018	\$122.10
				TOTAL	5		Mar 31, 2018	\$1,305.07
						Leg	acy Assets Subtotal	\$1,305.07

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Serial No. Inclu	ded on Type Type Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
200001281-01	IC646IFCLNTCRO 05M	0 iFIX iClient Read Only 5 PK Keyless (M4 Part)		1	Premier	Mar 31, 2018	\$242.20
200032385-01	IC647MBEM	MBE:Modicon Modbus Ethernet 7X		1	Premier	Mar 31, 2018	\$29.16
200032385-02	IC647IFPLRNUNL MTM	iFIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200032386-01	IC647MBEM	MBE:Modicon Modbus Ethernet 7X		1	Premier	Mar 31, 2018	\$14.58

200032386-02		iFIX Plus SCADA Unlimited Runtime (M4 Part)		I	Premier	Mar 31, 2018	\$145.32
200032387-01		MBE:Modicon Modbus Ethernet 7X		l	Premier	Mar 31, 2018	\$29.16
200032387-02		iFIX Plus SCADA Unlimited Runtime (M4 Part)		l	Premier	Mar 31, 2018	\$290.64
200032388-01		MBE:Modicon Modbus Ethernet 7X		E	Premier	Mar 31, 2018	\$14.58
200032388-02		iFIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$145.32
200032389-01		iFIX Plus SCADA Unlimited Runtime (M4 Part)		l	Premier	Mar 31, 2018	\$266.36
200032389-02		MBE:Modicon Modbus Ethernet 7X		]	Premier	Mar 31, 2018	\$26.72
200047873-01		iFIX Plus SCADA Unlimited Development (M4 Part)		Į	Premier	Mar 31, 2018	\$200.99
200102938-01	IC647IFCLNTCRN M	iFIX iClient Runtime (M4 Part)		I	Premier	Mar 31, 2018	\$101.71
200105184-01	IC647IFCLNTCRN M	iFIX iClient Runtime (M4 Part)		I	Premier	Mar 31, 2018	\$101.71
200105185-01		iFIX Plus SCADA Unlimited Runtime (M4 Part)		l	Premier	Mar 31, 2018	\$290.64
200128981-01	1 1 1	iFIX Plus SCADA Unlimited Development (M4 Part)		ł	Premier	Mar 31, 2018	\$401.98
200128982-01		FIX Plus SCADA Unlimited Development (M4 Part)		l	Premier	Mar 31, 2018	\$401.98
200128983-01		FIX Plus SCADA Unlimited Development (M4 Part)		1	Premier	Mar 31, 2018	\$200.99
200138217-01		FIX Plus SCADA Unlimited Development (M4 Part)			Premier	Mar 31, 2018	\$401.98
200138218-01	IC647IFCLNTCRN i M	FIX iClient Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$101.71
200138219-01	IC647IFCLNTCRN I M	FIX iClient Runtime (M4 Part)	<u>, , , , , , , , , , , , , , , , , , , </u>	1	Premier	Mar 31, 2018	\$101.71
200138220-01	IC647IFCLNTCRN i M	FIX iClient Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$101.71
200138221-01	IC647IFCLNTCRN i M	FIX iClient Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$101.71
200143388-01	IC647IFCLNTCRN i M	FIX iClient Runtime (M4 Part)		]	Premier	Mar 31, 2018	\$101.71
200143389-01	IC647IFCLNTCRN i M	FIX iClient Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$101.71
200153582-01		FIX Plus SCADA Unlimited Development (M4 Part)		1	Premier	Mar 31, 2018	\$401.98
200154667-01	IC647IFPLDVUNL i	FIX Plus SCADA Unlimited Development (M4 Part)		1	Premier	Mar 31, 2018	\$401.98
200154668-01	IC647IFPLDVUNL i	FIX Plus SCADA Unlimited Development (M4 Part)		1	Premier	Mar 31, 2018	\$401.98
200154669-01	IC647IFPLDVUNL i	FIX Plus SCADA Unlimited Development (M4 Part)		1	Premier	Mar 31, 2018	\$401.98

200154670-01		FIX iClient Development (M4 Part)	1	Premier	Mar 31, 2018	\$169.53
200154671-01	E E	FIX iClient Development (M4 Part)	]	Premier	Mar 31, 2018	\$169.53
200154672-01		FIX iClient Development (M4 Part)	1	Premier	Mar 31, 2018	\$169.53
200154673-01		FIX iClient Development (M4 Part)	1	Premier	Mar 31, 2018	\$169.53
200154674-01		FIX iClient Development (M4 Part)	1	Premier	Mar 31, 2018	\$169.53
200154675-01		FIX iClient Development (M4 Part)	1	Premier	Mar 31, 2018	\$169.53
200154676-01		FIX iClient Read Only 5 PK (cyless (M4 Part)	1	Premier	Mar 31, 2018	\$242.20
200154677-01		FIX Plus SCADA Unlimited Runtime (M4 Part)	 1	Premier	Mar 31, 2018	\$290.64
200154678-01		FIX Plus SCADA Unlimited Runtime (M4 Part)	 I	Premier	Mar 31, 2018	\$290.64
200154679-01		FIX Plus SCADA Unlimited Runtime (M4 Part)	l	Premier	Mar 31, 2018	\$290.64
200154680-01		FIX Plus SCADA Unlimited Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$290.64
200154681-01	1 1	FIX Plus SCADA Unlimited Runtime (M4 Part)	l	Premier	Mar 31, 2018	\$290.64
200154682-01		FIX Plus SCADA Unlimited Runtime (M4 Part)	I	Premier	Mar 31, 2018	\$290.64
200154683-01		FIX Plus SCADA Unlimited Development (M4 Part)	I	Premier	Mar 31, 2018	\$401.98
200154684-01		FIX Plus SCADA Unlimited Development (M4 Part)	I	Premier	Mar 31, 2018	\$401.98
200154685-01		FIX Plus SCADA Unlimited Development (M4 Part)	ł	Premier	Mar 31, 2018	\$401.98
200154686-01		FIX Plus SCADA Unlimited Development (M4 Part)	t	Premier	Mar 31, 2018	\$401.98
200154687-01		FIX Plus SCADA Unlmt Dev /5.8	I	Premier	Mar 31, 2018	\$401.98
200154688-01		FIX Plus SCADA 300 I/O Runtime (M4 Part)	I	Premier	Mar 31, 2018	\$179.23
200154689-01		FIX Plus SCADA 300 I/O Runtime (M4 Part)	3	Premier	Mar 31, 2018	\$179.23
200154690-01		FIX iClient Read Only 1 PK Keyed (M4 Part)	1	Premier	Mar 31, 2018	\$57.88
200157158-01	IC647IFCLNTCRN i M	F1X iClient Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$101.71
200163608-01		FIX Plus SCADA Unlimited Runtime (M4 Part)	 1	Premier	Mar 31, 2018	\$290.64
200163609-01		FIX Plus SCADA Unlimited Runtime (M4 Part)	I	Premier	Mar 31, 2018	\$290.64
200163610-01	IC6471FPLRNUNL i	FIX Plus SCADA Unlimited Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$290.64

200163611-01	I I	FIX Plus SCADA Unlimited Runtime (M4 Part)		l	Premier	Mar 31, 2018	\$290.64
200163612-01	IC6471FPLRNUNL	FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163613-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163614-01	1 1	FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163615-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163616-01	· · · · · · · · · · · · · · · · · · ·	FIX Plus SCADA Unlimited Runtime (M4 Part)		1.	Premier	Mar 31, 2018	\$290.64
200163617-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163618-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163619-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163620-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		]	Premier	Mar 31, 2018	\$290,64
200163621-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		]	Premier	Mar 31, 2018	\$290.64
200163622-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	S290.64
200163623-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		]	Premier	Mar 31, 2018	\$290.64
200163624-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200163625-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200179227-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		]	Premier	Mar 31, 2018	\$290.64
200179228-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64
200179229-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	S290.64
200179230-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		ļ	Premier	Mar 31, 2018	\$290.64
200179231-01	IC647IFPLRNUNL i	FIX Plus SCADA Unlimited Runtime (M4 Part)		l	Premier	Mar 31, 2018	\$290.64
200179232-01		FIX Plus SCADA Unlimited Runtime (M4 Part)		t	Premier	Mar 31, 2018	\$290.64
200179233-01	IC647IFPLRNUNL i	FIX Plus SCADA Unlimited Runtime (M4 Part)		l	Premier	Mar 31, 2018	\$290.64
200179234-01	IC647IFPLRNUNL i	FIX Plus SCADA Unlimited Runtime (M4 Part)	<u> </u>	Į	Premier	Mar 31, 2018	\$290.64
200179497-01	IC647IFPLRNUNL i	FIX Plus SCADA Unlimited Runtime (M4 Part)		E.	Premier	Mar 31, 2018	\$290.64
200179498-01	IC647IFPLRNUNL i	FIX Plus SCADA Unlimited Runtime (M4 Part)		1	Premier	Mar 31, 2018	\$290.64

200179500-01		Plus SCADA Unlimited time (M4 Part)	]	Premier	Mar 31, 2018	\$290.64
200179501-01		Plus SCADA Unlimited time (M4 Part)	 [	Premier	Mar 31, 2018	\$290.64
200179502-01	IC647IFCLNTCDV iFIX M Part	iClient Development (M4)	 1	Premier	Mar 31, 2018	\$169.53
200179503-01	IC647IFCLNTCRO0 iFIX 01M Key	iClient Read Only 1 PK ed (M4 Part)	1	Premier	Mar 31, 2018	\$57.88
200179504-01	IC647IFCLNTCRO0 iFIX 01M Key	iClient Read Only 1 PK ed (M4 Part)	 1	Premier	Mar 31, 2018	\$57.88
200190601-01		iClientTS User Base port (M4 Part)	1	Premier	Mar 31, 2018	\$242.20
200190601-02		iClientTS Each Additional r (M4 Part)	1	Premier	Mar 31, 2018	\$58.15
200190601-03		iClientTS Each Additional (M4 Part)	1	Premier	Mar 31, 2018	\$58.15
200190601-04		iClientTS Each Additional (M4 Part)	1	Premier	Mar 31, 2018	\$58.15
200190988-01		Plus SCADA Unlimited time (M4 Part)	l	Premier	Mar 31, 2018	\$290.64
200195475-01	IC647IFPLRN00300 iFIX M Rum	Plus SCADA 300 I/O time (M4 Part)	 ł	Premier	Mar 31, 2018	\$179.23
200200317-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	l	Premier	Mar 31, 2018	\$101.71
200200318-01		Plus SCADA Unlimited time (M4 Part)	t	Premier	Mar 31, 2018	\$290.64
200200319-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$101.71
200205840-01		Plus SCADA Unlimited time (M4 Part)	1	Premier	Mar 31, 2018	S290.64
200210120-01		Plus SCADA Unlimited clopment (M4 Part)	1	Premier	Mar 31, 2018	\$401.98
200210121-01		Plus SCADA Unlimited elopment (M4 Part)	1	Premier	Mar 31, 2018	\$200.99
200210122-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	 I	Premier	Mar 31, 2018	\$101.71
200210123-01	IC6471FCLNTCRN iFIX M	iClient Runtime (M4 Part)	I	Premier	Mar 31, 2018	\$101.71
200210124-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	 1	Premier	Mar 31, 2018	\$101.71
200210125-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	[	Premier	Mar 31, 2018	\$101.71
200210126-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$101.71
200210127-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$101.71
200210128-01	IC647IFCLNTCRN iFIX M	iClient Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$101.71
200210129-01		iClient Runtime (M4 Part)	1	Premier	Mar 31, 2018	\$101.71

200210300-07		Proficy Webspace Single			Premier	Mar 31, 2018	\$59.18
200210300-06	IC647PWBSIFIXCL	Proficy Webspace Single Product iFIX Client	·····	I	Premier	Mar 31, 2018	\$59.18
200210300-05		Proficy Webspace Single Product iFIX Client		t	Premier	Mar 31, 2018	\$59.18
200210300-04		Proficy Webspace Single Product iFIX Client		l	Premier	Mar 31, 2018	\$59.18
200210300-03		iFIX iClient Read Only 1 PK Keyed (M4 Part)		E	Premier	Mar 31, 2018	\$57.88
200210300-02	NT	Proficy Webspace Single Product iFIX Client		l	Premier	Mar 31, 2018	\$299.18
200210300-01		Proficy Webspace Single Product iFIX Client		1	Premier	Mar 31, 2018	\$299.18
200210134-01	M	iFIX iClient Runtime (M4 Part)		l	Premier	Mar 31, 2018	\$101.71
200210133-01	IC647IFCLNTCRN M	iFIX iClient Runtime (M4 Part)		I	Premier	Mar 31, 2018	\$101.71
200210132-01	IC647IFCLNTCRN M	iFIX iClient Runtime (M4 Part)		l	Premier	Mar 31, 2018	S101.71
200210131-01	М	iFIX iClient Runtime (M4 Part)		I	Premier	Mar 31, 2018	\$101.7
200210130-01	M	iFIX iClient Runtime (M4 Part)			Premier	Mar 31, 2018	\$101.7

Legacy Assets				and the second second		a serie di tatta	
Serial No. Included on Type	Type Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
200032385-03		iFIX Optn: SCADA Synchronization (M4 Part)		l	Premier	Mar 31, 2018	\$152.25
200032386-03	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)			Premier	Mar 31, 2018	\$76.12
200032387-03	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)		I	Premier	Mar 31, 2018	\$152.25
200032388-03	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)		ł	Premier	Mar 31, 2018	\$76.12
200047873-02	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)		1	Premier	Mar 31, 2018	\$76.12
200128981-02		iF1X Optn: SCADA Synchronization (M4 Part)		]	Premier	Mar 31, 2018	\$152.25
200128982-02		iFIX Optn: SCADA Synchronization (M4 Part)		1	Premier	Mar 31, 2018	\$152.25
200128983-02		iFIX Optn: SCADA Synchronization (M4 Part)		]	Premier	Mar 31, 2018	\$76.12
200153582-02		IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44

		· · · · · · · · · · · · · · · · · · ·			·····	r	
200154667-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154667-03	OC647IFFDTPM	iFIX Optn: Fix Desktop (M4 Part)	· · · · · · · · · · · · · · · · · · ·	1	Premier	Mar 31, 2018	\$14.52
200154668-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154668-03	OC6471FFDTPM	iFIX Optn: Fix Desktop (M4 Part)		1	Premier	Mar 31, 2018	\$14,52
200154669-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28,44
200154669-03	OC647IFFDTPM	iFIX Optn: Fix Desktop (M4 Part)		1	Premier	Mar 31, 2018	\$14.52
200154670-02	OC6471FFDTPM	iFIX Optn: Fix Desktop (M4 Part)		]	Premier	Mar 31, 2018	\$14.52
200154671-02	OC647IFFDTPM	iFIX Optn: Fix Desktop (M4 Part)		1	Premier	Mar 31, 2018	\$14.52
200154672-02	OC647IFFDTPM	iFIX Optn: Fix Desktop (M4 Part)		1	Premier	Mar 31, 2018	\$14.52
200154673-02	OC647IFFDTPM	iFIX Optn: Fix Desktop (M4 Part)		]	Premier	Mar 31, 2018	\$14.52
200154674-02	OC6471FFDTPM	iFIX Optn: Fix Desktop (M4 Part)		1	Premier	Mar 31, 2018	\$14.52
200154675-02	OC6471FFDTPM	iFIX Optn: Fix Desktop (M4 Part)		J	Premier	Mar 31, 2018	\$14.52
200154676-02	OC6471FFDTPM	iFIX Optn: Fix Desktop (M4 Part)		l	Premier	Mar 31, 2018	\$14.52
200154677-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		I	Premier	Mar 31, 2018	\$28.44
200154678-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		l	Premier	Mar 31, 2018	\$28.44
200154679-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154680-02		IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154681-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 kevs		1	Premier	Mar 31, 2018	\$28.44
200154682-02		IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154683-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154684-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154685-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154686-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154687-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154688-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44

A STATE OF A					Less	icy Assets Subtotal	\$2,353.85
	······		TOTAL	58		Mar 31, 2018	\$2,353.85
200210121-02		iFIX Optn: SCADA Synchronization (M4 Part)		1	Premier	Mar 31, 2018	\$76.12
200210120-02		iFIX Optn: SCADA Synchronization (M4 Part)		1	Premier	Mar 31, 2018	\$152.25
200205840-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys	ναι	1	Premier	Mar 31, 2018	\$28,44
200195475-02		IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163625-02		IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28,44
200163624-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		i	Premier	Mar 31, 2018	\$28.44
200163623-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		ł	Premier	Mar 31, 2018	\$28.44
200163622-02		keys IGS - IGS Basic Drivers for M4 keys	· · · · · · · · · · · · · · · · · · ·	1	Premier	Mar 31, 2018	\$28.44
200163621-02	OC6471GSBSCMOP	keys IGS - IGS Basic Drivers for M4 kays		1	Premier	Mar 31, 2018	\$28.44
200163620-02	OC647IGSBSCMOP	keys IGS - IGS Basic Drivers for M4		l	Premier	Mar 31, 2018	\$28.44
200163619-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4		l	Premier	Mar 31, 2018	\$28.44
200163618-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163617-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163616-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		l	Premier	Mar 31, 2018	\$28.44
200163615-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163614-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		L L	Premier	Mar 31, 2018	\$28.44
200163613-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys	,	1	Premier	Mar 31, 2018	\$28.44
200163612-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163611-02		IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163610-02	· · · · · · · · · · · · · · · · · · ·	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163609-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200163608-02	OC6471GSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44
200154690-02	OC647IFFDTPM	iFIX Optn: Fix Desktop (M4 Part)		1	Premier	Mar 31, 2018	\$14.52
200154689-02	OC647IGSBSCMOP	IGS - IGS Basic Drivers for M4 keys		1	Premier	Mar 31, 2018	\$28.44

IF58PDUNLEN					Renewal Date	
	iFix v5.8 Plus Development Unlimited Points English		1	Premier	Mar 31, 2018	\$401.9
IF58PDUNLEN	iFix v5.8 Plus Development Unlimited Points English		1	Premier	Mar 31, 2018	\$401.9
IF58PDUNLEN	iFix v5.8 Plus Development Unlimited Points English		E	Premier	Mar 31, 2018	\$401.9
IF58PDUNLEN	iFix v5.8 Plus Development Unlimited Points English		I	Premier	Mar 31, 2018	\$401.9
		TOTAL	4	1	Mar 31, 2018	\$1,607.9
-	IF58PDUNLEN	IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English     IF58PDUNLEN   iFix v5.8 Plus Development     IF58PDUNLEN   iFix v5.8 Plus Development	IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English	IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1	IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1   Premier     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1   Premier     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1   Premier     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   1   Premier	IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   I   Premier   Mar 31, 2018     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   I   Premier   Mar 31, 2018     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   I   Premier   Mar 31, 2018     IF58PDUNLEN   iFix v5.8 Plus Development Unlimited Points English   I   Premier   Mar 31, 2018

Total: \$30,208.43

Send Purchase Order and/or Correspondence to: GE Intelligent Platforms, Inc. [Digital] 325 Foxborough Blvd Foxborough, MA 02035 United States

ATTENTION: Please do not fax or email any export controlled technical data to these fax numbers or email addresses

This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.

This order is expressly conditioned upon Customer's acceptance of the attached GE Terms and Conditions. GE Intelligent Platforms [Digital] is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE's terms attached hereto. GE's failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE's terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

	Remit Payment Only To:	Summary string	Quotc #	BM1Q-09132017-195911
ee			Quote Date	Sep 13, 2017
00)	By Electronic: Bank of America Account No# 4451132895		Expiration Date	Dec 31, 2017
	ABA: 111000012		Quote Revision	1
	SWIFT: BOFAUS3N Beneficiary: GE Intelligent Platforms, Inc.[Digital]			
	1400 Best Plaza Dr			
	RICHMOND VIRGINIA, 23227 United States			
Primary SalesPerson Jill Healey			Currency	USD
Primary Sales Email jill.healey@ge.com	Bill To:	End User:	Customer RI <sup>F</sup> Q	
Primary Sales Phone	AUSTIN WATER UTILITY PO BOX 1088	AUSTIN WATER UTILITY PO BOX 1088		
	AUSTIN, TX 78767-0000	AUSTIN, TX 78767-0000		
Inside Sales Person Nancy Bickling	US	US		
Inside Sales Email nancy.bickling@ge.com	Bill To CSN: 10176800	End User CSN: 10176800		
Inside Sales Phone 434-978-6059				

## **Detailed Report:**

Total: \$30,208.43

Send Purch	ase Order and/or Correspondence to:
GE Intellige	nt Platforms, Inc. [Digital]
325 Foxbord	ough Blvd
Foxborough	, MA 02035
United State	25

ATTENTION: Please do not fax or email any export controlled technical data to these fax numbers or email addresses

This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.

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This order is expressly conditioned upon Customer's acceptance of the attached GE Terms and Conditions. GE Intelligent Platforms [Digital] is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE's terms attached hereto. GE's failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE's terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.



#### Amendment No. 2 to Contract No. NS150000046 for GE Proficy Globalcare SCADA Software Maintenance and Support between GE Intelligent Platforms, Inc. and the City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 1, 2017 though December 31, 2017. No options remain.
- 2.0 The total contract amount is increased by \$95,327.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	<b>Total Contract Amount</b>
Initial Term:		
01/01/2015 - 12/31/2015	\$93,639.00	\$93,639.00
Amendment No. 1: Option 1		
Administrative Change – Term of Contract		
01/01/2016 - 12/31/2016	\$92,551.00	\$186,190.00
Amendment No. 2: Option 2	5. C	
01/01/2017 - 12/31/2017	\$95,327.00	\$281,517.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

lastin-Bran 1-21-16 12/12/2016 Sign/Date: Sign/Dat Jeff Bartoletti

Printed Name: Jeff Bartolet Authorized Representative

GE IntelligentPlatforms, Inc. Route 29 North & Route 606 Charlottesville, Virginia 22991 (434) 978-5000

Linell Goodin-Brown Contract Compliance Supervisor

City of Austin Purchasing Office 124 W. 8<sup>th</sup> Street, Ste. 310 Austin, Texas 78701



1.0 The City hereby modifies the contract by replacing Section 4.1, Term of Contract with the following:

The Contract shall be in effect on January 1, 2015 for an initial term of 12 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval fo the Contractor and the City Purchasing Officer or his designee.

Initial Contract Term:	01/01/15 - 12/31/15
Extension Option 1:	01/01/16 – 12/31/16
Extension Option 2:	01/01/17 – 12/31/17

- 2.0 The City hereby exercises extension option 1. The term for this extension option is January 1, 2016 to December 31, 2016. There is one remaining extension option.
- 3.0 The total contract amount is increased by \$92,551 for extension option 1.
- 4.0 The total Contract authorization is recapped below:

Term		Action Amount	Total Contract Amount
Initial Term:	01/01/15-12/31/15	\$93,639.00	\$93,639.00 (already paid)
Amendment No. Administrative C (1/1/16-12/31/16	hange – Term of Contract	\$92,551.00	\$186,190.00

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the abovereferenced contract. Signature & Date:

Willin

Printed Name: <u>Wes\_Chappell</u> Authorized Representative

GE Intelligent Platforms, Inc.

Signature & Date:

Printed Name: Elisa Folco Corporate Contract Administrator

City of Austin



City of Austin

Purchasing Office, Financial Services Department P.O. Boz 1088, Austin, TX 78767

September 21, 2015

GE Intelligent Platforms, Inc. Adam J. Michael Contract Manager 2500 Austin Drive Charlottesville, VA 22911 Adam.micheal@ge.com

Dear Adam J. Michael:

The Austin City Council approved the execution of a contract with your company for GE Proficy Global Care SCADA Software Support and Maintenance for Austin Water in accordance with the referenced solicitation.

Responsible Department:	Austin Water Department
Department Contact Person:	Brian Bowling
Department Contact Email	Brian.Bowling@austintexas.gov
	bhan.bowling@auslintexas.gov
Address:	
Department Contact Telephone:	512-972-4172
Project Name:	GE Proficy Global Care SCADA Software Support
	and Maintenance
Contractor Name:	GE Intelligent Platforms, Inc.
Contract Number:	MA 5600 NS150000046
Contract Period:	September 21, 2015 to September 20, 2016
Dollar Amount	\$92,551 for the initial 12-months, total NTE of
	\$281,517
Extension Options:	One 12-month extension option
Requisition Number:	RQM 5600 1509110521
Solicitation Type & Number:	Sole Source
Agenda Item Number:	40
Council Approval Date:	August 20,2015

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

= out th Sincerely

Jonathan Harris Senior Buyer Specialist



# City of Austin

Purchasing Office, Financial Services Department P.O. Boz 1088, Austin, TX 78767

City of Austin Purchasing Office

cc: Gary Quick

#### CONTRACT BETWEEN THE CITY OF AUSTIN AND GE INTELLIGENT PLATFORMS, INC. FOR GE PROFICY GLOBALCARE SCADA SOFTWARE MAINTENANCE AND SUPPORT

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and GE Intelligent Platforms, Inc. ("Contractor"), having offices at 2500 Austin Drive, Charlottesville, VA 22911.

#### SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 <u>Engagement of the Contractor</u>. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.
- 1.2 <u>Responsibilities of the Contractor</u>. The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the Scope of Work identified in Section 2. In the event that the need arises for the Contractor to perform services beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.
- 1.3 <u>Responsibilities of the City</u>. The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.
- 1.4 <u>Designation of Key Personnel</u>. The Contractor's Contract Manager for this engagement shall be Adam J. Michael, Phone: 734-707-4172, Email: adam.michael@ge.com. The City's Contract Manager for the engagement shall be Brian Bowling, Phone: (512) 972-0430, Email: brian.bowling@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

#### SECTION 2. SCOPE OF WORK.

- 2.1 <u>Contractor's Obligations.</u> The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2.2 <u>Tasks. In order to accomplish the work described herein, the Contractor shall perform each of the</u> <u>following tasks:</u> <u>Contractor will provide the maintenance services pursuant to the terms and conditions of</u> <u>Contractor's "Proficy GlobalCare Support Terms and Conditions", attached hereto as Exhibit A</u> (hereinafter "GlobalCare Terms".)

2.3 Sites. A list of the Sites where the Application Software is located is attached hereto as Exhibit B.

#### SECTION 3. COMPENSATION:

3.1 <u>Contract Amount</u>. The Contractor will be paid an amount not-to-exceed \$93,639 for the initial 12 month contract term, an amount not-to-exceed \$92,551 for extension option 1 and an amount not-to-exceed

\$95,327 for extension option 2, for a total contract amount not-to-exceed \$281,517. Timely payment of the applicable yearly service fee, as provided in Section 3.3 below, shall extend Support Services for a renewal term. If payment is not received as set forth herein, Support Services will be terminated, and the City will be placed on inactive status. The City may reactivate Support Services thereafter by paying a re-instatement fee.

### 3.2 Invoices

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

#### 3.3 Payment

3.3.1 Charges for each term or renewal term of support are due upon commencement of any term or renewal and all proper invoices received by the City will be paid within thirty (30) calendar days of the date of the invoice.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.4 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 <u>Non-Appropriation</u>. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

#### SECTION 4. TERM AND TERMINATION

- 4.1 <u>Term of Contract</u>. The Contract shall be in effect for an initial term of 12 months, effective on the date executed by the City ("Effective Date") and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- 4.2 <u>Right To Assurance</u>: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 4.3 <u>Default</u>: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 4.4 <u>Termination For Cause</u>: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years.
- 4.5 <u>Termination Without Cause</u>: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall not be entitled to any refund of amounts paid to Contractor.
- 4.6 Support Services hereunder shall automatically terminate in the event the License Agreement is terminated.

#### SECTION 5. OTHER DELIVERABLES

#### 5.1 Equal Opportunity

5.1.1 Equal Employment Opportunity: No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 Americans With Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

## 5.2 Delays:

5.2.1 With the exception of the City's payment obligations hereunder, neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such event, a conference will be held within three (3) business days, or as soon as reasonably possible, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

#### SECTION 6. WARRANTIES

<u>Warranty – Services</u>: Contractor's warranty is set forth in the Proficy GlobalCare Complete Support Terms and Conditions attached as Exhibit B.

#### SECTION 7. MISCELLANEOUS

#### 7.1 Indemnity:

7.1.1 Definitions:

7.1.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.1.1.1.1 damage to or loss of the property of any third party; and/or;

7.1.1.1.2 death or bodily injury to third parties.

7.1.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.1.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.2 <u>Notices</u>: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

To the Contractor: GE Intelligent Platforms, Inc.

City of Austin, Purchasing Office

ATTN: Elisa Folco, Contract Administrator

P O Box 1088

Austin, TX 78767

ATTN: Adam J. Michael, Contract Manager 5625 Fm 1960 Rd W Houston, TX 77069-4207

7.3 Confidentiality: As used in this Contract, "Confidential Information" shall mean any and all technical or business information furnished or disclosed, in whatever form or medium, by or on behalf of one party to the other party including, but not limited to product or service specifications, designs, drawings, prototypes, computer programs, models, business plans, marketing plans, financial data, financial statements, financial forecasts and statistical information. Confidential Information disclosed by either party fo the other party hereunder may be in written form or it may be electronically, orally or visually presented. If in written form, it shall be identified as Confidential Information by an appropriate legend indicating tis proprietary or confidential nature. If disclosed orally or visually, it shall be identified by the Disclosing Party as Confidential Information at the time of the disclosure and shall be confirmed as such by written summary mailed to the receiving partying within thirty (30) days after the original disclosure. In the course of this Contract, each Party may require access to certain of the other Party's and/or its licensors' Confidential Information. The receiving party ("Receiving Party") acknowledges and agrees that the other Party's and/or its licensors' ("Disclosing Party") Confidential Information is the valuable property of the Disclosing Party and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the Disclosing Party. The Receiving Party (including its employees, subcontractors, agents or representatives) agrees that for a period of five (5) years after the receipt of Confidential Information, it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the Disclosing Party or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Receiving Party promptly notifies the Disclosing Party before disclosing such information so as to permit the Disclosing Party reasonable time to seek an appropriate protective order. The Receiving Party agrees to use protective measures no less stringent than the Receiving Party uses with its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. The obligations of each party as set forth in this Contract shall not apply to any information which:

i. Has become generally available in the public domain without the breach of this Contract;

ii. The Receiving Party can establish by written documentation that it was in its possession prior to disclosure pursuant to this Contract;

iii. The Receiving Party can establish by written documentation that it was independently developed;

iv. The Disclosing Party has disclosed to a third party without restriction;

v. The Receiving Party has received from a third party who is properly in possession thereof and who has not received the same through an agreement with the other party to maintain such information in confidence; or

vi. Is disclosed by the Receiving Party pursuant to the Disclosing Party's written approval.

vii. The Receiving Party is compelled to release by law or in the course of litigation by a third party, provided that the receiving party provides the disclosing party with written notice of such compulsion sufficiently in advance of disclosure so as to provide the disclosing party a reasonable time period to seek a protective order.

- 7.4 <u>Advertising</u>: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.5 <u>No Contingent Fees</u>: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available,

to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

- 7.6 <u>Gratuities</u>: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract.
- 7.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The holding of shares of stock in Contractor by any officer, employees, independent contractor or elected official of the City shall not constitute holding of a financial interest, direct or indirect, in this Contract.
- 7.8 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.9 <u>Assignment-Delegation</u>: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 7.10 <u>Waiver</u>: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.11 <u>Modifications</u>: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 7.12 Interpretation: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

#### 7.13 Dispute Resolution

7.13.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a

lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

#### 7.14 MBE/WBE Procurement Program

7.14.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

The City has determined that no goals are appropriate for this Contract. Even though no goals have been established for this Contract, the Contractor will comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C, and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

#### 7.15 Subcontractors. Contractor shall not subcontract any of the services.

- 7.16 Jurisdiction And Venue: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 7.17 <u>Invalidity</u>: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 7.18 <u>Survivability of Obligations:</u> All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
- 7.19 <u>Non-Suspension or Debarment Certification:</u> The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

GE INTELLIGENT PLATFORMS, INC.

By:\_\_\_ Signature

Name: \_\_\_\_\_ James Walsh Printed Name

President & General Manager GE Intelligent Platforms Software Title:

Date: September 18, 2015

CITY OF AUSTIN B Signature

Name:

Printed Name

<u>en lan Narreis</u> ne Austrien Specialist Title: \_\_\_\_\_

Date:

## List of Exhibits

- Exhibit A Offer
- Exhibit B GE Intelligent Platforms Terms and Conditions for GlobalCare
- Exhibit C GlobalCare Support Terms and Conditions
- Exhibit D Non Discrimination Certification

# Exhibit A Offer



Remit Payment Only To: GE Intelligent Platforms, Inc. P.O. Box 641275 Pittsburgh, PA 15264-1275

Quote No.	Quote Dote	Rev	Prepared by
1-4266427531	4/29/2015	2	Michael, Adam

Send Purchase Order and/or Correspondence to:

GE intelligent Platforms, Inc. c/a: Gray Matter Systems 5625 Fm 1960 Rd W, Houston TX, 77069-4207 USA

Tel.:1-800-433-2682 (+434-978-5100) Fox	:780-420-2047					
Austin Water Utility	namen and after a success a success and a success of the second success of the second second second second second	Austin Woter Utility				
PO Box 1088		PO Box 1088				
AUSTIN TX, 78767 USA		AUSTIN TX, 78767 USA				
Bill to Contact.		End User Contact:	Quick, Gory			
Bill to CSN 10176800		End User CSN: 10176800				
Quote Ex	<pre> kpiry</pre>	Cu	irrency			
6/30/20	15	USD				
Sales Repres	entative	Primary Sales Representative				
Gray Matter Systems	- Gulf States	Micho	lichoel, Adam			
akin alay istatesi	Putabaranju	<u></u>	United and	0)y	230000000	
	re Complete Support for Proficy Soft Period: 1/1/2015 through 12/31/2015		USD 93,638.97	1	USD 93,638.97	
	Extension Options: Two (12)	•	ote Total:		USD 93,638,97	
	re Complete Support for Proficy Soft Period: 1/1/2016 through 12/31/2016		USD 92,550.60	1	USD 92,550.60	
	e Support Investment will be the sum rate proposal. GEIP will notify the City					
	re Complete Support for Proficy Soft Period: 1/1/2017 through 12/31/2017		USD 95327.12	1	USD 95,327.12	

City of Austin's total GlobalCare Support investment will be the sum of GlobalCare fees for existing licenses under line 3, plus GlobalCare fees for new icenses purchased in 2015 and 2016 under separate proposal. GEP will notify the City at least seventy-five (75) days in advance if additional fees will apply

# GlobalCore Pricing Breakdown per Site

516	200	illenevel	Year	2 Extension	Y∈50	alestension
Davis	\$	6,215.30	\$	5,430.34	\$	5,593.25
Hornsby Bend	5	5,671.19	\$	5,841,33	\$	6,016 57
SAR	\$	13,049.39	5	13,440.87	\$	13,844.09
uikich	5	24,487.87	\$	24,605.32	5	25,343.48
Waller Creek	5	7,135.98	\$	6,449.44	\$	6,542.92
Walnut Creek	5	9,712.40	5	10,003.77	5	10,303.88
WTP4	5	27,365.84	\$	26,779,53	s	27,582.92
imel	15	98,638,97	s	92,550.60	ŝ	95,327,12

Quote Totol (3 Years):

USD 281,516,69

## Please refer to Appendix B for Product Pricelist

This quotation does not include any freight charges or applicable taxes, This Order is expressly conflicined upon Quitorner's acceptance of the stacked terms and Conflicions for Global Care, GE Intelligent Platforms, Inc. is not bound by any terms on Quitorner's order which attempt to impose any conflicined upon Quitorner's terms of Barthard terms and Conflicions for Global Care, GE Intelligent Platforms, Inc. is not bound by any terms on Quitorner's order which attempt to impose any conflicine at versions conflicted in any of Quitorner's failures to object to prove construct on any of Quitorner's forms after not be deemad an acceptance of any of Quitorner's terms or a version of GE Intelligent Platforms, Inc.'s terms and conditions which shell constitute the online statement of the agreement between the partices

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				rinii 7. 1975: Explicit	(6) HI	an trais an ann an Anna
1 WALLER CREEK CENTER	100074124 Standard	Security Key - Parallel	\$0.00	50.00	50.00	- 1640 (a) \$0.00
1.1 WALLER CREEK CENTER	100074124 Standard	IFIX Plus SCADA Pak Unlimited Developer Ver 3.5	\$12,229.00	\$1,351.30	\$1,391.84	\$1,433.60
2 WALLER CREEK	1000\$7051 Standard	Security Key - USB	\$0.00	\$0.00	\$0.00	\$0.00
2.1 WALLER CREEK	100097051 Standard	IFIX Plus SCADA Pak Unlimited Developer Ver 3.5	\$12,229.00	\$1,351.30	\$1,391.84	\$1,433.60
3 ULLRICH WTP	100105094 Standard	Security Key - Paraliel	\$0.00	\$0.00	\$0.00	\$0.00
3.1 ULLRICH WTP	100105094 Standard	iFIX IClient Developer Ver 3.5	\$5,158.00	\$569.96	\$587.06	\$504.57
1.1.1 ULLRICH WTP	100105094 Standard	IFIX Option: Fix Desktop	\$369.00	\$40,77	\$42.00	\$43.26
	and the second					
4 SAR WWTP	100115024 Standard	Security Key – USB	\$0.00	\$0.00	\$0.00	\$0.00
4.1 SAR WWTP	100115024 Standard	IFIX IClient Runtime Ver 3.5	\$3,095.00	\$342.DO	\$352.26	\$362.83
	200001281 Standard	Keyless Disk (M4)	\$0.00	\$0.00	\$0.00	\$0.00
5 Davis WTP 5.1 Davis WTP	200001281 Standard	FIX iClient Read Only 5 PK Keyless (M4 Part)	\$6,139,00	\$1,622.49	\$698.71	5719.67
2.1 Days wir		The faith frame only 3 th keyess (friet fait)	<i>20,133,00</i>	\$1,022.45	3030.11	J/ 1J.U
6 WALNUT CREEK WWTP	200032385 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
6.1 WALNUT CREEK WWTP	200032385 Standard	(FIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	5863.63
5.1.1 WALNUT CREEK WWTP	200032385 Standard	iFIX Optn: SCADA Synchronization (M4 Part)	\$3,859.00	\$426.42	\$439.21	\$452.39
6.2 WALNUT CREEK WWTP	20003Z385 Standard	MBE:Modicon Modbus Ethernet 7X	\$739.00	\$81.66	\$84.11	\$86.6
7 WALNUT CREEK	200032386 Backup	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
7.1 WALNUT CREEK	200032386 Backup	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$3.683.50	\$407.03	5419.24	\$431.61
7.1.1 WALNUT CREEK	200032386 Backup	IFIX Optn: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	\$219.61	\$226.15
7.2 WALNUT CREEK	200032386 Backup	MBE:Modicon Modbus Ethernet 7X	\$369.50	\$40.83	\$42.05	\$43.32
	N AND SOUTH AND A CONTRACTOR	and the second			n situine rinnenti	
8 WALNUT CREEK WWTP	200032387 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
8,1 WALNUT CREEK WWTP	200032387 Standard	FIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
3.1.1 WALNUT CREEK WWTP	200052387 Standard	IFIX Optic SCADA Synchronization (M4 Part)	\$3,859.00	\$425.42	\$439.21	\$452.39
8.2 WALNUT CREEK WWTP	200032387 Standard	MBE:Mookon Modbus Ethernet 7X	\$739.00	\$81.66	\$84.11	\$86.63
9 WALNUT CREEK WWTP	200032388 Backup	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
9.1 WALNUT CREEK WWTP	200032385 Backup	FIX Plus SCADA Unimited Runtime (M4 Part)	\$3,683.50	\$407.03	5419.24	\$431.81
1.1.1 WALNUT CREEK WWTP	200032388 Backup	FIX Optn: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	5219.61	\$226.15
9.2 WALNUT CREEK WWTP	200032388 Backup	M8E:Modicon Modbus Ethernet 7X	\$369.50	\$40.83	\$42.05	\$43.32
10 WALNUT CREEK WWTP	200032385 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00

# Appendix A: Covered Assets

10 WALNUT CREEK WWTP 10 WALNUT CREEK WWTP	200032389 Standard 200032389 Standard	MBE:Modicon Modbus Ethernet 7X IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$739.00 \$7,367.00	\$81.66 \$814.05	\$84.11 \$838.48	\$86.63 \$863.63
11 ULLRICH WTP	200047867 Backup	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
11 ULLRICH WTP	200047867 Backup	(FIX Plus SCADA Unlimited Development (M4 Part)	\$5,094.50	\$562.94	\$579.83	\$597.23
11.1. ULLRICH WTP	200047857 Backup	IFIX Optn: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	\$219.61	\$226.19
11.1. ULLRICH WTP	200047867 Backup	iFIX Optn: Flx Desktop (M4 Part)	\$184.00	\$20.33	\$20.94	\$21.57
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12 SAR WWTP	200047869 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
12 SAR WWTP	200047869 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.56	\$1,194.45
12.1. SAR WWTP	200047859 Standard	FIX Optn: SCADA Synchronization (M4 Part)	\$3,859.00	\$426.42	\$439,21	\$452.39
13 ULLRICH WTP	200047870 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
13 ULLRICH WTP	200047870 Standard	iFiX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
13.1. ULLRICH WTP	200047870 Standard	iFIX Optin: Fix Desktop (M4 Part)	\$368.00	\$40.66	\$41.88	\$43.14
13.1. ULLRICH WTP	200047870 Standard	iFIX Optin: SCADA Synchronization (M4 Part)	\$3,859.00	\$426.42	\$439.21	\$452.39
	201047010 01014010		\$5,035.00	<u> </u>	<i>433</i> ,22	0402.00
14 WALNUT CREEK WWTP	200047871 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
14 WALNUT CREEK WWTP	200047871 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
14.1. WALNUT CREEK WWTP	200047871 Standard	IFIX Optn: SCADA Synchronization (M4 Part)	\$3,859.00	\$425,42	\$439.21	\$452.39
15 WALNUT CREEK WWTP	200047873 Backup	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
15 WALNUT CREEK WWTP	200047573 Backup	IFIX Plus SCADA Unlimited Development (M4 Part)	\$5,094.50	\$562.94	\$579.83	\$597.23
15.1. WALNUT CREEK WWTP	200047873 Backup	iFIX Opin: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	\$219.61	\$226.19
	에 집에 다 나는 것을 알았는 것을 했다.				ender die bestel	
16 Davis WTP	200047874 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
16 Davis WTP	200047874 Standard	iFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194,45
16.1. Davis WTP	200047874 Standard	iFIX Optn: SCADA Synchronization (M4 Part)	\$3,859.00	\$426.42	\$439.21	\$452.39
1.11、11日、1月1日、1月1日、1月1日、1月1日、1月1日、1月1日、1			<u> </u>			
17 Davis WTP	200047875 Backup	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
17 Davis WTP	200047875 Backup	IFIX Plus SCADA Unilmited Development (M4 Part)	\$5,094.50	\$562.94	\$575.83	\$597.23
17.1. Davis WTP	200047875 Backup	iFIX Optn: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	\$219.61	\$226.19
18 HORNSBY BEND BMP	200047877 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
18 HORNSBY BEND BMP	200047877 Standard	iFIX Plus SCADA Unlimited Development (M4 Part)	\$0.00 \$10,189.00	\$0.00 \$1,125.88	\$0.00 \$1.159.66	\$0.00 \$1,194.45
18.1. HORNSBY BEND BMP	200047877 Standard	IFIX Optn: Fix Desktop (M4 Part)	5358.00	\$1,125.88 \$40.66	541.88	\$43.14
18.1. HORNSBY BEND BMP	200047877 Standard	IFIX Optit: FX Desktop (WH Fait) IFIX Optit: SCADA Synchronization (M4 Part)	\$3,859.00	\$425.42	\$439.21	\$452.39
	2000-118/11 3/8/108/5			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
19 HORNSBY BEND BMP	200047879 Backup	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
19 HORNSBY BEND BMP	200047879 Backup	iFIX Plus SCADA Unlimited Development (M4 Part)	\$5,094.50	\$562.94	\$579.83	\$597.23
19.1. HORNSBY BEND BMP	200047879 Backup	iFIX Optn: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	\$219.61	\$226.19
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19.1. HORNSBY BEND BMP	200047879 Backup	iFIX Optn: Fix Desktop (M4 Part)	\$184.00	\$20.33	\$20.94	\$21.57
20 HORNSBY BEND BMP	200102938 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
20 HORNSBY BEND BMP	200102938 Standard	IFIX IClient Buntime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
21 SAR WWTP	200105184 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00 <sup>r</sup>
21 SAR WWTP	200105184 Standard	IFIX IClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
22 SAR WWTP	200105185 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
22 SAR WWTP	200105185 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
	200106813 Backup	Security Key - M4 US8	\$0.00	\$0.00	50.00	60.00
23 SAR WWTP	200106813 Backup	IFIX Plus SCADA Unlimited Development (M4 Part)	\$5.094.50	\$0.00 \$562.94	• • •	\$0.00
23 SAR WWTP 23.1. SAR WWTP	200106813 Backup	IFIX Parts SCADA Unlimited Development (M4 Part) IFIX Optin: SCADA Synchronization (M4 Part)	\$1,929.50	\$362.94 \$213.21	\$579.83 \$219.61	\$597.23
23.2.345 19111	TONTRANT COUNTY	Pic Opuc Schok Sylcadalaatkel (mis Party	\$1,323.30	3212.23	\$213,91	\$226.19
24 WTP4	200122981 Standard	Security Key - M4 US8	\$0.00	\$0.00	50,00	\$0.00
24 WTP4	200128981 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125,88	\$1,159,66	\$1,194.45
24.1.WTP4	200128961 Standard	FIX Optn: SCADA Synchronization (M4 Fart)	\$3,859,00	\$426.42	\$439.21	\$452.39
		en de la companya de				
25 WTP4	200128952 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
25 WTP4	200128962 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.85	\$1,159.66	\$1,194.45
25.1. WTP4	200128962 Standard	HTX Optn: SCADA Synchronization (M4 Part)	\$3,859.00	\$426.42	\$439.21	\$452.39
26 WTP4	200128983 Backup	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
26 WTP4	200128983 Backup	IFIX Plus SCADA Unlimited Development (M4 Part)	\$5,094.50	\$562.94	\$579.83	\$597.23
26.1. WTP4	200128983 Backup	IFIX Optn: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	\$219.61	\$226.19
	200124225 64-1	And the Manual Statutes	45.00			
27 Davis WTP	200138217 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
27 Davis WTP	200138217 Standard	IFIX Phys SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
28 Davis WTP	20013#218 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	50.00
28 Davis WTP	200138218 Standard	FIX ICkent Runtime (M4 Part)	\$2,578.00	5284.87	\$293.42	\$302.22
			<i><i><i>φ</i><b>κ</b><i>μισσ</i></i></i>	720-201	7155.41	
29 Davis WTP	200138219 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
29 Davis WTP	200138219 Standard	FIX (Client Runtime (M4 Part)	\$2,578.00	\$284.87	5293,42	5302.22
30 Davis	200134220 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
30 Davis	200138220 Standard	IFIX iClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
31 Davis WTP	200138221 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
31 Davis WTP	200138221 Standard	iFIX iClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22

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32 HORNSBY BEND BMP	200143388 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
32 HORNSBY BEND 8MP	200143388 Standard	IFIX IClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
33 HORNSBY BEND BMP	200143389 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
33 HORNSBY BEND BMP	200143385 Standard	iFIX iClient Rontime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
35 WALLER CREEK	200153582 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
35 WALLER CREEK	200153582 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
35.1. WALLER CREEK	200153582 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$1,133.00 \$82.06	\$84.52
				175.07	202.00	204-32
36 ULLRICH WTP	200154667 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
36 ULLRICH WTP	200154667 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
36.1. ULLRICH WTP	200154667 Standard	IFIX Optn: Fix Desktop (M4 Part)	\$368,00	\$40.65	\$41.88	\$43.14
36.1. ULLRICH WTP	200154667 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52
37 ULLRICH WTP	200154668 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
37 ULLRICH WTP	200154668 Standard	FIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
37,1. ULLRICH WTP	200154668 Standard	IFIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	541.88	\$43.14
37.1. ULLRICH WTP	200154668 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.57	\$82.06	\$84.52
38 ULLRICH WTP	200154669 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
38 ULLRICH WTP	200154669 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
38.1. ULLRICH WTP	200154669 Standard 200154669 Standard	IFIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	541.88	\$43.14
38.1. ULLRICH WTP	200124003 2080380	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52
39 ULLRICH WTP	200154670 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
39 ULLRICH WTP	200154670 Standard	IFIX iClient Development (M4 Part)	\$4,297.00	\$474.82	\$489.05	\$503.73
39.1. ULLRICH WTP	200154670 Standard	IFIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	541.88	\$43.14
40 ULLRICH	200154671 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
40 ULLRICH	200154671 Standard	iFIX Kilent Development (M4 Part)	\$4,297.00	\$474.82	\$489.06	\$503.73
40.1. ULLRICH	200154671 Standard	IFIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	\$41.88	\$43.14
41 ULLRICH WTP	200154672 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
41 ULLRICH WTP	200154672 Standard	iFIX iClient Development (M4 Part)	\$4,297.00	\$474.82	\$489.06	\$503.73
41.1. ULLRICH WTP	200154572 Standard	IFIX Optn: Fix Desktop (M4 Part)	\$358.00	\$40.66	\$41.88	\$43.14
			<b>**</b>	<b>4</b> -1		10.00
42 ULLRICH	200154573 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00 6502 77
42 ULLRICH	200154673 Standard	IFIX IClient Development (M4 Part)	\$4,297.00	\$474,82	\$489.06	\$503.73
42.1. ULIRICH	200154673 Standard	iFIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	\$41.68	\$43.14

43 ULLRICH WTP	200154674 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
43 ULLRICH WTP	200154674 Standard	IFIX ICEent Development (M4 Part)	\$4,297.00	\$474.82	\$489.06	\$503.73
43.1. ULLRICH WTP	200154674 Standard	FiX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	\$41.88	\$43.14
44 ULLRICH WTP	200154675 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
44 ULLRICH WTP	200154675 Standard	IFIX iClient Development (M4 Part)	\$4,297.00	\$474.82	\$489.06	\$503.73
44.1. ULLRICH WTP	200154673 Standard	FIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.56	\$41.88	\$43,14
45 ULLRICH	200154676 Standard	Keyless Disk (M4)	\$0.00	\$0.00	\$0.00	\$0.00
45 ULLRICH	200154676 Standard	iFIX iClient Read Only 5 PK Keyless (M4 Part)	\$6,139.00	\$678.35	\$698.71	\$719.67
45.1. ULLRICH	200154676 Standard	iFIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	\$41.88	\$43.14
46 ULLRICH WTP	200154677 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
46 ULLRICH WTP	200154677 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
46.1. ULLRICH WTP	200154677 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84,52
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47 ULLRICH	200154678 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
47 ULLRICH	200154678 Standard	iFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
47.1. ULLRICH	200154678 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.05	\$84.52
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48 ULLRICH WTP	200154679 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
48 ULLAICH WTP	200154679 Standard	iFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
48.1, ULLRICH WTP	200154679 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.05	\$84.52
49 ULLRICH WTP	200154680 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
49 ULLRICH WTP	200154680 Standard	IF(X Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$B14.05	\$838.48	\$863.63
49.1. ULLRICH WTP	200154689 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52
50 ULLRICH WTP	200154681 Standard	Security Key – M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
50 ULLRICH WTP	200154681 Standard	(FIX Plus SCADA Unlimited Rontime (M4 Part)	\$7,367.00	\$514.05	\$838.48	\$B63.63
50.1. ULLRICH WTP	200154681 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.05	\$84.52
51 ULLRICH WTP	200154582 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
51 ULLRICH WTP	200154682 Standard	FIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
S1.1. ULLRICH WTP	2001S4682 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52
52 ULLRICH	200154683 Standard	Security Key - M4 USB	\$0.D0	\$0.00	\$0,00	\$0.00
52 ULLRICH	200154683 Standard	FIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	51,159.65	\$1,194.45
52.1. ULLRICH	200154683 Standard	IG5 - IG5 Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52

53 ULLRICH 53 ULLRICH 53.1. ULLRICH	200154684 Standard 200154684 Standard 200154684 Standard	Security Key - M4 USB iFIX Plus SCADA Unlimited Development (M4 Part) IGS - IGS Basic Drivers for M4 keys	\$0.00 \$10,189.00 \$721.00	\$0.00 \$1,125.88 \$79.67	\$0.00 \$1,15 <del>9</del> .66 \$82.06	\$0.00 \$1,194,45 \$84.52
54 ULLRICH WTP	200154685 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
54 ULLRICH WTP	200154685 Standard	IFIX Plus SCADA Unlimited Development (IA4 Part)	\$10,189.00	\$1.125.88	\$1,159.66	\$1,194.45
54.1. ULLRICH WTP	200154685 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	579.67	\$82.06	\$84.52
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SS ULLRICH WTP	200154686 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
55 ULLRICH WTP	200154686 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
55.1. ULLRICH WTP	200154686 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79,67	\$82.06	\$84.52
56 ULLRICH WTP	2001\$4687 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
56 ULLRICH WTP	200154687 Standard	IFIX Plus SCADA Unimt Dev v5.8	\$10,189.00	\$1,125.88	\$1,159.66	\$1,194.45
56.1. ULLRICH WTP	200154687 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52
57 ULLRICH WTP	200154688 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
57 ULLRICH WTP	200154688 Standard	iFIX Plus SCADA 300 I/O Runtime (M4 Part)	\$4,543.00	\$502.00	\$517.06	\$532.57
57,1. ULLRICH WTP	200154688 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52
58 ULLRICH WTP	200154689 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
58 ULLRICH WTP	200154689 Standard	IFIX Plus SCADA 300 I/O Runtime (M4 Part)	\$4,543.00	\$502.00	\$\$17.06	\$532.57
58.1. ULLRICH WTP	200154689 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79,67	\$82.06	\$84.52
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59 ULLRICH WTP	200154690 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
59 ULLRICH WTP	200154690 Standard	IFIX IClient Read Only 1 PK Keyed (M4 Part)	\$1,467.00	\$162.10	\$166.97	\$171.98
59.1. ULLRICH WTP	200154690 Standard	IFIX Optn: Fix Desktop (M4 Part)	\$368.00	\$40.66	\$41.88	\$43.14
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50 SAR	200157158 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
50 SAR	200157158 Standard	FIX (Client Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
			68.00	44.44		10.00
61 WTP4	200163606 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
61 WTP4	200163608 Standard	IFIX Plus SCADA UniImited Runtime (M4 Part)	\$7,367.00	\$883,19	\$838.48	\$863,63
61.1.WTP4	200163608 Standard	KGS - IGS Basic Drivers for M4 keys	\$721.00	\$86.44	\$82.06	\$84.52
	200163609 Standard	Security Key - M4 US8	\$0.00	¢0.00	00.03	\$0.00
62 WTP4	200163609 Standard 20016360 <del>5</del> Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$0.00 \$7,357.00	\$0.00 \$883.19	\$0.00 \$838.48	\$863.63
52 WTP4	200163609 Standard	K55 - IGS Basic Drivers for M4 keys	\$721.00	\$86,44	582.06	\$84.52
62.1. WTP4	200203003 Stell(de) d	103 - 103 062/L UTIFETS IVI (114 KEYS	7721.00		202.VQ	26.000
63 WTP4	200163610 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
63 WTP4	200163610 Standard	FIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	\$838.48	5863.63
03 W114	Châtosare Sraikisin	BINTING CONTRACTOR CONTINUE (1994) BUT	00.104.10	2003.19	2030.40	2003.03

63.1.WTP4	200163610 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$86.44	\$82.06	\$84.52
64 WTP4	200163611 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0,00	\$0.00
64 WTP4	200163611 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	5238.48	\$863.63
54.1. WTP4	200163611 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$85.44	\$82,06	\$84.52
65 WTP4	200153612 Standard	Security Key - M4 US8	\$0,00	\$0.00	\$0.00	\$0.00
65 WTP4	290163612 Standard	#IX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	\$838.48	\$863.63
65.1. WTP4	200163612 Standard	KGS - IGS Basic Drivers for M4 keys	\$721.00	\$86.44	\$82.05	\$84.52
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66 WTP4	200163513 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
65 WTP4	200163613 Standard	IFIX Plus SCADA Unitmitted Runtime (M4 Part)	\$7,367.00	\$883.19	\$838.48	\$863.63
66.1. WTP4	200163613 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$85.44	\$82.06	\$84.52
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67 WTP4	200163614 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
67 WTP4	200163614 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	\$838.48	\$863.63
67.1.WTP4	200163614 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	586,44	\$82.06	\$84.52
68 WTP4	200163615 Standard	Security Key - M4 U58	\$0.00	\$0.00	\$0.00	\$0.00
68 WTP4	200163615 Standard	iFIX Plus SCADA Unitmited Runtime (M4 Part)	\$7,367.00	\$883.19	\$838.48	\$863.63
68.1. WTP4	200163615 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$85.44	\$82.06	\$84.52
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69 WTP4	200163616 Standard	Security Key - M4 USB	\$0.00	\$0. <b>00</b>	\$0.00	\$0.00
69 WTP4	200153515 Standard	HIX Plus SCADA Unikmited Runtime (M4 Part)	\$7,367.00	\$883.19	5838.45	\$863.63
69.1. WTP4	200163616 Standard	IGS - IGS literic Drivers for M4 keys	\$721.00	\$85.44	582.06	\$84.52
70 WTP4	200163517 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
70 WTP4	200163617 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	\$835.48	\$863.63
70.1.WTP4	200163617 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$86.44	\$\$2,06	\$84.52
71 WTP4	200163618 Standard	Security Key - M4 US8	\$0.00	<u> </u>		60.00
71 WIP4	200163618 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$0.00 \$883.19	\$0.00 \$838.48	\$0.00 \$863.63
71.1. WTP4	200163618 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	,	\$82.06	•
7.1. WIP4		Ind - Ind Search Intera Internets	3127700	\$85.44		\$84.52
72 WTP4	200163615 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
72 WIP4	200163619 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	\$838.48	\$863.63
72.1.WTP4	2001£3€19 Standard	K55 - IG5 Basic Drivers for M4 keys	\$721.00	\$86.44	\$82,06	\$84.52
			· · · · · · · · · · · · · · · · · · ·			
73 WTP4	200163620 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
73 WTP4	200163520 Standard	iFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	5838.48	\$863.63
73.1.WTP4	2001#3520 Standard	IG5- IGS Basic Drivers for M4 keys	\$721.00	\$25.44	\$82.06	\$84.52
		r	-	• •	•	•

74     WTP4     200154521 Standard     Security Key-M4 US8     \$0.00 <th< th=""><th></th><th></th><th></th><th></th><th>7</th><th></th><th></th></th<>					7		
TAIL WTP4   200145521 Standard   IGS - IGS Base Drivers for M4 keys   \$721.00   \$86.44   \$82.05   \$84.52     75 WTP4   200145522 Standard   Security Key - M4 US8   \$0.00   \$0.		200163621 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
75     WTP4     200163622 Standard     Security Key-M4 US8     \$0.00 <th< td=""><td></td><td>200163621 Standard</td><td>IFIX Plus SCADA Unlimited Runtime (M4 Part)</td><td>\$7,367.00</td><td>\$883.19</td><td>\$838.48</td><td>\$863.63</td></th<>		200163621 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883.19	\$838.48	\$863.63
TS WTP4     20018/8/22 Standard     IRX Plus SCADA Unilmited Runtime (M4 Part)     \$7,367.00     \$883.19     \$881.48     \$68.63       75.1. WTP4     20018/9/22 Standard     IGS - KS Baar: Drivers for M4 keys     \$721.00     \$863.44     \$82.06     \$84.52       76 <wtp4< td="">     20018/9/22 Standard     Security Key- M4 US8     \$73.67.00     \$88.44     \$82.06     \$84.52       76<wtp4< td="">     20018/9/22 Standard     IGS - KS Basc Drivers for M4 keys     \$73.87.00     \$88.44     \$82.06     \$84.52       77<wtp4< td="">     20018/9/22 Standard     IGS - KS Basc Drivers for M4 keys     \$72.100     \$88.19     \$838.48     \$86.36       77<wtp4< td="">     20018/9/24 Standard     Security Key- M4 US8     \$0.00     \$0.00     \$0.00     \$0.00       77<wtp4< td="">     20018/9/24 Standard     IGS - KS Basc Drivers for M4 keys     \$721.00     \$88.19     \$38.48     \$863.63       71. WTP4     20018/9/24 Standard     IGS - KS Basc Drivers for M4 keys     \$721.00     \$88.19     \$30.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00</wtp4<></wtp4<></wtp4<></wtp4<></wtp4<>	74.1.WTP4	200163621 Standard	IGS - IGS Base Drivers for M4 keys	\$721.00	\$86.44	\$82.06	\$84.52
TS WTP4     20018/8/22 Standard     IRX Plus SCADA Unilmited Runtime (M4 Part)     \$7,367.00     \$883.19     \$881.48     \$68.63       75.1. WTP4     20018/9/22 Standard     IGS - KS Baar: Drivers for M4 keys     \$721.00     \$863.44     \$82.06     \$84.52       76 <wtp4< td="">     20018/9/22 Standard     Security Key- M4 US8     \$73.67.00     \$88.44     \$82.06     \$84.52       76<wtp4< td="">     20018/9/22 Standard     IGS - KS Basc Drivers for M4 keys     \$73.87.00     \$88.44     \$82.06     \$84.52       77<wtp4< td="">     20018/9/22 Standard     IGS - KS Basc Drivers for M4 keys     \$72.100     \$88.19     \$838.48     \$86.36       77<wtp4< td="">     20018/9/24 Standard     Security Key- M4 US8     \$0.00     \$0.00     \$0.00     \$0.00       77<wtp4< td="">     20018/9/24 Standard     IGS - KS Basc Drivers for M4 keys     \$721.00     \$88.19     \$38.48     \$863.63       71. WTP4     20018/9/24 Standard     IGS - KS Basc Drivers for M4 keys     \$721.00     \$88.19     \$30.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00     \$0.00</wtp4<></wtp4<></wtp4<></wtp4<></wtp4<>							
YS_1_WTP4     200169622 standard     IGS - KSS Base Drivers for M4 keys     \$721.00     \$86.44     \$82.06     \$84.52       76 <wtp4< td="">     200169623 Standard     Security Key- M4 US8     \$0.00</wtp4<>	75 WTP4	200163622 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
76     WTP4     200163623     Standard     Security Key-M4 US8     \$0.00	75 WTP4	200163622 Standard	IAX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$883,1 <del>9</del>	\$838.48	\$863.63
75 WTP4     200163623 Standard     IFIX Flux SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$883.19     \$838.48     \$863.63       75 WTP4     200163623 Standard     IGS - KSS Base Drivers for M4 keys     \$721.00     \$865.44     \$82.06     \$84.52       77 WTP4     200163624 Standard     Security Key - M4 USB     \$0.00     \$	75.1. WTP4	200163622 Standard	IGS - IGS Base Drivers for M4 keys	\$721.00	\$86.44	\$82.06	\$84.52
75 WTP4     200163623 Standard     IFX Flux SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$883.19     \$83.48     \$863.63       75. WTP4     200163623 Standard     IGS - KSS Base Drivers for M4 keys     \$721.00     \$865.44     \$82.05     \$84.52       77 WTP4     200163624 Standard     Security Key - M4 USB     \$0.00     \$0				1	and the second second		
75.1.WTP4     200163623 Standard     IGS - IGS Base Drivers for M4 keys     \$721.00     \$86.44     \$82.06     \$84.52       77 WTP4     200163624 Standard     Security Key- M4 US8     \$0.00				•			• • • · · ·
77     WTP4     200163624     Standard     Security Key - M4 US8     \$0.00     \$0.	76 WTP4				,		• • • • •
77     WTP4     200163624     Standard     Security Key - M4 US8     \$0.00     \$0.	76.1.WTP4	200163623 Standard	IG5 - IGS Basic Drivers for M4 keys	\$721.00	\$85,44	\$82.06	\$84.52
77 WTP4     200163624 Standard     IFIX Plos SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$883.19     \$838.48     \$863.63       77.1. WTP4     200163624 Standard     ISS - ISS Base Drivers for M4 keys     \$721.00     \$46.44     \$12.00     \$0.0	and a second and a second day of the second second day and a second day and a second day and a second second s		-	4.4.4.4			
77.1. WTP4   200163624 Standard   IGS - IGS Basic Drivers for M4 keys   \$721.00   \$86.44   \$82.06   \$84.52     78< WTP4				• • • •			• ·
78     WTP4     2001E3625     Standard     Security Key - M4 US8     \$0.00     \$0.				•••	+	•	
78     WTP4     200183625     Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$883.19     \$838.48     \$863.63       78.1.WTP4     200179227     Standard     IGS - KSS Base Drivers for M4 keys     \$721.00     \$86.44     \$82.06     \$84.52       79     SAR     200179227     Standard     Security Key-M4 US8     \$0.00	77.1.WTP4	ZUU163624 Standard	KOS - KOS IBASC DITVETS FOR MAIKEYS	\$721.00	\$86,44	582.06	\$54.52
78     WTP4     200183625     Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$883.19     \$838.48     \$863.63       78.1.WTP4     200179227     Standard     IGS - KSS Base Drivers for M4 keys     \$721.00     \$86.44     \$82.06     \$84.52       79     SAR     200179227     Standard     Security Key-M4 US8     \$0.00	78.117704	2001 53 525 Standard	Converte Part 144 1158	<u> </u>	60.03	£0.00	50.00
78.1. WTP4     2001#3625 Standard     IGS - KGS Base Drivers for M4 keys     \$721.00     \$86.44     \$82.06     \$84.52       79 SAR     200179227 Standard     Security Key - M4 USB     \$0.00			· ·	•	• • • • •	-	•
79 SAR     2001/79227 Standard     Security Key - M4 USB     \$0.00     \$0.00     \$0.00     \$0.00       79 SAR     2001/79227 Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,357.00     \$814.05     \$838.48     \$863.63       80 SAR WWTP     2001/79228 Standard     Security Key - M4 USB     \$0.00						• • •	
79 SAR     200179227 Standard     Security Key-M4 US8     \$0.00		TOOLESGES SELDED	103 - KUS MIRC DITVETE KU, INA KEYS	\$721.00		202.00	104
79 SAR     200179227 Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$438.48     \$863.63       80 SAR WWTP     200179228 Standard     Security Key - M4 US8     \$0.00 <t< td=""><td>and the second second</td><td>200179227 Standard</td><td>Security Key - M4 USB</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></t<>	and the second	200179227 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
B0 SAR WWTP     200179228 Standard     Security Key - M4 US8     \$0.00							-
B0 SAR WWTP     200179228 Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       21 SAR WWTP     200179229 Standard     Security Key - M4 US8     \$0.00							
B1     SAR WWTP     200179229 Standard     Security Key - M4 USB     \$0.00	80 SAR WWTP	200179228 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
81 SAR WWTP     200179229 Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       82 SAR WWTP     200179230 Standard     Security Key - M4 US8     \$0.00	80 SAR WWTP	200179228 Standard	IFIX Plus SCADA Unlimited Buntime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
81 SAR WWTP     200179229 Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       82 SAR WWTP     200179230 Standard     Security Key - M4 US8     \$0.00							
82     SAR WWTP     200179230 Standard     Security Key - M4 USB     \$0.00	81 SAR WWTP	200179229 Standard	• •	• • •	• • •	•	\$0.00
82     SAR WWTP     200179230     Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       83     SAR WWTP     200179231     Standard     Security Key - M4 US8     \$0.00	81 SAR WWTP	200179229 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
82     SAR WWTP     200179230     Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       83     SAR WWTP     200179231     Standard     Security Key - M4 US8     \$0.00							
B3     SAR WWTP     200179231. Standard     Security Key - M4 U58     \$0.00							
83 SAR WWTP     200179231. Standard     iFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       84 SAR WWTP     200179232. Standard     Security Key - M4 US8     \$0.00	82 SAR WWTP	200179230 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	5863,63
83 SAR WWTP     200179231. Standard     iFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       84 SAR WWTP     200179232. Standard     Security Key - M4 US8     \$0.00		And an and a second	Conversion Mary Add SICS	¢0.00	60.00	60.00	(1)
84 SAR WWTP     200179232 Standard     Security Key - M4 US8     \$0.00				• · · · · ·	•	•	•
B4 SAR WWTP     200179232 Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       85 SAR WWTP     200179233 Standard     Security Key - M4 US8     \$0.00	TIWW RAC CO	TRATATOT STREAM	IFIA FRO JUNCA OUBLILLEO ROUTINE (MA PALLA	للدروفررد	2#1#.UJ	-9 <del>-</del> 9-9-9-	2002.03
B4 SAR WWTP     200179232 Standard     IFIX Plus SCADA Unlimited Runtime (M4 Part)     \$7,367.00     \$814.05     \$838.48     \$863.63       85 SAR WWTP     200179233 Standard     Security Key - M4 US8     \$0.00	EA SAB WAATD	200179232 Standard	Security Key - M& USR	\$0.00	\$0.00	\$0.00	50.00
85 SAR WWTP 200179233 Standard Security Key - M4 US8 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00				•	-		
				********	4021103		1
	85 SAR WWTP	200179233 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
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85 SAR WWTP	200179234 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
86 SAR WWTP	200179234 Standard	IFD: Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$\$14.05	\$838.4B	\$\$63.63
87 WALNUT CREEK WWTP	200179497 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
87 WALNUT CREEK WWTP	200179497 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
88 WALNUT CREEK	200175498 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
88 WALNUT CREEK	200175455 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838,48	\$\$53.63
89 HORNSBY BEND BMP	200179500 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
89 HORNSBY BEND BMP	200179500 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
90 HORNSBY BEND BMP	200179501 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
90 HORNSBY BEND BMP	200179501 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$814.05	\$838.48	\$863.63
91 HORNISBY BEND SIMP	200179502 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	50.00
91 HORNSBY BEND 8MP	200179502 Standard	IFIX IClient Development (M4 Part)	\$4,297.00	\$474.82	\$489.06	\$503,73
92 HORNSBY BEND BMP	200179503 Standard	Kevless Disk (M4)	\$0.00	\$0.00	\$0.00	\$0.00
92 HORNSBY BEND SMP	200179503 Standard	IFIX IClient Read Only 1 PK Keyed (M4 Part)	\$1,457.00	\$162.10	\$165.97	\$171.98
93 HORNSBY BEND SMP	200179504 Standard	Keyless Disk (M4)	\$0.00	\$0.00	\$0.00	\$0.00
93 HORNSBY BEND BMP	200179504 Standard	IFIX IClient Read Only 1 PK Keyed (M4 Part)	\$1,467.00	\$162.10	\$166.97	\$171.98
94 WALLER CREEK CENTER	200190601 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
94 WALLER CREEK CENTER	200190601 Standard	IFIX KillentTS User Base Support (M4 Part)	\$6,139.00	\$578.36	\$698.71	\$719.67
4.1. WALLER CREEK CENTER	200190601 Standard	FDUCIentTS Each Additional User (M4 Part)	\$1,474.00	\$162.88	\$167.76	\$172.80
4.1. WALLER CREEK CENTER 4.1. WALLER CREEK CENTER	200190601 Standard 200190601 Standard	iFIX iClientTS Each Additional User (M4 Part) IFIX iClientTS Each Additional User (M4 Part)	\$1,474.00 \$1,474.00	\$162.88 \$162.88	\$167.76 \$167.76	\$172.80 \$172.80
95 SAR WWTP 95 SAR WWTP	200190988 Standard 200190988 Standard	Security Key - M4 US8 (FIX Plus SCADA Unifimited Runtime (M4 Part)	\$0.00	\$0.00	\$0.00 \$838.48	\$0,00 \$863,63
33 SAR WW/IP	ADDISUSAN SLEIKLEIU	PAR PLUS SCACH UNMINICO NORRANE (MIA PART)	\$7,357.00	\$814.05	96-96-96	2002.03
96 ULLRICH WTP	200195475 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
S6 ULLRICH WTP	200195475 Standard	IFIX Plus SCADA 300 I/O Buntime (M4 Part)	\$4,543.00	\$1,019.13	\$517.06	\$532.57
6.1. ULINCH WTP	200195475 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$161.74	\$82.06	\$84,52
97 SAR WWTP	200200317 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
97 SAR WWTP	200200317 Standard	(FIX IClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22

98 SAR WWTP 98 SAR WWTP	200206318 Standard 200200318 Standard	Security Key- M4 US8 IFIX Plus SCADA Uniknited Runtime (M4 Part)	\$0.00 \$7,367.00	\$0.00 \$814.05	\$0.00 \$838.48	\$0.00 \$863.63
99 SAR WWTP	200200319 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
99 SAR WWTP	200200319 Standard	iFIX iClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
100 WALNUT CREEK WWTP	200205840 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
100 WALNUT CREEK WWTP	200205840 Standard	IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$7,367.00	\$514.05	5838.48	\$863.63
100.: WALNUT CREEK WWTP	200205840 Standard	IGS - IGS Basic Drivers for M4 keys	\$721.00	\$79.67	\$82.06	\$84.52
101 WTP4	200210120 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
101 WTP4	200210120 Standard	IFIX Plus SCADA Unlimited Development (M4 Part)	\$10,189.00	\$1,125.88	\$1,159. <del>6</del> 6	\$1,194.45
101,:WTP4	200210120 Standard	IFIX Optn: SCADA Synchronization (M4 Part)	\$3,859.00	\$426.A2	\$439.21	\$452.39
102 WTP4	200210121 Backup	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
102 WTP4	200210121 Backup	IFIX Plus SCADA Unlimited Development (M4 Part)	\$5.094.50	\$562.94	\$579.83	\$597,23
10Z.:WTP4	200210121 Backup	IFIX Optn: SCADA Synchronization (M4 Part)	\$1,929.50	\$213.21	\$219.61	\$226.19
	Corrent Correspondence			****	****	2220.13
103 WTF4	200210122 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
103 WTP4	200210122 Standard	IFIX Klient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302,22
104 WTP4	200210123 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
104 WTP4	200210123 Standard	iFIX iClient Runtime (M4 Part)	\$2,578.00	528 <u>4.8</u> 7	\$293.42	\$302.22
					<u></u>	<u></u>
105 WTP4	200210124 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
105 WTP4	200210124 Standard	FIX IClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293 <i>.</i> 42	\$302.22
106 WTP4	200210125 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
105 WTP4	200210125 Standard	IFIX IClient Runtime (M4 Part)	\$2,578.00	\$0.50 \$2 <b>84,8</b> 7	\$293.42	\$302.22
100 ////				-74-14-1		
107 WTP4	200210126 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0,00	\$0.00
107 WTP4	200210126 Standard	iFiX iClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -						
106 WTP4	200210127 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
108 WTP4	200210127 Standard	iFIX iClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
109 WTP4	200210128 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
109 WTP4	200210128 Standard	IFIX iClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
110 WTP4	200210129 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
110 WTP4	200210129 Standard	Fix Klient Runtime (M4 Part)	\$0.00 \$2,578.00	\$0.00 \$284.87	\$0.00 \$293.42	\$302.22
AAV 171179	-24-14-10-44-3 -3C8140-44-0	a waren manung liste can h	<i>\$4,578.</i> 00	3404.d/	3723.4%	2302.22

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111 WTP4	200210130 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
111 WTP4	200210130 Standard	iFIX iClient Runtine (M4 Part)	\$2,578.00	\$284,87	\$293.42	\$302.22
112 WIP4	200210131 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
112 WTP4	200210131 Standard	iFIX iClient Russline (M4 Part)	\$2,578.00	\$284.87	\$2 <del>93</del> .42	\$302.22
113 WTP4	200210132 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0,00
113 WTP4	200210132 Standard	IFIX IClient Runtime (M4 Part)	\$2,578.00	\$284,\$7	\$293.42	\$302.22
114 WTP4	200210133 Standard	Security Key - M4 USB	\$0,00	\$0.00	\$0.00	\$0.00
114 WTP4	200210133 Standard	iFIX IClient Runtime (M4 Part)	\$2,578.00	\$284.87	\$293.42	\$302.22
115 WTP4	200210134 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
115 WTP4	200210134 Standard	IFIX IClient Runtime (M4 Fart)	\$2,578.00	\$284.87	\$293.42	\$302.22
116 WALLER CREEK CENTER	200210300 Standard	Security Key - M4 USB	\$0.00	\$0.00	\$0.00	\$0.00
116 WALLER CREEK CENTER	200210300 Standard	Proficy Webspace Single Product IFIX Client	\$1,545.00	\$296.54	\$175.84	\$181.12
116.: WALLER CREEK CENTER	200210300	Proficy Webspace Single Product IFIX Client	\$1,545.00	\$296.54	\$175.84	\$181.12
116.: WALLER CREEK CENTER	200210300	Proficy Webspace Single Product iFIX Client	\$1,545.00	\$296.54	\$175.84	\$181.12
116.: WALLER CREEK CENTER	200210300	Proficy Webspace Single Product IFIX Client	\$1,545.00	\$296.54	\$175.84	\$181.12
116.: WALLER CREEK CENTER	200210300	Proficy Webspace Single Product WIX Client	\$1,545.00	\$296.54	\$175.84	\$181.12
116.: WALLER CREEK CENTER	200210300	iFIX iCRent Read Only 1 PK Keyed (M4 Part)	\$1,467.00	\$281_57	\$166.97	\$171.9#
115.: WALLER CREEK CENTER	200210300 Standard	Proficy Webspace Single Product iFIX Client	\$1,545.00	\$296.54	\$175.84	\$181.12
117 SAR WWTP	200222428 Standard	Security Key - M4 US8	\$0.00	\$0.00	\$0.00	\$0.00
117 SAR WWTP	200222428 Standard	IFIX ICSent Run v5.8	\$2,571.00	\$284.\$7	\$293.42	\$302.22

# \$ 97,017.00 \$ 92,550.60 \$ 95,327.12

# APPENDIX B

APPENDIX B		
GE Intelligent Platforms Pricelist Presingenetseningten		
IFIX IClient Read Only 5 PK Keyless (M4 Part)	<u>अपन</u> \$	<u>93782</u> 6,139.00
IFIX Plus SCADA Unlimited Runtime (M4 Part)	\$	7,367.00
IFIX Optn: SCADA Synchronization (M4 Part)	\$	3,859.00
MBE:Modicon Modbus Ethernet 7X	\$	739.00
IFIX Plus SCADA Unlimited Runtime (M4 Part) (Back Up)	\$	3,683.50
IFIX Optn: SCADA Synchronization (M4 Part) (Back Up)	\$	1,929.50
MBE:Modicon Modbus Ethernet 7X (Back Up)	\$	369.50
IFIX Plus SCADA Unlimited Development (M4 Part) (Back up)	\$	5,094.50
iFIX Optn: Fix Desktop (M4 Part) (Back Up)	\$	184.00
iFIX Optn: Fix Desktop (M4 Part)	\$	368.00
IGS - IGS Basic Drivers for M4 keys	\$	721.00
iFIX iClient Development (M4 Part)	\$	4,297.00
iFIX Plus SCADA Unimt Dev v5.8	\$	10,189.00
IFIX Plus SCADA 300 I/O Runtime (M4 Part)	\$	4,543.00
iFIX iClient Read Only 1 PK Keyed (M4 Part)	\$	1,467.00
iFIX iClientTS User Base Support (M4 Part)	\$	6,139.00
iFIX iClientTS Each Additional User (M4 Part)	\$	1,474.00
Proficy Webspace Single Product iFIX Client	\$	1,545.00
iFIX iClient Run v5.8	\$	2,578.00
FIX iClientTS On SCADA v5.8	\$	1,700.00

# Exhibit **B**

# GE Intelligent Platforms Terms and Conditions for GlobalCare\*

The sale of any GlobalCare services therein "Product") is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in Customer's purchase order or similar communication are objected to and will not be binding upon the GE intelligent Platforms business providing the Product, whether GE intelligent Platforms, Inc. or its subsidiory (hereinafter "GE"), unless specifically agreed to in writing by GE's authorized representative. Authorization by Customer, whether written or oral, to furnish Product will constitute acceptance of these terms and conditions.

## 1 Complete Agreement

1.1 These terms and conditions and any other terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, recision, waiver or other change will be binding on GE unless agreed to in writing by GEs authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE. The invalidity, in whole or part, of any of the foregoing sections or paragraphs of the contract will not affect the remainder of such article or paragraph or any article or paragraph of the contract.

1.2 In addition to these Terms and Conditions, the appendices shall apply as follows: (a) the GlobalCore Support Terms and Conditions attached hereto as Appendix A shall apply to the provision of any software maintenance support.

## Z Warronty.

2.1 Services. GE warrants that services performed will conform to any specifications agreed to by the parties in writing and be performed in a manner consistent with standard commercial practices in the industry. If any failure to meet this warranty appears within ninety (90) days from completion of the services, as applicable, GE will correct any such failure by reperforming any defective partian of the services furnished. If reperformance is not practicable, GE will furnish without charge services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance.

2.2 <u>Conditions of Warranty.</u> The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use and maintenance of the Product, the proper design and configuration of the system into which the Product is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect and (ii) Customer promptly notifying GE of any defects and, as required, promptly making any personnel, Software or computer systems available.

2.3 THE WARRANTIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GE DOES NOT WARRANT ANY EQUIPMENT, SOFTWARE OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED. The worronty remedies set forth herein provide the exclusive remedies for oil claims (except as to title) based on failure of, or defect in, Product provided hereunder, whether the failure or defect orises before or during the worronty period, and whether o claim, however instituted, is based on controct, indemnity, warronty, tort Encluding negligence), strict liability or otherwise. Upon the expiration of the applicable worronty period, all such liability shall terminate.

## 3 Intellectual Property.

3.1 GE shall retain exclusive rights to its Products, intellectual property rights (including copyrights, trademarks, potents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Custamer. GE shall retain ownership in and does not convey, nor does Custamer or Custamer's final custamer obtain any right, title, or interest in, Software, specifications or data furnished or developed by GE either prior to or in the performance of Custamer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by GE. Subject to the performance of its obligations hereunder, Custamer shall have a license to use GE's Intellectual property rights only as they are embodied in the Products and for no other purpose. Custamer shall not modify or reverse engineer the Products.

#### 4 Excusable Delays

4.1 GE shall not be liable for delay due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floads, epidemics, war, terrorism, riat, delays in transportation or car shortages, or inability to obtain or delay in abtaining suitable labor, materials, or facilities, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time last by reason of the delay.

4.2 In the event GE is delayed by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

#### "GlobalCare is a trademark of GE misiligent Pistforms, Inc.

5 Soles and Similar Taxes. In addition to any price specified herein, Customer shall pay, or reimburse GE for, the gross amount of any present or future sales, use, excise, income, value-added or other similar tax applicable to the price, sale, licensing, or furnishing of any Product hereunder, or to their use by GE or Customer, or Customer shall provide GE with evidence of exemption acceptable to the taxing authorities, if Customer fails to provide GE with requested proof of payment or exemption, GE may pay the taxes due and obtain reimbursement from Customer. Customer shall pay all import duties and registration fees arising from the sale, license or furnishing of any Product hereunder.

#### 6 Payments and Financial Condition.

6.1 Unless otherwise agreed to in writing by GE, payment terms are net thirty [30] days from the date of invoice. All payments shall be made without set-off for claims arising aut of other sales by GE.

6.2 If the financial condition of Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or shall be entitled to terminate the contract and receive termination charges. In the event of bankruptcy or insolvency of Customer or in the event any proceeding is braught against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, GE shall be entitled to terminate the agreement at any time during the period allowed for filing claims against the estate and shall be entitled to payment for its termination charges.

#### 6.3 Payment shall be made in the currency quoted.

6.4 Customer sholl pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month for fraction thereof) that the payment is overdue, and Custamer shall pay, indemnify and save GE harmless from any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of passession in the articles until Custamer makes full payment, and Custamer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

## 7 Limitations of Liability.

7.1 GE'S LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT DNCLUDING NEGLIGENCEI, STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY PRODUCT COVERED BY OR FURNISHED UNDER THE CONTRACT OR ANY EXTENSION OR EXPANSION THEREOF INCLUDING REMEDIAL WARRANTY EFFORTSI, SHALL IN NO CASE EXCEED THE CONTRACT PRICE OF THE ITEM GIVING RISE TO THE CLAIM. EXCEPT AS TO TITLE TO ANY EQUIPMENT FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED HEREIN.

7.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT [INCLUDING NEGLIGENCE], STRICT LIABILITY OR OTHERWISE, SHALL GE, ITS EMPLOYEES AND SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, 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 CUSTOMER'S CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES EVEN IF GE HAS BEEN ADVISED OF THE PDSSIBILITY OF SUCH DAMAGES AND THE CUSTOMER'S CUSTOMER'S CUSTOMERS. IF THE PRODUCT BEING PROVIDED BY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCT BEING PROVIDED BY GE WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY. THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GE AND ITS SUPPLIERS THE PROTECTION OF THIS DAND THE PROCEDING PARAGRAPH 7.1.

7.3 Unless otherwise agreed by the porties in writing, the Customer has sole responsibility for designing and implementing a solution including the Products which will meet all appropriate safety requirements and/or standards. GE discloims all llability for any damages arising as a result of any non-conformance of the solution of the Customer to safety requirements and/or standards. Products licensed or sold hereunder are not intended for use in any nuclear facility or activity, production of lond mines or duster bombs, or any life-support equipment. GE further disclaims all liability for any damages resulting from dangerous use or misuse of its Products, including use that could result in radiation, chemical and environmental damages, injury and contamination as well as death, personal injury or severe physical damages. Customer shall indemnify GE, its employees and agents from all liability resulting from such usels), whether based on contract, warranty, tort (including negligence), strict liability or any other legal theory, regardless of whether GE had knowledge of the possibility of such amages or not.

7.4 If GE furnishes Customer with advice or assistance which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject GE to any liability, whether in contract, indemnity, warranty, tort lincluding negligence), strict liability or otherwise.

## B <u>Delivery</u>

8.1 Title to services shall pass pro rata as the services are performed.

## 9 <u>Export</u>,

9.1 Customer agrees to be aware of and comply with U.S. export laws and regulations, and the applicable export laws and regulations of any other country, to ensure that the Products or technology will not be used, sold, transferred, or re-exported in violation of such laws

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#### and regulations.

9.2 In addition to the representation in paragraph 9.1 above, Customer agrees that it shall not, without prior U.S. government authorization, expart, reexport, or transfer Products or technology, either directly or indirectly: 1) to any country subject to a comprehensive U.S. trade emborgo or to any resident or national of any such country; 2) to any person or entity listed on the "Entity List" or "Denied Persons Ust" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blacked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list; or, 3) to an end-user engaged in any nuclear weapons, chemical weapons, or biological weapons activities.

10 <u>U.S. Government Contracting.</u> If Customer is a U.S. Government entity or elects to sell Products provided hereunder to the U.S. Government or to a contractor selling to the U.S. Government, the following provisions apply: (a) Customer ogrees that all Products provided by GE meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S. Government, FAR 52.212-5 and FAR 52.212-4 with toiloring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302 with these Terms and Conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of Products is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or In part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the parties; (e) GE makes no representations, certifications or warranties whotsoever with respect to the ability of its Products to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specially Meals; and (f) Customer is safely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and GE makes no representations, certifications or warranties whotsoever with respect to the ability of its Products to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specially Meals; and (f) Customer is safely and exclusively responsible for

## 11 Termination

11.1 Except as otherwise provided in writing, termination of any Appendix shall terminate these Terms and Conditions only to the extent that they apply to the provision of Product(s) pursuant to such Appendix. Termination of any Appendix shall not terminate any other Appendix or these Terms and Conditions as they may apply to the provision of Product(s) pursuant to other Appendices. Sections 3.1, 5, 7, 9 and 10 shall survive termination of these Terms and Conditions.

11.2 Terminotian of this Agreement and any license hereunder shall neither relieve Customer of its obligation to pay all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

#### 12 <u>General</u>

12.1 GE reserves the right to subcontract any of the work to one or more subcontractors.

12.2 The delegation or assignment by Customer of any or all its duties or rights bereander without GE's prior written consent shall be void.

12.3 Any requests for changes shall apply only if GE and Customer agree in writing on the specification of the change and the corresponding changes to pricing and/or schedule.

12.4 Any information, suggestions or ideas transmitted by Customer to GE, its agents, employees or subcontractors are not to be regarded as secret or submitted in confidence except as altherwise provided in a writing signed by GE.

12.5 GE shall comply with all applicable state and federal laws, including but not limited to the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970 (OSHA) laws related to nonsegregated facilities and equal employment opportunity (including the seven paragraphs oppearing in Sec. 202 of Executive Order 11246, as amended), and all standards, rules, regulations, and orders issued pursuant to such state and federal laws.

12.6 This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

# Exhibit C

#### Appendix A GlobolCare\* Support Terms and Conditions

1. <u>GlobalCare Support Services.</u> With respect to the GE Software (as defined in the underlying Software License Agreement) licensed by GE and listed on Custamer's GlobalCare Support Program Certificate ("GlobalCare Certificate") GE shall provide GlobalCare Support Services as detailed in the applicable custamer support guide ("Custamer Support Guide") and as provided below.

1.1. <u>Telephone Support</u> To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE will provide support consultation to Customer regarding use and operation of the GE Software. Such consultation may occur via telephone or web-based communication.

1.2. <u>Problem Solving</u>. To the extent provided in the Customer Support Guide applicable to the type of GlobalCore purchased by Customer, GE technical personnel will be assigned to attempt correction of problems in the GE Soltware discovered by Customer and reported to GE in sufficient detail to permit GE to reproduce such problems. Customers are advised that remote access trauble-shooting taols may be called for in order to assist efforts to correct problems, and that such efforts may be imported if the customer is unable to accommodate the use of such tools. Corrections made by GE to such problems will be available to Customer as provided in the Customer Support Guide. GE's obligation shall be to use its reasonable efforts to correct such problems; however, GE does not warrant or guarantee that all such reported problems or questions will be corrected or resolved. In the event a reported problem is determined to be of Customer or GE's then-current per diem rates for any time expended in on effort to correct such problem.

1.3. <u>Enhancements.</u> To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE will provide Customer with notice of all Service Pack enhancements, Software Improvements and version upgrades ("Service Packs, SIMs and Upgrades"). GE reserves the right to charge for significant new product functionality introduced in major product releases ("Major Feature"). Major Features are licensed separately and will be additional to the base configuration that Customer is already licensed to use. Service Packs, SIMs, and Upgrades, if provided, shall be for the quantity of registered GE Software systems on site. Service Packs, SIMs, and Upgrades, and Upgrades, and Upgrades on the GE Software and do not include any updates, enhancements, service packs, or upgrades to the operating system or other Software.

2. <u>Software License Terms</u>. All Service Packs, SIMs, Upgrades, and other such supporting materials furnished to Customer hereunder shall be considered part of the GE Software and subject to all the terms and conditions of the underlying Software License Agreement.

3. <u>Conditions of Service</u>. GE shall not be required to provide support relating to problems or issues arising from (i) modified or abnormal operating conditions, (ii) Customer's use of the GE Software in a manner for which it was not designed, (iii) domage to the computer on which the GE Software is installed, (iv) Customer's negligence, misuse or modification of the GE Software or its configuration including SQL, (v) versions of the GE Software other than those designated in the applicable Customer Support Guide, (vi) systems that do not meet the specifications or configurations, if any, specified by GE, (vii) effects of external systems Inetwork, dota feeds, shored/virtual hardware, other products), (viii) customer foilure to keep current with backups, virus protection, operating system/database patches, or other IT best practices, or (ix) accessing the Software required to run the GE Software.

#### 4. Term, Renewal and Termination

4.1. GlobalCare Support dates of service will be as stated on Customer's GlobalCare Certificate.

4.2. Provided that GE has not given Customer written notice of its intent to olter, discontinue, or refuse to renew any GlobalCore Support Services at least one year in advance of expiration of the then-current term, GE shall notify Customer that the then-current service period is ending and provide Customer with a quote for renewal, no less than thirly (30) days prior to expiration of the then current service period. Payment for GlobalCore Support Services is required in advance, without right of refund. Timely purchase and payment of the applicable yearly service fee shall extend GlobalCore Support Services. If on order or payment is not received as set forth herein, GlobalCore Support Services will be terminated, and Customer will be placed on inactive status. Customer may reactivate GlobalCore Support Services thereafter by paying a re-instatement fee.

4.3. GlobalCore Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

5. <u>Use of Technical Information</u>. With respect to any technical information that Customer may provide to GE in connection with the GlobalCare Support Services, GE may use such information for the limited purposes of writing and posting technical notes or knowledge articles or compiling aggregate data, for internal use only, on the frequency and type of support services requested. GE will not utilize such technical information in any form that personally identifies Customer.

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# EXHIBIT D City of Austin, Texas EQUAL EMPLOYMENT/FAIR HOUSING OFFICE NON-DISCRIMINATION CERTIFICATION

# City of Austin, Texas Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that GE Intelligent Platforms complies with General Electric's Spirit and Letter Policy on Fair Employment Practices, a copy of which is attached and can also be found at: <u>http://www.gesustainability.com/wpcontent/uploads/2014/05/English\_Spirit-Letter-Booklet.pdf</u>

GE Intelligent Platforms further agrees to the following provisions of:

the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
  - (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
  - (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
  - (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
  - (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
  - (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
  - (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor agrees to the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

# City of Austin Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current nondiscrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

## Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

# Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this	Eighteenth	day of	September	, 2015

CONTRACTOR Authorized Signature

James Walsh

Title

President & General Manager **GE Intelligent Platforms Software**