

**Coral Springs  
Improvement District**

**Agenda**

**June 21, 2021**



## Coral Springs Improvement District

June 14, 2021

Board of Supervisors  
Coral Springs Improvement District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District will be held Monday, June 21, 2021, at 4:00 p.m. at the District Offices, 10300 NW 11<sup>th</sup> Manor, Coral Springs, Florida. In order to comply with CDC guidelines on social distancing due to Covid-19, members of the public can attend via conference call. For meeting call in information, please contact Sandra Demarco at [Sandra.Demarco@Inframark.com](mailto:Sandra.Demarco@Inframark.com). Following is the advance agenda for the meeting.

1. Call to Order
2. Approval of the Minutes of the May 17, 2021 Meeting
3. Audience Comments
4. Approval of Financial Statements for May 2021
5. Consideration of Encroachment Agreements
  - A. 236 NW 118<sup>th</sup> Drive
  - B. 993 NW 82 Avenue
6. Consideration of Sole source Contract with GE Digital to Provide SCADA System Support Services for the District's Water and Wastewater Plants' SCADA Systems for a Total Annual Cost of \$6,737.46
7. Consideration of a Request by Staff to Approve Cleaning of Solids from Digester 1 by Shenandoah in the Amount of \$25,560 Based on Existing Contract 2016-01 with the District (Price is Subject to Being Lowered Depending on Actual Amount of Solids in Digester 1)
8. Consideration of a Request by Staff to Approve an Amendment to the Agreement with Windstream to Provide Telephone Services (Windstream is Transitioning Over to Fiber Optic and the Maintenance Fees on the Copper Lines Would Significantly Increase Costs for CSID)
9. Consideration of Request by Staff to Approve the Amendment to the Contract with Paymentus to Reduce the District's Costs (Review of Marketplace Prices by Staff Resulted in Renegotiation of Prices)
10. Ratification of Agreements with Cloud Computing Concepts, LLC (C3)
  - A. Emergency Diagnostic Services Dated June 4, 2021
  - B. Phase 2 of Emergency Services Dated June 14, 2021
11. Consideration of Work Authorizations
  - A. Amendment #1 to Work Authorization #189 for Stormwater Pumping Stations 1 & 2 Safety Improvements for a Decrease of \$2,500



## Coral Springs Improvement District

- B. Amendment #1 to Work Authorization #191 for Utility Building AC Duct Improvements Addressing a Mathematical Error on the Original Work Authorization
- 12. Engineer's Report
- 13. Staff Reports
  - A. Manager – Ken Cassel
  - B. Department Reports
    - Operations – David McIntosh
    - Utilities Update – Joe Stephens
    - Utility Billing Customer Service Report – Dave Berringer
    - Water – Christian McShea
    - Wastewater – Tom Kedrierski
    - Stormwater – Shawn Frankenhauser
    - Field – Curt Dwiggin
    - Maintenance Report – Pedro Vasquez
    - Human Resources – Jan Zilmer
    - Motion to Accept Department Reports
  - C. Attorney
    - Memorandum Regarding House Bill 53
- 14. Supervisors' Requests
- 15. Adjournment

Any supporting documents not included in the agenda package will be distributed at the meeting. If you have any questions prior to the meeting, please contact me.

Sincerely,

Kenneth Cassel/sd  
District Manager

cc: District Staff  
Terry Lewis  
Seth Behn  
Rick Olson  
Beverley Servé  
Stephen Bloom

## **Second Order of Business**

**MINUTES OF MEETING  
CORAL SPRINGS  
IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, May 17, 2021 at 4:02 p.m. at the District Office at 10300 NW 11<sup>th</sup> Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Len Okyn	Vice President (Via Telephone)
Chuck Sierra	Secretary

Also present were:

Ken Cassel	District Manager
Terry Lewis	District Attorney
David McIntosh	Director of Operations
Joe Stephens	Director of Utilities
Rick Olson	District Engineer
Marta Rubio	District Accountant (Via Telephone)
Jan Zilmer	Human Resources
Shawn Frankenhauser	Stormwater Department (Via Telephone)
Curt Dwiggin	Field Department (Via Telephone)
Christian McShea	Water Department (Via Telephone)
Tom Kedrierski	Wastewater Department (Via Telephone)
David Berringer	Utility Billing and Customer Service
Pedro Vasquez	Maintenance Department (Via Telephone)
Glenn Hanks	Glen Hanks Consulting Engineers, Inc.

***The following is a summary of the discussions and actions taken at the May 17, 2021 Coral Springs Improvement District's Board of Supervisors Meeting.***

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cassel called the meeting to order at 4:02 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the April 19, 2021 Meeting**

Each Board member received a copy of the Minutes of the April 19, 2021 Meeting, and any additions, corrections or deletions were requested.

There being none,

On MOTION by Mr. Sierra seconded by Dr. Shank with all in favor the minutes of the April 19, 2021 meeting were approved.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Approval of Financial Statements for April 2021**

The Board reviewed the financials.

On MOTION by Mr. Sierra seconded by Dr. Shank with all in favor the financial statements for April 2021 were approved.

**FIFTH ORDER OF BUSINESS**

**Resolution 2021-3, Approving the Proposed General Fund Budget for Fiscal Year 2022 and Setting the Public Hearing**

- Mr. Cassel stated this budget is set at the higher level. The budget can be adjusted but the amount cannot be increased once it is approved.

On MOTION by Mr. Sierra seconded by Dr. Shank with all in favor Resolution 2021-3, approving the proposed general fund budget for Fiscal Year 2022 and setting the public hearing for August 16, 2021 at 4:00 p.m. was approved.

- Dr. Shank noted he promised residents at a budget public hearing a few years ago that once the District reached its goals in the reserves, it would lower assessments. The goal has been reached; therefore, there will be a decrease in the final budget which is not reflected in the proposed budget included in the agenda package.

**SIXTH ORDER OF BUSINESS**

**Consideration of Change Order #1 with Trio Development Corp. for Lift Station #9 for a Decrease of \$16,418**

On MOTION by Mr. Sierra seconded by Dr. Shank with all in favor Change Order #1 with Trio Development Corp. for Lift Station #9 for a Decrease of \$16,418 was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Change Order to the LMK Contract for LS #9 Gravity Sewer Main and Lateral Sewer Evaluation (The change order reduces the contract price of \$48,723.75 to \$43,971.68 returning an unspent balance of \$4,752.07)**

On MOTION by Mr. Sierra seconded by Dr. Shank with all in favor the change order to the LMK contract for LS #9 gravity sewer main and lateral sewer evaluation for a decrease of \$4,752.07 was approved.

**EIGHTH ORDER OF BUSINESS**

**Consideration of a Request by Staff for Board Approval for the District to Piggyback on Unifirst Corporation Contract RFP 040920 – Uniforms with Related Products and Services with Sourcewell and Approval to Continue to Piggyback on any Extensions of the Contract**

- Mr. McIntosh stated the contract the District had with Unifirst Corporation for uniforms expired. This would be a piggyback on Unifirst Corporation’s contract with Sourcewell.
- Dr. Shank asked if contracts can be extended once they expire.
- Mr. Lewis responded they can if the company is willing to extend a contract. He does not recommend doing it for more than two years.

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor the piggyback of Unifirst Corporation’s contract with Sourcewell was approved.

**NINTH ORDER OF BUSINESS**

**Consideration of Request by Staff for the Purchase of One New Hoffman Model 75106-ADOI Blower in the Amount of \$65,261.50 and the Rebuild of an Existing Hoffman Model 75106-ADOI in the Amount of \$35,560 to be Purchased from TSC Jacobs, Inc. as the Local Florida Sales Representative Sole Supplier for Hoffman Products**

Mr. Kedrierski reviewed the proposal from Hoffman. He confirmed staff will be able to do the installation.

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor the purchase of a new Hoffman model 75106-ADOI blower in the amount of \$65,261.50 and the rebuild of an existing Hoffman model 75106-ADOI in the amount of \$35,560 was approved.

**TENTH ORDER OF BUSINESS**

**Consideration of a Request by Staff to Extend the Expiring Contract with Hawkins, for the Supply of Bulk Chemicals to the Water Plant, through June 15, 2022**

Mr. McShea reviewed the proposed contract extension with Hawkins. The pricing has remained the same except for the antiscalant.

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor the extension of the contract with Hawkins, for the supply of bulk chemicals to the water plant through June 15, 2022, was approved.

**ELEVENTH ORDER OF BUSINESS** **Consideration of Work Authorizations**

**A. Work Authorization #187 for DIW Building 500kw Generator Replacement for a Total Cost of \$830,819.99**

Mr. Olson reviewed the work associated with Work Authorization #187.

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor Work Authorization #187 for DIW Building 500kw generator replacement was approved for a total cost of \$830,819.99.

**B. Work Authorization #190 for Improvements to Digester 1 for a Total Cost of \$87,329**

The Board reviewed Work Authorization #190.

On MOTION by Mr. Sierra seconded by Mr. Okyn with all in favor Work Authorization #190 for improvements to Digester 1 was approved for a total cost of \$87,329 was approved.

**C. Work Authorization #191 for AC Duct Improvements for a Total Cost of \$26,396**

Mr. Olson reviewed the work associated with Work Authorization #191, which will clean all five buildings.

On MOTION by Mr. Okyn seconded by Mr. Sierra with all in favor Work Authorization #191 for AC duct improvements for a total cost of \$26,396 was approved.

**TWELFTH ORDER OF BUSINESS** **Engineer's Report**

**A. Billing Rate Modification**

Mr. Olson reviewed the request to modify Globaltech's billing rate by a 2.8% increase. There is also a new billing classification of Administrator 2 at a rate of \$66 per hour.

On MOTION by Mr. Sierra seconded by Dr. Shank with all in favor the billing rate modification for Globaltech was approved.

**B. Summary Report**

Mr. Olson reviewed his report, a copy of which is attached hereto and made part of the public record.

- Work Authorization #168 – still evaluating data.



- Work Authorization #183 – the two tanks will be delivered on site Thursday, May 20, 2021.
- Work Authorization #184 – tank will be delivered on site this week.
- Work Authorization #189 – substantial completion is today, and a walkthrough will be next week.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Manager – Ken Cassel**

Mr. Cassel reported staff is working on the records request made by Representative Daley.

**B. Department Reports**

- **Operations – David McIntosh**

Mr. McIntosh reported the following:

- He is still working on the closeout for the project associated with Hurricane Irma. He received documents from FEMA last week, which he signed and sent back. All the funds were received.
- Dr. Shank commented on last week’s tour of the City of Coral Springs’ water plant.

- **Utilities Update – Joe Stephens**

Mr. Stephens reported the following:

- The Florida Department of Agriculture has offered the District \$500,000 for replacement of the blowers.
- Dr. Shank asked if there should be a press release. There was consensus to wait until everything is finalized.
- The 8,000-gallon underground storage tank is off site. They are finalizing samplings to submit to the County to close the project.
- He is working with the Department of Emergency Management, submitting for reimbursement of the Covid-19 supplies.
- A pre-hurricane season staff meeting will be held Wednesday, May 19, 2021.

- **Utility Billing Customer Service Report – Dave Berringer**

Mr. Berringer reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Water – Christian McShea**

Mr. McShea reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Wastewater – Tom Kedrierski**

Mr. Kedrierski reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Stormwater – Shawn Frankenhauser**

Mr. Frankenhauser reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Field – Curt Dwiggins**

Mr. Dwiggins reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Maintenance Report – Pedro Vasquez**

Mr. Vasquez reviewed his report, a copy of which is attached hereto and made part of the public record.

- **Human Resources – Jan Zilmer**

There was brief discussion regarding employees getting vaccinated for Covid-19.

- **Motion to Accept Department Reports**

On MOTION by Mr. Sierra seconded Dr. Shank with all in favor the Department Reports were accepted.

**C. Attorney**

Mr. Lewis reported the following:

- He and Mr. Cassel spoke with FDOT last week to discuss cost recovery. Their attorney submitted conditional language to put in a purchase agreement for the two parcels at the Sawgrass Expressway and Atlantic Boulevard. This language commits them to reimbursing engineering costs.
- Regarding tree trimming, Section 163.045 was passed last year which states a local government cannot require a notice application permit for pruning, trimming or removal of a tree on residential property if the property owner has documentation from an arborist or landscape architect. If the District wants to remove a tree, it will need documentation from an arborist or landscape architect that the tree presents a danger to humans or property, including falling in one of the District's canals.

- He looked into what tools are available to encourage employees to get vaccinated. The District can mandate staff to wear a mask if they have not been vaccinated. The District also has the option to transfer staff, who refuse to wear a mask and/or get vaccinated, to another shift. There is no State or Federal Law which would prevent the termination of an employee who refuses to get vaccinated. Discussion ensued.
- Dr. Shank asked if there was a response on the letter sent to the Governor. Mr. Lewis responded no; however, the local bills are not expected to go to the Governor's office for another month.

**FOURTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

There being none, the next item followed.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Sierra seconded by Dr. Shank with all in favor the meeting adjourned.

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Kenneth Cassel  
Assistant Secretary

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Dr. Martin Shank  
President

## **Fourth Order of Business**



# **CORAL SPRINGS IMPROVEMENT DISTRICT**

**FINANCIAL REPORTING – MEETING JUNE 21, 2021**

**CORAL SPRINGS IMPROVEMENT DISTRICT  
GENERAL FUND  
SUMMARY REPORT**

For the Period Ending May 31, 2021

	<b>ADOPTED BUDGET FY 2020/2021</b>	<b>PRORATED BUDGET THRU 5/31/2021</b>	<b>ACTUAL 8 MONTHS ENDING 5/31/2021</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	\$ 4,072,935	\$ 3,578,172	\$ 3,748,233	\$ 170,061
<b>EXPENDITURES &amp; RESERVES</b>				
TOTAL EXPENDITURES	\$ 2,472,935	\$ 1,876,422	\$ 1,694,754	\$ 181,668
TOTAL RESERVES	\$ 1,600,000	\$ 1,066,667	\$ -	\$ 1,066,667
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	\$ 4,072,935	\$ 2,943,089	\$ 1,694,754	\$ 1,248,335
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES &amp; RESERVES</b>			\$ 2,053,479	
FUND BALANCE BEGINNING			\$ 9,380,747	
FUND BALANCE ENDING			\$ 11,434,226	

**CORAL SPRINGS IMPROVEMENT DISTRICT  
WATER & SEWER FUND  
SUMMARY REPORT**

For the Period Ending May 31, 2021

	<b>ADOPTED BUDGET FY 2020/2021</b>	<b>PRORATED BUDGET THRU 5/31/2021</b>	<b>ACTUAL 8 MONTHS ENDING 5/31/2021</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	<b>\$ 16,127,287</b>	<b>\$ 8,934,844</b>	<b>\$ 9,299,740</b>	<b>\$ 364,896</b>
<b>EXPENDITURES</b>				
TOTAL ADMINISTRATIVE	\$ 2,474,455	\$ 1,610,904	\$ 1,363,136	\$ 247,768
TOTAL PLANT	\$ 7,772,422	\$ 4,277,001	\$ 3,369,152	\$ 907,849
TOTAL FIELD	\$ 2,775,397	\$ 1,516,913	\$ 1,365,737	\$ 151,176
<b>TOTAL EXPENDITURES</b>	<b>\$ 13,022,274</b>	<b>\$ 7,404,818</b>	<b>\$ 6,098,025</b>	<b>\$ 1,306,793</b>
<b>AVAILABLE FOR DEBT SERVICE</b>			<b>\$ 3,201,715</b>	
Total Debt Service			\$ 1,881,840	
<b>Excess Revenues (Expenses)</b>			<b>\$ 1,319,875</b>	
Net Assets Beginning			\$ 41,367,566	
<b>Net Assets Ending</b>			<b>\$ 42,687,441</b>	

## CORAL SPRINGS IMPROVEMENT DISTRICT MAY 2021

### GENERAL FUND - CHECK REGISTERS

FUND	CHECK DATE	CHECK No.	AMOUNT
General Fund	5/01/2021 thru 5/31/2021	#5535 - #5552	\$85,918.95
<b>Total</b>			<b>\$85,918.95</b>

### WATER & SEWER - CHECK REGISTERS

FUND	CHECK DATE	CHECK No.	AMOUNT
Water and Sewer	5/01/2021 thru 5/31/2021	#31145 - #31292	\$398,900.48
<b>Total</b>			<b>\$398,900.48</b>



## **Fifth Order of Business**

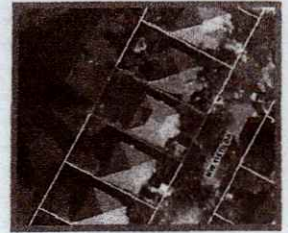
**5A**



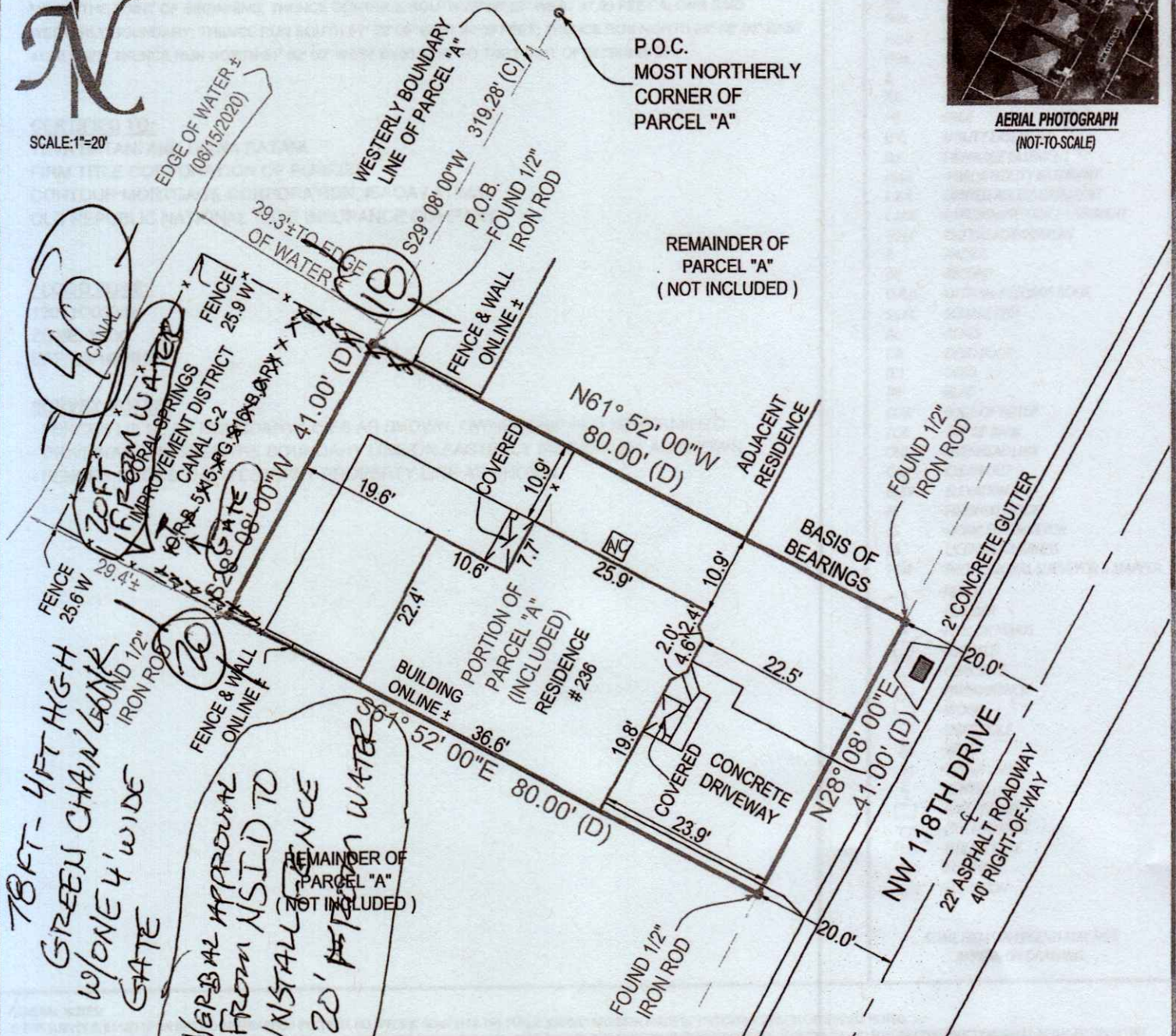
# 236 NW 118TH DRIVE, CORAL SPRINGS, FLORIDA.33071



SCALE: 1"=20'



AERIAL PHOTOGRAPH  
(NOT-TO-SCALE)



40' CANAL

EDGE OF WATER ± (08/15/2020)

WESTERLY BOUNDARY LINE OF PARCEL "A"

P.O.C. MOST NORTHERLY CORNER OF PARCEL "A"

REMAINDER OF PARCEL "A" (NOT INCLUDED)

29.3' ± TO EDGE OF WATER

29.3' ± TO EDGE OF WATER

FENCE & WALL ONLINE ±

P.O.B. FOUND 1/2" IRON ROD

ADJACENT RESIDENCE

N61° 52' 00"W 80.00' (D)

FOUND 1/2" IRON ROD

BASIS OF BEARINGS

2' CONCRETE GUTTER

FENCE 25.6' W

29.4' ±

78 FT - 4 FT HIGH GREEN CHAIN LINK W/ ONE 4' WIDE GATE

20' VERBAL APPROVAL FROM NSID TO INSTALL FENCE 20' AS PER CANAL WATER

PORTION OF PARCEL "A" (INCLUDED) RESIDENCE # 236

BUILDING ONLINE ±

36.6'

80.00' (D)

COVERED CONCRETE DRIVEWAY

23.9'

19.8'

20.0'

20.0'

20.0'

N28° 08' 00"E 41.00' (D)

NW 118TH DRIVE

22' ASPHALT ROADWAY

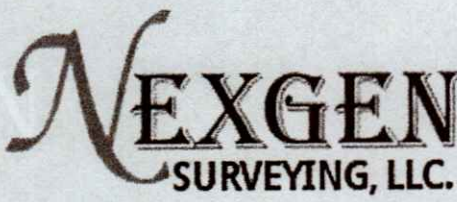
40' RIGHT-OF-WAY

REMAINDER OF PARCEL "A" (NOT INCLUDED)

- ALL ANGLES AND DISTANCES SHOWN HEREON ARE BOTH RECORD AND MEASURED UNLESS OTHERWISE NOTED

The survey map & report or the copies thereof are not valid without the digital signature and seal of a Florida licensed surveyor and mapper

Date of Field Work : 06-15-2020  
 Drawn By: Lorena  
 Order #: 92305  
 Last Revision Date: 06-15-2020  
 Boundary Survey prepared by: LB8111  
 NexGen Surveying, LLC  
 5601 Corporate Way, Suite #103  
 West Palm Beach, FL 33407  
 561-508-6272





**5B**



BEARING REFERENCE:  
 NORTHERLY LINE OF SUBJECT LOT AS N 89°11'57" E  
 ALL BEARINGS SHOWN HEREON REFERENCED THERETO.

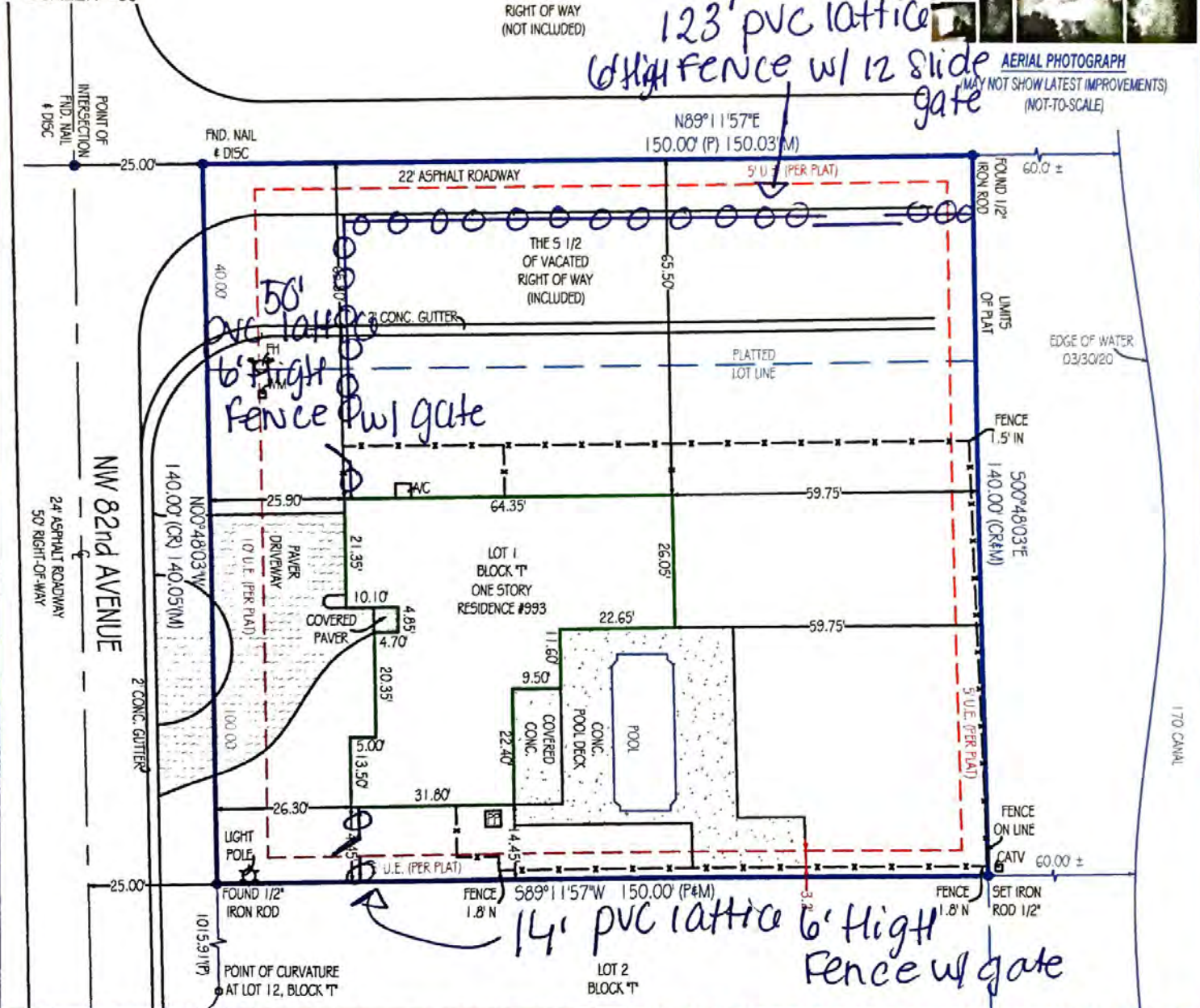


AERIAL PHOTOGRAPH  
 MAY NOT SHOW LATEST IMPROVEMENTS)  
 (NOT-TO-SCALE)

THE N 1/2  
 OF VACATED  
 RIGHT OF WAY  
 (NOT INCLUDED)

123' pvc lattice  
 6' High fence w/ 12 slide  
 gate

SCALE: 1"=30'



Platted Easements, Notable or Adverse Conditions (unplatted easements also listed if provided by client): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE

- 10' U.E. ALONG WESTERLY BOUNDARY LINE OF SUBJECT LOT.
- 5' U.E. ALONG EASTERLY NORTHERLY AND SOUTHERLY BOUNDARY LINE OF SUBJECT LOT.
- PAVER DRIVEWAY EXTEND THROUGH THE WESTERLY EASEMENT.- CONCRETE POOL DECK EXTEND THROUGH THE SOUTHERLY EASEMENT.
- FENCE EXTEND THROUGH THE SOUTHERLY AND EASTERLY EASEMENT.

This survey has been issued by the following Landtec Surveying office:  
 481 E. Hillsboro Blvd. Ste 100-A  
 Deerfield Beach, FL 33441  
 Office: (561) 367-3587 Fax: (561) 465-3145  
 www.LandtecSurveying.com

PLEASE NOTE:  
 SUBJECT PROPERTY IS SERVICED BY PUBLIC UTILITIES.  
 NO APPROVAL FOR CONSTRUCTION HAS BEEN MADE BY THIS OFFICE.

Job Number : 102632-SE	Rev.:
Drawn By : V.V.	Rev.:
Date of Field Work : 03/30/2020	Rev.:



Priority Service With a Land Tec & Real Estate Industries

LICENSED BUSINESS # 8007

... measurably better!

## **Sixth Order of Business**



GE  
Digital

2700 Camino Ramon  
San Ramon, CA 94583

May 7<sup>th</sup>, 2021.  
Christian McShea  
Coral Springs Improvement Dist  
10300 NW 11th Manor  
Coral Springs, FL  
US

To whom it may concern,  
Please accept this letter as a formal certification GE Digital is the sole Developer, Licensor, and Support Service Provider for the complete suite of solutions listed below:

- Automation: HMI/SCADA iFix, Cimplicity, Batch, Tracker, Change Management, Web HMI, Workflow, Open Enterprise
  - MES: Plant Applications
  - Historian
  - 3
- rd Party : IGS Drivers, Dream Reports, Win-911, iPower, Rob-Ex Scheduler
- Acceleration Plan Support Agreements for Software Listed

In addition, Gray Matter Systems is an Authorized GE Digital Software Representative in Florida for the sales, service, and support of the listed to service your account Coral Springs Improvement Dist.

Sincerely,

A handwritten signature in black ink that reads "P. B. Epperson".

Paul Epperson  
Senior Director, Americas Channel Sales

Reference ID: 0060h00001DK59RAAT





Dear customer,

Thank you for your reaching out to us. If you would like us to complete your purchase, please review the following sample document to ensure your Purchase Order contains all the details required to be accepted and processed without revisions:

**Purchase Order :** XXXXXXXXXX  
**Issue Date:** XXXXXXXXXX

**Supplier Information:** (found above the quote lines)  
 GE Digital Legal Entity  
 GE Digital Legal Entity Address

Please include all the details of your accounts as shown below:

Bill to Account Name  
 Bill to Account Address  
 Invoice Delivery Method  
 Accounts Payable Contact

Ship to Account Name  
 Ship to Account Address  
 Ship to Contact

**Payment Terms:** Net 30 (default)

**Shipping Terms:** FCA (default)

**Tax Exempt Number or VAT ID** (please provide Tax Exempt Certificate or relevant documents)

Please add the following text to your PO modified to reference your Quote or Proposal:

**Terms and Conditions:** Notwithstanding anything to the contrary herein, this order will be governed by GE DIGITAL including the negotiated terms and conditions set in BMIQ Number, SPA Number, GE-XXXX Proposal Number, or MSA.

Please include any product details relevant to your purchase:

**Description of items purchased** (Software Name, Version, Quantity, Price, Tags, Discounts, etc.)

**Shipping Instructions** (Carrier account, address reference, additional contacts, etc.)

**Please ensure the total amount and currency of your Purchase Order match the amount and currency of the quote provided.**

**If after revising our proposal and this document you find that additional changes to the quote are required or you have any questions, please contact us and we will be happy to assist you.**





Remit Payment Only To:

**By Electronic: Bank of America**  
**1401 Elm Street 2nd Floor**  
**Dallas TX, 75202**  
**ABA Information: 111000012**  
**Account Name: GE Digital LLC**  
**Account Number: 4451103219**

**International Wires**  
**Bank of America**  
**100 West 33rd Street**  
**New York, NY 10001**  
**Swift Code: BOFAUS33**  
**Account Name: GE Digital LLC**  
**Account Number: 4451103219**

Primary SalesPerson **Ronald Lasecki**

Primary Sales Email

Primary Sales Phone

Inside Sales Person **Jennifer Quimby**

Inside Sales Email jennifer.quimby1@ge.com

Inside Sales Phone +1-800-433-2682

Bill To:	End User:
CORAL SPRINGS IMPROVEMENT DIST 10300 NORTHWEST 11TH MANOR CORAL SPRINGS, FL 33071-0000 US	CORAL SPRINGS IMPROVEMENT DIST 10300 NORTHWEST 11TH MANOR CORAL SPRINGS, FL 33071-0000 US
Bill To CSN: 13488700	End User CSN: 13488700

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Quote #	<b>BMIQ-03022021-406839</b>
Quote Date	Mar 2, 2021
Expiration Date	May 31, 2021
Quote Revision	1
Currency	USD
Customer RFQ	
Payment Terms	Net Due in 30 Days

**Detailed Report:**

IFIX-TERML									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-17366401-003-001			IF58PDUNLEN-ST	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization Win-911 Essential		1	Premier	Jul 4, 2022	\$2,222.19
3-17366401-023-001			IF58PDUNLEN-S	iFix v5.8 Plus Development Unlimited Points English SCADA Synchronization Backup License		1	Premier	Jul 4, 2022	\$1,111.17
					TOTAL	2		Jul 4, 2022	\$3,333.36
<b>IFIX-TERML Subtotal</b>									<b>\$3,333.36</b>

DRIVER-TERML									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-17366401-006-001			DR-G001	Drivers IGS- Industrial Gateway Server for Basic Points iFIX Basic Drivers		1	Premier	Jul 4, 2022	\$115.60
3-17366401-027-001			DR-G001	Drivers IGS- Industrial Gateway Server for Basic Points iFIX Basic Drivers Backup License		1	Premier	Jul 4, 2022	\$57.73
					TOTAL	2		Jul 4, 2022	\$173.33

<b>ICLIENT-TERML</b>									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-17366401-030-001			IC58THREN	iClient v5.8 Thick Runtime English		1	Premier	Jul 4, 2022	\$385.55
3-17366401-033-001			IC58THDEN	iClient v5.8 Thick Development English		1	Premier	Jul 4, 2022	\$642.62
					TOTAL	2		Jul 4, 2022	\$1,028.17
<b>ICLIENT-TERML Subtotal</b>									<b>\$1,028.17</b>

**Total: \$4,534.86**

*Send Purchase Order and/or Correspondence to:*

GE Digital LLC  
 2700 Camino Ramon  
 San Ramon, CA 94583-9130  
 Telephone:+1-800-433-2682 / +1-617-725-2696  
 gedigitalsalesupport@ge.com  
 http://www.ge.com/digital/software-services

**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 Digital LLC 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.

## GE DIGITAL GENERAL TERMS AND CONDITIONS

The license or provision of the GE products and services ("GE Offerings") by the GE Digital business ("GE") providing this proposal or quote is expressly conditioned upon the terms and conditions contained or referred to herein. Any authorization by Customer to furnish the GE Offerings or order placed by Customer for GE Offerings will constitute acceptance of these terms and conditions.

### 1. DEFINITIONS.

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. GE and Customer are each referred to herein as a "Party" and together as "Parties." The term "General Terms and Conditions" shall mean the body of the text that follows and all appendices included therein. The term "Agreement" shall mean, collectively, these General Terms and Conditions and any Order issuing from the attached quote or proposal.

**1.1.** "Acceptable Use Policy" is defined in Appendix A.

**1.2.** "Affiliate" means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity.

**1.3.** "Change Order" is defined in Section 6.1.

**1.4.** "Confidential Information" of a Party means all of that Party's information and documentation disclosed to or accessed by the other Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, including any information developed by reference to or use of the other Party's Confidential Information. GE's Confidential Information includes the GE Offerings. "Confidential Information" does not include information that: (a) is independently developed by the receiving Party, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the receiving Party at the time of disclosure, as demonstrated by the receiving Party's written records, and the receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfully received by the receiving Party free of any obligation of confidentiality.

**1.5.** "Customer Content" means data, information, documentation, and software provided by Customer for use in connection with the GE Offerings.

**1.6.** "Deliverables" are defined in Section 6.3.

**1.7.** "Data Protection Plan" is defined in Section 3.7.

**1.8.** "Embedded Software" is defined in Section 4.2.

**1.9.** "GE Offerings" means, collectively, the Hosted Services, Hardware, Software, Professional Services, and Support Services provided by GE in accordance with this Agreement.

**1.10.** "Hardware" means hardware equipment that is provided by GE to Customer, as described in Section 4.

**1.11.** "Hosted Services" are defined in Section 3.

**1.12.** "Infringement Claim" is defined in Section 12.1.

**1.13.** "Open Source Software" means any software that is distributed as "free software," "open source software" or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.

- 1.14. "Order" means Customer's acceptance of GE's quote or proposal to which these General Terms and Conditions are attached.
- 1.15. "Professional Services" are defined in Section 6.1.
- 1.16. "Service Documentation" is defined in Section 3.1.
- 1.17. "Software" is defined in Section 5.1.
- 1.18. "SOW" or "Statement of Work" is defined in Section 6.1.
- 1.19. "Support Services" means services associated with the support programs described in Appendix A.
- 1.20. "Third Party Services" are defined in Section 3.9.
- 1.21. "Third Party Software" is defined in Section 5.3.
- 1.22. "User" is defined in Section 3.8.2.

## 2. SCOPE; ORDERS.

2.1. **Scope.** Any offer made by GE herein is expressly conditioned upon acceptance of this Agreement, which sets forth the sole and exclusive terms and conditions that govern any Order for the provision of the GE Offerings. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer shall be deemed to be presented for payment purposes only. GE rejects, and shall not be bound by, any additional or different terms contained in such documents.

## 3. HOSTED SERVICES.

3.1. **General.** "Hosted Services" are computer software applications, software platforms, and equipment monitoring services that are hosted by GE and provided as a service to Customer. GE shall provide Customer with remote access to the Hosted Services for the term of Customer's paid subscription, as described in an Order. Customer agrees to use the Hosted Services solely in accordance with this Agreement, the product-specific terms and conditions described in Appendix A, and the written documentation published or provided by GE for the Hosted Services (collectively, "Service Documentation").

3.2. **Hosted Services Warranty.** For the term of Customer's paid subscription to the Hosted Services, GE warrants that such Hosted Services will materially comply with the then current Service Documentation provided for the Hosted Service. Customer acknowledges that GE may deliver continuous updates, changes, and improvements to the Hosted Services and the Service Documentation. GE may notify Customer of such changes by publishing updates or changes to GE's Web site for the Hosted Services or by means of written notice to Customer. Customer's sole remedy, and GE's sole obligation and liability, for any failure of the Hosted Services to conform to this warranty is for GE, at its option, to: (1) provide a correction or work-around or provide an issue resolution, or (2) permit Customer to terminate its subscription to the affected Hosted Services and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.3. **Disclaimers.** WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT HOSTED SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS). CUSTOMER ACKNOWLEDGES THAT THE HOSTED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL OR MONITORING DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE HOSTED SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

3.4. **Changes.** GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services or revise the applicable Service Documentation. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a

portion of a Hosted Service if required by changes in GE's relationship with a third party provider or licensor; if required to comply with law or requests or government entities; if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk; or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason. GE may change, discontinue, or add to the Support Services for the Hosted Services from time to time by posting a notice to the Web site where such Support Services are described. If such changes have a materially adverse effect on Customer's use of the Hosted Services, Customer may notify GE in writing, and GE may propose resolutions or work-arounds. If GE is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its subscription to the affected Hosted Services upon written notice to GE and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

**3.5. Use Limitations.** Customer's Order may specify usage or deployment limitations relating to the Hosted Services. GE may enforce such usage limitations by technical or resource restrictions, or GE may permit excess usage and invoice Customer for such use at GE's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in an Order is based on limitations or entitlements not monitored by GE, then Customer agrees to limit its usage only to the designated scope and promptly notify GE if such limitations are exceeded. Customer shall use the Hosted Services solely for its internal business purposes as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the Hosted Services or make the Hosted Services available to any third party, other than as expressly permitted by this Agreement.

**3.6. Suspension.** GE may suspend Customer's right to access or use any portion or all of the Hosted Services upon notice to Customer if GE determines that Customer's use of or registration for the Hosted Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Hosted Services, GE, GE's Affiliates, or any third party, (iii) may adversely impact the integrity of the Hosted Services or the systems or content of any other customer, (iv) may subject GE, GE's Affiliates, or any third party to liability, (v) violates the Acceptable Use Policy or acts in a manner inconsistent with Customer's Responsibilities as set forth in Section 3.8, or (vi) exceeds the scope of use authorized by GE. GE may also suspend Hosted Services if Customer is more than 30 days overdue on any payment obligation under this Agreement. GE shall use commercially reasonable efforts to re-establish Hosted Services after GE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

### **3.7. Security and Data Privacy.**

**3.7.1. Security.** GE shall use reasonable efforts to implement appropriate measures, in accordance with GE's standard security policies applicable to the Hosted Services ("Data Protection Plans") designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. GE reserves the right to modify Data Protection Plans from time to time upon notice to Customer. Customer consents to GE's collection, use, and disclosure of information associated with the Hosted Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Customer's Content in, and the transfer of Customer Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States). GE shall treat Customer contact information (including business contact information of Customer representatives) in accordance with GE's Privacy Policy available at <http://www.ge.com/privacy>. Customer consents to the disclosure of Customer Content to GE's subcontractors and Affiliates who agree to maintain and use Customer Content in accordance with this Agreement.

**3.7.2. Regulated Data.** If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, EU personal data, export-controlled data, or sensitive government data), Customer shall notify GE in writing of such requirements and provide any information that is necessary or reasonably requested by GE to determine the applicable regulatory requirements. Except as may be specified by GE in writing, GE shall not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements. Without limiting the generality of the foregoing, if Customer intends to use the Hosted Services to process personal data of individuals located in the European Union, Customer shall notify GE in writing and the parties will reasonably cooperate to comply with their respective obligations under the EU General Data Protection Regulation.

### **3.8. Customer's Responsibilities.**

**3.8.1. Customer Content and Equipment.** Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer equipment. Customer is responsible for securing all necessary

rights and permissions to provide Customer Content to GE and to use Customer Content with the Hosted Services. For example, Customer is solely responsible for:

- a) the technical operation of Customer Content, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the Hosted Services;
- b) compliance of Customer Content with the Acceptable Use Policy, Data Protection Plan, and applicable Service Documentation;
- c) compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Hosted Services;
- d) any third party claims relating to the legal status of Customer Content;
- e) the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the Hosted Services;
- f) the accuracy, completeness, and timeliness of Customer Content; and
- g) proper handling and processing of notices sent to Customer (or any of Customer's Affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

3.8.2. Customer Security. Customer is responsible for properly configuring and using the Hosted Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE or selected by Customer for accessing the Hosted Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to Customer's employees, agents, and subcontractors performing work on Customer's behalf ("User"). Customer is responsible for any use of Customer's credentials and for notifying GE immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with the Data Protection Plan and all other security requirements published by GE or communicated to Customer for securing Customer Content in connection with using the Hosted Services. Customer is deemed to have taken any action that Customer permits, assists, or facilitates any User or other person or entity to take related to this Agreement, Customer Content, or the Hosted Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Hosted Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Hosted Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by a User, Customer shall immediately terminate such User's access to Customer's account and notify GE.

3.8.3. Connectivity. Except as expressly provided in an Order, Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Hosted Services (including all ISP charges). GE does not and cannot control the flow of data to or from the Hosted Services infrastructure and other portions of the Internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof).

**3.9. Third Party Services.** If specified on GE's Web sites for the Hosted Services, third parties may offer independent services, including hosted application services ("Third Party Services"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third party provider thereof. If Customer subscribes to Third Party Services, Customer consents to GE sharing with the third party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third Party Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third Party Services. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Services.

#### **4. HARDWARE.**

**4.1. Delivery.** Delivery of Hardware sold will be made FCA GE's facility (Incoterms 2010). Title to Hardware shipped by GE from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other Hardware sold shall pass when the product is made available for shipment at the point of shipment. Delivery of Hardware leased to Customer shall be made by commercially reasonable

means. Title to such leased Hardware shall not pass to Customer. Title to any software embedded in or included with Hardware ("Embedded Software") does not pass to Customer.

**4.2. Embedded Software.** GE grants to Customer a limited, nonexclusive license to use any Embedded Software only with and as embedded within the associated Hardware, and Customer shall have no other rights with respect to Embedded Software, including any right to copy or modify the Embedded Software. Customer may transfer the Embedded Software to a third party only to the extent that Customer is permitted to transfer the associated Hardware under this Agreement. Embedded Software is otherwise governed by the license restrictions set forth in Section 10.4 below.

**4.3. Hardware Warranties.**

4.3.1. Hardware Sold. During the applicable warranty period stated below, GE warrants that Hardware sold will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing. If any failure to meet this warranty appears within applicable warranty period from the date of shipment of the Hardware, and Customer returns such equipment to GE pursuant to GE's applicable repair and replacement policy, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the equipment, or (ii) by making available, FCA GE's shipment facility (Incoterms 2010), any necessary repaired or replacement parts. Inbound shipping charges to GE, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by GE to Customer's destination. GE shall have no warranty obligation for Hardware damage or malfunction caused by accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall offer to refund or credit monies paid by Customer for such Hardware upon a return of such Hardware to GE. The applicable warranty period for sold Hardware is twenty-four (24) months from shipment date, unless otherwise stated in the Order or an appendix hereto.

4.3.2. Hardware Leased. Provided that Customer has paid all amounts due, GE warrants that Hardware leased will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing during the lease period. If leased Hardware fails to meet this warranty during the lease period, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the Hardware, or (ii) by delivering, in accordance with standard delivery protocols, any necessary repaired or replacement parts. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall permit Customer to terminate the lease and return such Hardware. In the event GE determines that the damage to the leased Hardware resulted from accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents, Customer shall be charged the then applicable list price for the replacement of the Hardware.

4.3.3. Remanufactured Subassemblies or Parts. Unless prohibited by law, certain Hardware may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

4.3.4. Third Party Hardware. GE warrants Hardware manufactured by third parties including, but not limited to, personal computers, gateways, routers, servers, sensors, edge devices, micro drives, rotary disks, compact flash, cables and accessories, and embedded third party firmware only to the extent that the manufacturer's or third party's warranty allows GE to transfer such warranty to Customer. GE shall pass through to Customer any such warranties. Except to the extent any such manufacturer or third party provides a pass-through warranty, such Hardware is provided "AS IS" without warranty of any kind and the manufacturers and/or third parties disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. The manufacturers or third parties shall not have any liability for special, indirect, punitive, incidental, or consequential damages. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer or third party, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to third party Hardware and associated Embedded Software.

The remedies stated in this Section 4.3 are Customer's exclusive remedy, and GE's sole obligation and liability, for any breach of the warranties for Hardware.

**5. SOFTWARE.**

**5.1. Scope.** As used herein, the term "Software" shall mean certain computer software and related documentation described in an Order, that is provided to Customer by digital download or on physical media for Customer's installation on Customer's computers, including any updates or upgrades provided by GE in connection with Support Services. As used herein, the term "Software" excludes any software hosted by or on behalf of GE and provided as a service.

**5.2. Licenses.** Subject to Customer's payment of all applicable fees and compliance with this Agreement, GE grants to Customer a limited, non-transferable, nonexclusive license, for the license period specified in the applicable Order, to use the Software provided pursuant to an Order for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named user, concurrent user, processor, server, site, facility, or asset based limitations) described on the applicable Order. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.

**5.3. Separately Licensed Software.** Some Software may be supplied to Customer under a separate license agreement, including Open Source Software ("Third Party Software"). Customer's use of such Third Party Software will be governed by such separate license agreements. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Software.

**5.4. Customer Responsibilities.** Unless otherwise specified in an Order, Customer shall be solely responsible for:

- a) properly installing, configuring, and using the Software in accordance with applicable documentation,
- b) providing any hardware, equipment, and physical infrastructure necessary to run the Software,
- c) providing any third party software not included in the Software,
- d) maintaining the security, privacy, and backup of Customer Content,
- e) compliance with applicable laws related to the use, storage, or processing of Customer Content,
- f) the proper operation, control, and maintenance of Customer equipment monitored by the Software, and
- g) applying patches, bug fixes, upgrades, and updates of the Software or third party software.

**5.5. GE Software Warranty.** GE warrants that as of the date of delivery by GE, Software will materially conform with the written product documentation supplied with the Software. If within ninety (90) days of the date of delivery it is shown that the Software does not meet this warranty, GE shall, at its option, either correct the defect or error in the Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer all payments made as license fees therefor after Customer certifies that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section shall be Customer's exclusive remedy, and GE's sole obligation and liability, for any breach by GE of the foregoing warranty.

**5.6. DISCLAIMERS.** WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (I) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (II) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE CUSTOMER EQUIPMENT; OR (III) CYBERSECURITY SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

**5.7. Delivery.** Unless otherwise specified in an Order, Software will be made available for electronic download by Customer. GE shall be deemed to have delivered Software when GE makes the Software available for download by Customer. If an Order specifies that Software is to be delivered to Customer on physical media, then delivery of physical media will be made FCA GE's facility (Incoterms 2010). No title to the Software shall be transferred.

**5.8. Return or Destruction.** Upon the expiration of Customer's license, or its earlier termination in accordance with this Agreement, Customer shall certify, at GE's written request, the deletion or return of all copies of Software in Customer's possession.

## **6. PROFESSIONAL SERVICES.**

**6.1. Services.** GE shall provide Customer with the professional services ("Professional Services") set out in an Order that describes the scope of services, functionality, fees, deliverables, milestones, and estimated delivery dates, and other



requirements thereof ("Statement of Work" or "SOW"). All material changes to any Statement of Work shall be effective only if set forth in a fully executed change order (each a "Change Order").

**6.2. Fees and Expenses.** In addition to the fees stated in the Statement of Work, Customer shall reimburse GE for all reasonable and customary travel, lodging, and other related expenses incurred by GE or its personnel in connection with the performance of Professional Services.

**6.3. Deliverables.** The deliverables resulting from Professional Services to be provided by GE to Customer will be described in the applicable Statement of Work ("Deliverables"). Acceptance procedures for the Deliverables, if any, shall be stated in the applicable Statement of Work. Otherwise, Deliverables shall be deemed accepted by Customer if GE has not received written notice of material defects or non-conformity within five (5) business days after delivery. No schematics or source code shall be furnished, unless specified in the Statement of Work.

**6.4. License.** As between the Parties, GE shall retain all rights, title, and interests to any copyright, patent, trademark, trade secret, or other proprietary or intangible rights, that arise from GE's performance of the Professional Services, including any such rights embodied in the Deliverables, except for the following license to Customer: upon full payment by Customer to GE of all applicable fees, GE grants to Customer a limited, non-exclusive, non-transferable license to use the Deliverables for its internal business purposes, which license shall be perpetual and royalty-free unless otherwise stated in the applicable SOW.

**6.5. Customer Responsibilities.** If Professional Services are to be provided at Customer's site or a third-party site designated by the Customer, Customer shall on an ongoing basis provide GE access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone, and data lines, and other utilities; and (iii) personnel, information, and documentation as reasonably required by GE. Customer shall be responsible to obtain any required permits, approvals, authorizations, or the like to permit GE to perform services at the site. To the extent Customer discloses or makes available to GE any materials, including Customer Content, Customer represents that it has the full right and authority to disclose such materials to GE for purposes of performing GE's obligations hereunder.

**6.6. Professional Services Warranty.** GE warrants that Professional Services performed by GE will materially conform to specifications agreed to by the Parties in the Statement of Work and be performed in a manner consistent with standard commercial practices in the industry. If Customer notifies GE of any material breach of this warranty within ninety (90) days from the delivery of the Deliverables, GE shall, at GE's option (i) reperform any defective portion of the Professional Services furnished, or (ii) if reperformance is not practicable, furnish without charge additional Professional Services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance. The Parties agree that the remedy set forth in this Section shall be GE's sole obligation and liability, and Customer's sole remedy, for warranty claims arising from or in connection with Professional Services.

**6.7. Disclaimers.** WITHOUT LIMITING SECTION 9.2, IF PROFESSIONAL SERVICES INCLUDE PROVIDING CUSTOMER WITH ADVICE OR DATA, CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF ANY SUCH ADVICE OR DATA DEPENDS ON MANY FACTORS OUTSIDE OF GE'S ABILITY TO CONTROL OR FORESEE, AND THEREFORE, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR CONFIRMING SUCH ADVICE OR DATA WITH APPROPRIATE TESTING PRIOR TO TAKING ANY ACTION OR DECISION. UNLESS OTHERWISE STATED IN A STATEMENT OF WORK, GE DOES NOT GUARANTEE THAT PROFESSIONAL SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR OUTCOME.

## **7. DELIVERY.**

**7.1. General.** Unless otherwise agreed by the Parties in writing: (a) GE shall determine the method and routing of all deliveries; (b) delivery dates and times are approximate and based on (i) prompt receipt by GE of all information necessary to permit GE to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by GE of all evidence GE may request that any required export or import license, as applicable, is in effect; (c) the prices for the GE Offerings include only GE's usual quality processes, systems, and tests; and (d) partial deliveries shall be permitted.

**7.2. Packing.** Hardware or tangible media delivered by GE shall be prepared, packed, and shipped by or on behalf of GE in accordance with good commercial practices, unless otherwise agreed by the Parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GE for any costs for any non-standard packing, marking, or shipping directions requested by Customer.

## 8. PAYMENT.

**8.1. Payment Terms.** Except to the extent otherwise specified by GE in writing, invoices for GE Offerings shall be issued pro rata as shipments are made or services performed or made available. If GE consents to delay shipments after completion of any equipment, payment shall become due, title shall pass, and equipment shall be held at Customer's risk and expense as of the date when GE is prepared to make shipment. Unless otherwise agreed in an Order, payment is due net thirty (30) days from the date of invoice. All payments shall be made without set off for claims arising out of other sales by GE. Payment shall be made in the currency quoted.

**8.2. Financial Condition.** 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 otherwise shall be entitled to terminate any Order or Statement of Work and receive any early termination charges specified therein.

**8.3. Late Payments.** Customer shall 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 (or fraction thereof) that the payment is overdue, and Customer shall reimburse GE for 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 possession in the Hardware articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

**8.4. Sales and Similar Taxes.** GE shall be responsible for and shall pay any and all corporate and personal income taxes imposed on GE and its employees by applicable laws ("GE Taxes"). Customer shall be responsible for and shall pay to GE all taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, contract duty / registration fees, storage, transfer, turnover, value-added taxes ("VAT"), Business and Occupation or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country in connection with the execution or performance of the Agreement ("Customer Taxes"), but excluding GE Taxes. All prices are exclusive of Customer Taxes, which may be added by GE to Customer's invoice if applicable, unless Customer provides a direct pay or exemption certificate to GE where permitted by law. If Customer deducts or withholds any GE Taxes from payments owed hereunder, Customer shall provide to GE, within 30 days from payment, the official receipt issued by the competent government authority to which the GE Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. In respect of taxes to be withheld, if any, Customer shall comply with any applicable bilateral conventions against double taxation. The Parties shall reasonably cooperate to claim any available exemptions from tax, fees, or duties that may apply to this Agreement. When Customer arranges the export or intra-European Union ("EU") community shipment, Customer shall provide to GE, free of charge and within 90 days (or, in the case of exports from the U.S., 30 days), evidence (obtained from Customer's forwarder) of exportation or intra EU community shipment. If the laws in the country in which GE performs under this Agreement, or the laws in the country of incorporation of Customer, require the Agreement to be subject to stamp duty, fee, or registration with any local authority, Customer shall be responsible for the required formalities and bear the related costs. Customer shall return to GE a copy of the registration certificate or a registered copy of the Agreement within 10 days from the due date required by said laws to apply for such fee, duty, or registration.

## 9. REPRESENTATIONS AND WARRANTIES.

**9.1. General Conditions of Warranty.** The warranties and remedies set forth herein are conditioned upon: proper storage, installation, use, and maintenance of the GE Offering in accordance with the applicable documentation, the proper design, operation, and configuration of the system into which the GE Offering is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect, and prompt notification to GE of any defects and, as required, promptly making any personnel and computer systems available. Any unauthorized modification to or use of the GE Offerings by Customer will void the warranty.

**9.2. Disclaimer of Implied Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, GE AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GE AND ITS LICENSORS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

**9.3. Customer Warranties.** Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to GE and to permit GE to use the Customer Content to perform GE's obligations hereunder.

## **10. OWNERSHIP.**

**10.1. Customer Content.** As between Customer and GE, Customer retains all rights, title, and interests in and to Customer Content. Except as provided in this Agreement, GE obtains no rights under this Agreement from Customer to any Customer Content.

**10.2. Service Data.** Customer consents to GE's use of Customer Content to provide the GE Offerings to Customer and to perform GE's obligations under this Agreement. Customer further agrees that GE and its Affiliates may use information derived from Customer Content or generated by the GE Offerings to maintain, protect, create, develop, and improve the GE Offerings and other GE products and services, to the extent permitted by applicable law.

**10.3. Reserved Rights.** Customer acknowledges that the GE Offerings are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between GE and Customer, GE (or its Affiliates and licensors) own and reserve all rights, title, and interests in the GE Offerings, except those rights and licenses expressly granted to Customer by this Agreement.

**10.4. Restrictions.** Except as expressly authorized by this Agreement, Customer shall not (a) sublicense, copy, distribute, modify, or create derivative works of any GE Offering, except to the extent authorized by GE under separate agreements, (b) reverse engineer, disassemble, or decompile any GE Offering or apply any other process or procedure to derive the source code of the GE Offerings, (c) access or use the GE Offerings in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any proprietary notices that accompany the GE Offerings; or authorize or assist others to do any of the foregoing.

**10.5. Suggestions.** If Customer provides GE or its Affiliates with any feedback or suggested improvements to the GE Offerings, then Customer consents to GE's use and implementation of such suggestions, without compensation to Customer, and as between the Parties, GE shall solely own products and services developed by or for GE from such suggestions.

## **11. CONFIDENTIALITY.**

**11.1. Non-Disclosure and Non-Use.** A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party.

**11.2. Compelled Disclosure.** If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.

**11.3. Injunctive Relief.** In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party shall be authorized and entitled to seek injunctive or other equitable relief.

## **12. INDEMNIFICATION.**

**12.1. By GE.** GE shall, at GE's expense, defend or, at GE's option, settle any claim brought against Customer by a third party that any GE Offering infringes any third party's United States patent, copyright, trademark, or trade secret (an "Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE on Customer's behalf. As a condition of GE's obligation, Customer must notify GE promptly of any Infringement Claim in writing, tender to GE sole control and authority over the defense or settlement of such claim, and reasonably cooperate with

GE and provide GE with available information in the investigation and defense of such claim. Any effort by Customer to settle an Infringement Claim without GE's involvement and written approval shall void any indemnification obligation hereunder. If use of any GE Offering becomes, or in GE's opinion is likely to become, enjoined or subject to a valid claim of infringement, GE may, at GE's option, (i) procure, at no cost to Customer, the right to use such GE Offering, or (ii) modify the GE Offering or provide a substitute that is non-infringing. If the foregoing is not commercially reasonable, GE may, as applicable: (x) suspend or terminate Customer's subscription to the affected Hosted Service and refund the unexpired portion of the prepaid fees for the suspended or terminated Hosted Services, or (y) terminate Customer's license to the affected Software and refund the pro-rated license fees, or (z) accept a return of the affected Hardware and refund the purchase price, less reasonable depreciation. GE shall have no obligation or liability under this Section for any Infringement Claim to the extent caused by: (a) a modification to the GE Offerings not provided or performed by GE, (b) Customer Content and Customer designs and specifications, (c) the combination of the GE Offerings with other hardware, software, content, or services not provided by GE, (d) use of an infringing GE Offering after GE has provided a non-infringing alternative, or (e) use of the GE Offerings beyond the scope authorized by this Agreement or contrary to applicable documentation. This Section states GE's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual or proprietary right.

**12.2. By Customer.** Customer shall defend and indemnify GE, GE's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any of its Users' use of the GE Offerings, other than an Infringement Claim; (b) the legal status of Customer Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production, advertising, or marketing of Customer Content; (c) a dispute between Customer and any User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of GE Offerings to manage Customer equipment.

### **13. LIMITATIONS OF LIABILITY.**

GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE). CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY GE'S NON-COMPLIANCE WITH THE APPLICABLE GE DATA PROTECTION PLANS, GE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR CLAIMS ARISING OUT OF THIS AGREEMENT IN A CUMULATIVE AMOUNT EXCEEDING CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY, AND, IN THE CASE OF HOSTED SERVICES, UP TO THE AMOUNTS PAID BY CUSTOMER IN THE ONE (1) YEAR PERIOD PRECEDING THE CLAIM.

### **14. TERM AND TERMINATION.**

**14.1. Term.** The term of this Agreement will commence on the date that GE executes or accepts the Order governed by this Agreement and will remain in effect until the termination or expiration of such Order and any renewals thereof, as provided herein.

**14.2. Automatic Renewal.** Except as otherwise stated in the Order, each license or subscription for Software or Hosted Services having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms, unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term.

### **14.3. Termination.**

14.3.1. For Breach. Either Party may terminate this Agreement, or any individual Order or Statement of Work, for a material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.

14.3.2. For Insolvency. A Party may terminate this Agreement upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within thirty (30) days of the filing date thereof.

14.3.3. Effect of Termination. The expiration or termination of this Agreement, or of any Order or Statement of Work, shall terminate the licenses granted and services provided thereunder, except as otherwise provided in Section 14.1 or agreed in writing. Upon any termination or expiration of this Agreement, the following Sections survive: 8 (Payment), 10 (Ownership), 11 (Confidentiality), 12 (Indemnification), 13 (Limitations of Liability), 14 (Term and Termination), and 15 (Miscellaneous).

## 15. MISCELLANEOUS.

**15.1. Performance by GE.** GE shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event, GE shall remain responsible to Customer for such obligations.

**15.2. Excusable or Delayed Performance.** GE shall not be liable for delays or nonperformance 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, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, 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 lost because of the delay, or if performance is rendered impossible, GE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event GE is delayed by conditions caused by 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.

**15.3. Independence.** GE and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other. Both Parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

**15.4. No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**15.5. Trade Compliance.** Each Party shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Customer agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the Parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Agreement (including the transfer any item or technical data under this Agreement), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Each Party shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite commercially reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. Customer acknowledges that GE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing.

**15.6. Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**15.7. Severability and Interpretation.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.

**15.8. Audit.** Customer agrees to permit GE or GE's designated agent, upon reasonable notice to Customer, to audit Customer's books, records, and facilities to verify Customer's compliance with the terms and conditions of this Agreement, including any usage limitations or restrictions applicable to the GE Offerings. If any audit reveals an underpayment by Customer, GE may invoice Customer for such underpayment in accordance with GE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. GE shall pay for any audits, unless an audit reveals that Customer has underpaid by more than 15% of the fees owed in any 3-month period, in which case, Customer shall reimburse GE for its reasonable audit costs.

**15.9. Notices.** GE may provide any notice required or permitted to be given to Customer under this Agreement by sending a written notice to the mailing or email address set forth in the Order or otherwise provided by Customer to GE during account registration, as may be updated by Customer from time to time upon written notice to GE. Notices to GE may be provided as follows:

By personal delivery, overnight courier, or U.S. Postal registered or certified mail:

GE Digital  
2700 Camino Ramon  
Suite 450  
San Ramon, CA 94583  
Attention: GENERAL COUNSEL

**15.10. Assignment.** Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment in violation of this provision shall be void. Notwithstanding the foregoing, GE may assign this Agreement, or any of its rights or obligations hereunder, without the necessity for obtaining consent, to any Affiliate of GE. Subject to these requirements, this Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

**15.11. Entire Agreement.** This Agreement is the entire agreement between Customer and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and GE, whether written or oral, regarding the subject matter of this Agreement.

**15.12. Amendments.** Any Amendments to this Agreement must be in writing and must be signed by both Parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify this Agreement.

**15.13. Waivers.** The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

**15.14. Choice of Law.** This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be New York, New York. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations under this Section shall not apply to any claim (including for injunctive relief) by a Party relating to any actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

**15.15. High Risk Uses.** Customer acknowledges that the GE Offerings are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage. Customer assumes the entire risk for any such use and shall defend and indemnify GE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the GE Offerings for control of any nuclear facility or activity.

**15.16. U.S. Government Contracting.** If Customer is a U.S. Government entity or procures GE Offerings for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all GE Offerings 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 tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) 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 GE Offerings 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 whatsoever with respect to the ability of GE Offerings to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; (f) with regard to DFARS 252.204-7012, Customer agrees that no Unclassified Controlled Technical Information or Covered Defense Information shall be provided to GE, delivered by GE to Customer, or used by GE in the performance of this Agreement; and (g) Customer is solely 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 whatsoever with respect to the ability of GE Offerings or prices to satisfy any such statutes and regulations other than those contained herein.

## Appendix A

### **Product Specific Terms and Conditions**

The following terms and conditions apply to specific GE Offerings listed below, in addition to the terms and conditions of the main body of the MPSA. In the event of any conflict between the terms and conditions in this Appendix and the main body of the MPSA, these terms and conditions shall take precedence with respect to the GE Offerings described below.

#### **1. Predix Platform and APM Services (Hosted Services).**

**1.1. Service Documentation.** The Service Documentation for the Predix platform services includes descriptions of services, analytics, and apps, and associated documentation published by GE on the Predix Web site (Predix.io), as may be modified by GE from time to time. The Service Documentation for Asset Performance Management (APM) includes documentation that GE provides for the APM applications and the functionality described on Customer's Order. Customer shall comply with the Predix Acceptable Use Policy found at <https://www.predix.io/legal/acceptable-use-policy> ("Acceptable Use Policy") when uploading, storing, or processing any Customer Content.

**1.2. APIs.** GE may change, discontinue, or deprecate any application program interface utilized for the Predix platform ("API") from time to time but shall use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if supporting the previous version would pose a security issue or is rendered impossible or impractical as a result of a legal or technological requirement).

**1.3. Data Security.** GE shall secure the Predix platform and APM applications hosted on Predix according to the published Data Protection Plan available at <https://www.predix.io/legal/data-protection>, as it may be updated by GE from time to time. Each Party agrees to comply with its respective obligations under the Data Protection Plan. GE may limit or otherwise restrict the ability of third party devices, including gateways, that have not been provided, approved, or certified by GE from accessing or connecting to the Predix Platform or APM applications, if in GE's opinion, such access or connection could pose a security risk or create a security vulnerability to the Hosted Services infrastructure or to other customers.

**1.4. Predix Studio.** Predix Studio provides an integrated development environment to enable development of custom software code and plugins ("Application Components") designed to run on Predix App Engine. For the term of Customer's subscription to Predix Studio, GE shall provide Customer with hosted access to Predix Studio and Predix App Engine for Customer's internal use only. As between GE and Customer, GE shall solely and exclusively own all modifications or other derivative works of Predix Studio and Predix App Engine and Customer shall retain ownership of any other Customer Content.

**1.5. Asset Answers.** The Asset Answers service uses data from multiple sources to deliver benchmarks. When you submit your data to us for benchmarking in connection with the Asset Answers service, we will anonymize your data and pool

it with other anonymized data to generate benchmarks and analytics delivered to you and other users of our service. By ordering and using this service, you consent to our use of your data in the manner described above.

## **2. Trial Offerings.**

From time to time, GE may offer Customer access to certain GE Offerings that GE designates as "beta," "evaluation," or "trial" on the Predix Web site or in Order documents ("Trial Offerings"). Trial Offerings are provided to Customer free of charge, except as otherwise specified by GE. GE may limit, suspend, or terminate Customer's license or subscription to any portion of the Trial Offerings for any reason, in GE's sole discretion, including, for example, the expiration of the Trial Offerings period, to enforce Trial Offering usage limitations, or to protect GE's services or systems. Any product or service designated "alpha," "beta," or "pre-release" is subject to change without notice, may differ substantially upon commercial release, and may have limited or no Support Services. Trial Offerings have not been fully tested and may contain defects, may lack standard security features, and may be taken offline or become unavailable without notice. Customer acknowledges that Trial Offerings may not meet all the security standards in the Data Protection Plan, and Customer is advised not to process or store any sensitive or confidential information or manage a production environment using Trial Offerings. TRIAL OFFERINGS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GE HAS NO OBLIGATION OR LIABILITY WITH RESPECT TO TRIAL OFFERINGS.

## **3. Advisory Intelligence (Hosted Service).**

**3.1. Internet Advisory Site.** As the Parties may agree in an Order, GE shall set up and/or host the internet server site ("Internet Advisory Site") to provide Customer with equipment monitoring services ("Advisory Intelligence Services") using sensor data or other parameter data provided by Customer ("Advisory Source Data"). More specifically, Advisory Intelligence Services comprises estimates of the values of Advisory Source Data, residuals of the estimates and Advisory Source Data, difference alerts statistically indicating that the Advisory Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all the above.

**3.2. DISCLAIMER.** WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ADVISORY INTELLIGENCE SERVICES WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF CUSTOMER EQUIPMENT.

## **4. Gateway Devices (Hardware).**

GE has the right to remotely administer any device provided by GE pursuant to an Order for collecting and transmitting machine process data in order to provide a GE Offering ("Gateway Device"). If a Gateway Device is lost, stolen, damaged or destroyed, the Customer may order a replacement unit at the then current list price without extending the term of the Agreement with GE. Except as otherwise stated in an Order, upon termination of the applicable subscription or lease, Customer shall return the Gateway Device in accordance with GE's instructions. If specified in the Order, the Gateway Device may be provided by Customer (and not GE) and therefore shall remain the sole property and responsibility of Customer. GE shall have no warranty or other obligation with respect to Customer-provided Gateway Devices. GE has the right to remotely administer any Gateway Device and apply critical software updates, in coordination with Customer.

## **5. ThingWorx / PTC (Software).**

ThingWorx and PTC Software are licensed only for use in conjunction with, and as part of, the software application package provided by GE and may not be separated from the software application package or used on a standalone basis.

## **6. Meridium APM (Software).**

**6.1. Meridium Third Party Components (Software).** Some Meridium software add-on modules are licensed to GE by third parties under the condition that GE incorporate certain additional terms and conditions in this Agreement when providing such modules to Customer. These additional terms and conditions are stated in the Meridium Activation Schedule that accompanies the Order, and to the extent that Meridium has licensed such modules to Customer under the applicable Activation Schedule, such additional terms and conditions are deemed to be incorporated herein by reference.

## **7. Acceleration Plans (Support Services).**



**7.1. Support Services.** GE shall provide the support program and associated level of support as reflected in the applicable Order ("Support Services"). The applicable program, level of service and included or a la carte components that constitute the Support Services are further described in the Acceleration Plans Support & Services Guide and shall be acknowledged by GE (the "Support Confirmation"). Support Services may include various types of Services as described in the Acceleration Plans Support & Services Guide.

**7.2. Nature of Support Services.** Support Services may be provided independently as a GE Offering or as a required component of another GE Offering. To the extent Support Services are provided as a component part of another GE Offering, the relevant Support Services must be purchased and shall terminate when such GE Offering is terminated or shall be extended to the extent such GE Offering is extended (including any automatic renewals thereof). To the extent Support Services are associated with Software, such Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

**7.3. Support Disclaimer.** Customer acknowledges that the interpretation or application of key indicators, metrics, information, or advice provided in connection with Support Services depends on many factors outside of GE's ability to control or foresee, and therefore, Customer assumes sole responsibility for appropriate testing and validation prior to taking any action or decision. GE does not and cannot guarantee that every fault condition can be foreseen or detected or that GE will be able to provide any particular amount of advance warning of any impending fault or failure.

**7.4. Term, Renewal and Termination.**

7.4.1. Support Services Associated with Software. The Support Services subscription term will be as stated on the Confirmation. The subscription term shall be for such initial term and thereafter be renewed automatically for successive one (1) year renewal terms unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

7.4.2. Reinstatement Fee. If for any reason, Customer permits the Support Services to lapse, then GE may charge a re-instatement fee as a condition to reactivating such Support Services.

7.4.3. No Right of Refund. Payment for any and all Support Services is required in advance, without right of refund for any reason.



Dear customer,

Thank you for your reaching out to us. If you would like us to complete your purchase, please review the following sample document to ensure your Purchase Order contains all the details required to be accepted and processed without revisions:

**Purchase Order :** XXXXXXXXXX  
**Issue Date:** XXXXXXXXXX

**Supplier Information:** (found above the quote lines)  
 GE Digital Legal Entity  
 GE Digital Legal Entity Address

Please include all the details of your accounts as shown below:

Bill to Account Name  
 Bill to Account Address  
 Invoice Delivery Method  
 Accounts Payable Contact

Ship to Account Name  
 Ship to Account Address  
 Ship to Contact

**Payment Terms:** Net 30 (default)

**Shipping Terms:** FCA (default)

**Tax Exempt Number or VAT ID** (please provide Tax Exempt Certificate or relevant documents)

Please add the following text to your PO modified to reference your Quote or Proposal:

**Terms and Conditions:** Notwithstanding anything to the contrary herein, this order will be governed by GE DIGITAL including the negotiated terms and conditions set in BMIQ Number, SPA Number, GE-XXXX Proposal Number, or MSA.

Please include any product details relevant to your purchase:

**Description of items purchased** (Software Name, Version, Quantity, Price, Tags, Discounts, etc.)

**Shipping Instructions** (Carrier account, address reference, additional contacts, etc.)

**Please ensure the total amount and currency of your Purchase Order match the amount and currency of the quote provided.**

**If after revising our proposal and this document you find that additional changes to the quote are required or you have any questions, please contact us and we will be happy to assist you.**



Remit Payment Only To:

By Electronic: Bank of America  
 1401 Elm Street 2nd Floor  
 Dallas TX, 75202  
 ABA Information: 111000012  
 Account Name: GE Digital LLC  
 Account Number: 4451103219

International Wires  
 Bank of America  
 100 West 33rd Street  
 New York, NY 10001  
 Swift Code: BOFAUS33  
 Account Name: GE Digital LLC  
 Account Number: 4451103219

Primary SalesPerson **Ronald Lasecki**

Primary Sales Email

Primary Sales Phone

Inside Sales Person **Jennifer Quimby**

Inside Sales Email jennifer.quimby1@ge.com

Inside Sales Phone +1-800-433-2682

CORAL SPRINGS IMPROVEMENT DIST  
 10300 NORTHWEST 11TH MANOR  
 CORAL SPRINGS, FL 33071-0000  
 US

Bill To CSN: 13488700

CORAL SPRINGS IMPROVEMENT DIST  
 10300 NORTHWEST 11TH MANOR  
 CORAL SPRINGS, FL 33071-0000  
 US

End User CSN: 13488700

Quote #	<b>BMIQ-03022021-406844</b>
Quote Date	Mar 2, 2021
Expiration Date	May 31, 2021
Quote Revision	1
Currency	USD
Customer RFQ	
Payment Terms	Net Due in 30 Days

**Detailed Report:**

Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-17367401-003-001			IF58PDUNLEN-T	iFix v5.8 Plus Development Unlimited Points English Win-911 Essential		1	Premier	Jul 4, 2022	\$1,645.07
					TOTAL	1		Jul 4, 2022	\$1,645.07
<b>IFIX-TERML Subtotal</b>									<b>\$1,645.07</b>

Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-17367401-007-001			DR-G00	Drivers IGS- Industrial Gateway Server for Basic Points		1	Premier	Jul 4, 2022	\$171.98
					TOTAL	1		Jul 4, 2022	\$171.98
<b>DRIVER-TERML Subtotal</b>									<b>\$171.98</b>

<b>ICLIENT-TERML</b>									
Serial No.	Base Serial Number	Type of License	Part No.	Part Description	Comments	Quantity	Level	Renewal Date	Price
3-17367401-010-001			IC58THREN	iClient v5.8 Thick Runtime English		1	Premier	Jul 4, 2022	\$385.55
					TOTAL	1		Jul 4, 2022	\$385.55

**Total: \$2,202.60**

*Send Purchase Order and/or Correspondence to:*

GE Digital LLC  
 2700 Camino Ramon  
 San Ramon, CA 94583-9130  
 Telephone:+1-800-433-2682 / +1-617-725-2696  
 gedigitalsalesupport@ge.com  
<http://www.ge.com/digital/software-services>

**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 Digital LLC 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.

## GE DIGITAL GENERAL TERMS AND CONDITIONS

The license or provision of the GE products and services ("GE Offerings") by the GE Digital business ("GE") providing this proposal or quote is expressly conditioned upon the terms and conditions contained or referred to herein. Any authorization by Customer to furnish the GE Offerings or order placed by Customer for GE Offerings will constitute acceptance of these terms and conditions.

### 1. **DEFINITIONS.**

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. GE and Customer are each referred to herein as a "Party" and together as "Parties." The term "General Terms and Conditions" shall mean the body of the text that follows and all appendices included therein. The term "Agreement" shall mean, collectively, these General Terms and Conditions and any Order issuing from the attached quote or proposal.

**1.1.** "Acceptable Use Policy" is defined in Appendix A.

**1.2.** "Affiliate" means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity.

**1.3.** "Change Order" is defined in Section 6.1.

**1.4.** "Confidential Information" of a Party means all of that Party's information and documentation disclosed to or accessed by the other Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation, including any information developed by reference to or use of the other Party's Confidential Information. GE's Confidential Information includes the GE Offerings. "Confidential Information" does not include information that: (a) is independently developed by the receiving Party, as demonstrated by the recipient's written records, without violating the disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the receiving Party at the time of disclosure, as demonstrated by the receiving Party's written records, and the receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfully received by the receiving Party free of any obligation of confidentiality.

**1.5.** "Customer Content" means data, information, documentation, and software provided by Customer for use in connection with the GE Offerings.

**1.6.** "Deliverables" are defined in Section 6.3.

**1.7.** "Data Protection Plan" is defined in Section 3.7.

**1.8.** "Embedded Software" is defined in Section 4.2.

**1.9.** "GE Offerings" means, collectively, the Hosted Services, Hardware, Software, Professional Services, and Support Services provided by GE in accordance with this Agreement.

**1.10.** "Hardware" means hardware equipment that is provided by GE to Customer, as described in Section 4.

**1.11.** "Hosted Services" are defined in Section 3.

**1.12.** "Infringement Claim" is defined in Section 12.1.

**1.13.** "Open Source Software" means any software that is distributed as "free software," "open source software" or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.

- 1.14. "Order" means Customer's acceptance of GE's quote or proposal to which these General Terms and Conditions are attached.
- 1.15. "Professional Services" are defined in Section 6.1.
- 1.16. "Service Documentation" is defined in Section 3.1.
- 1.17. "Software" is defined in Section 5.1.
- 1.18. "SOW" or "Statement of Work" is defined in Section 6.1.
- 1.19. "Support Services" means services associated with the support programs described in Appendix A.
- 1.20. "Third Party Services" are defined in Section 3.9.
- 1.21. "Third Party Software" is defined in Section 5.3.
- 1.22. "User" is defined in Section 3.8.2.

## 2. SCOPE; ORDERS.

2.1. **Scope.** Any offer made by GE herein is expressly conditioned upon acceptance of this Agreement, which sets forth the sole and exclusive terms and conditions that govern any Order for the provision of the GE Offerings. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Customer shall be deemed to be presented for payment purposes only. GE rejects, and shall not be bound by, any additional or different terms contained in such documents.

## 3. HOSTED SERVICES.

3.1. **General.** "Hosted Services" are computer software applications, software platforms, and equipment monitoring services that are hosted by GE and provided as a service to Customer. GE shall provide Customer with remote access to the Hosted Services for the term of Customer's paid subscription, as described in an Order. Customer agrees to use the Hosted Services solely in accordance with this Agreement, the product-specific terms and conditions described in Appendix A, and the written documentation published or provided by GE for the Hosted Services (collectively, "Service Documentation").

3.2. **Hosted Services Warranty.** For the term of Customer's paid subscription to the Hosted Services, GE warrants that such Hosted Services will materially comply with the then current Service Documentation provided for the Hosted Service. Customer acknowledges that GE may deliver continuous updates, changes, and improvements to the Hosted Services and the Service Documentation. GE may notify Customer of such changes by publishing updates or changes to GE's Web site for the Hosted Services or by means of written notice to Customer. Customer's sole remedy, and GE's sole obligation and liability, for any failure of the Hosted Services to conform to this warranty is for GE, at its option, to: (1) provide a correction or work-around or provide an issue resolution, or (2) permit Customer to terminate its subscription to the affected Hosted Services and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

3.3. **Disclaimers.** WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT HOSTED SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS). CUSTOMER ACKNOWLEDGES THAT THE HOSTED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL OR MONITORING DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE HOSTED SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

3.4. **Changes.** GE may change, discontinue, or deprecate any of the Hosted Services (including individual services or the Hosted Services as a whole) or change or remove features or functionality of the Hosted Services or revise the applicable Service Documentation. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a

portion of a Hosted Service if required by changes in GE's relationship with a third party provider or licensor; if required to comply with law or requests or government entities; if providing the Hosted Services could create a substantial economic or technical burden or material legal or security risk; or if GE determines that use of the Hosted Services by Customer or the provision of the Hosted Services to Customer is prohibited or impractical due to a legal or regulatory reason. GE may change, discontinue, or add to the Support Services for the Hosted Services from time to time by posting a notice to the Web site where such Support Services are described. If such changes have a materially adverse effect on Customer's use of the Hosted Services, Customer may notify GE in writing, and GE may propose resolutions or work-arounds. If GE is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its subscription to the affected Hosted Services upon written notice to GE and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.

**3.5. Use Limitations.** Customer's Order may specify usage or deployment limitations relating to the Hosted Services. GE may enforce such usage limitations by technical or resource restrictions, or GE may permit excess usage and invoice Customer for such use at GE's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in an Order is based on limitations or entitlements not monitored by GE, then Customer agrees to limit its usage only to the designated scope and promptly notify GE if such limitations are exceeded. Customer shall use the Hosted Services solely for its internal business purposes as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the Hosted Services or make the Hosted Services available to any third party, other than as expressly permitted by this Agreement.

**3.6. Suspension.** GE may suspend Customer's right to access or use any portion or all of the Hosted Services upon notice to Customer if GE determines that Customer's use of or registration for the Hosted Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Hosted Services, GE, GE's Affiliates, or any third party, (iii) may adversely impact the integrity of the Hosted Services or the systems or content of any other customer, (iv) may subject GE, GE's Affiliates, or any third party to liability, (v) violates the Acceptable Use Policy or acts in a manner inconsistent with Customer's Responsibilities as set forth in Section 3.8, or (vi) exceeds the scope of use authorized by GE. GE may also suspend Hosted Services if Customer is more than 30 days overdue on any payment obligation under this Agreement. GE shall use commercially reasonable efforts to re-establish Hosted Services after GE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

### **3.7. Security and Data Privacy.**

**3.7.1. Security.** GE shall use reasonable efforts to implement appropriate measures, in accordance with GE's standard security policies applicable to the Hosted Services ("Data Protection Plans") designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. GE reserves the right to modify Data Protection Plans from time to time upon notice to Customer. Customer consents to GE's collection, use, and disclosure of information associated with the Hosted Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Customer's Content in, and the transfer of Customer Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States). GE shall treat Customer contact information (including business contact information of Customer representatives) in accordance with GE's Privacy Policy available at <http://www.ge.com/privacy>. Customer consents to the disclosure of Customer Content to GE's subcontractors and Affiliates who agree to maintain and use Customer Content in accordance with this Agreement.

**3.7.2. Regulated Data.** If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, EU personal data, export-controlled data, or sensitive government data), Customer shall notify GE in writing of such requirements and provide any information that is necessary or reasonably requested by GE to determine the applicable regulatory requirements. Except as may be specified by GE in writing, GE shall not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements. Without limiting the generality of the foregoing, if Customer intends to use the Hosted Services to process personal data of individuals located in the European Union, Customer shall notify GE in writing and the parties will reasonably cooperate to comply with their respective obligations under the EU General Data Protection Regulation.

### **3.8. Customer's Responsibilities.**

**3.8.1. Customer Content and Equipment.** Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer equipment. Customer is responsible for securing all necessary

rights and permissions to provide Customer Content to GE and to use Customer Content with the Hosted Services. For example, Customer is solely responsible for:

- a) the technical operation of Customer Content, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the Hosted Services;
- b) compliance of Customer Content with the Acceptable Use Policy, Data Protection Plan, and applicable Service Documentation;
- c) compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Hosted Services;
- d) any third party claims relating to the legal status of Customer Content;
- e) the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the Hosted Services;
- f) the accuracy, completeness, and timeliness of Customer Content; and
- g) proper handling and processing of notices sent to Customer (or any of Customer's Affiliates) by any person claiming that Customer Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

3.8.2. Customer Security. Customer is responsible for properly configuring and using the Hosted Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE or selected by Customer for accessing the Hosted Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to Customer's employees, agents, and subcontractors performing work on Customer's behalf ("User"). Customer is responsible for any use of Customer's credentials and for notifying GE immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with the Data Protection Plan and all other security requirements published by GE or communicated to Customer for securing Customer Content in connection with using the Hosted Services. Customer is deemed to have taken any action that Customer permits, assists, or facilitates any User or other person or entity to take related to this Agreement, Customer Content, or the Hosted Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Hosted Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Hosted Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by a User, Customer shall immediately terminate such User's access to Customer's account and notify GE.

3.8.3. Connectivity. Except as expressly provided in an Order, Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Hosted Services (including all ISP charges). GE does not and cannot control the flow of data to or from the Hosted Services infrastructure and other portions of the Internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof).

**3.9. Third Party Services.** If specified on GE's Web sites for the Hosted Services, third parties may offer independent services, including hosted application services ("Third Party Services"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third party provider thereof. If Customer subscribes to Third Party Services, Customer consents to GE sharing with the third party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer's use of the Third Party Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third Party Services. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Services.

#### **4. HARDWARE.**

**4.1. Delivery.** Delivery of Hardware sold will be made FCA GE's facility (Incoterms 2010). Title to Hardware shipped by GE from the United States shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other Hardware sold shall pass when the product is made available for shipment at the point of shipment. Delivery of Hardware leased to Customer shall be made by commercially reasonable



means. Title to such leased Hardware shall not pass to Customer. Title to any software embedded in or included with Hardware ("Embedded Software") does not pass to Customer.

**4.2. Embedded Software.** GE grants to Customer a limited, nonexclusive license to use any Embedded Software only with and as embedded within the associated Hardware, and Customer shall have no other rights with respect to Embedded Software, including any right to copy or modify the Embedded Software. Customer may transfer the Embedded Software to a third party only to the extent that Customer is permitted to transfer the associated Hardware under this Agreement. Embedded Software is otherwise governed by the license restrictions set forth in Section 10.4 below.

**4.3. Hardware Warranties.**

4.3.1. Hardware Sold. During the applicable warranty period stated below, GE warrants that Hardware sold will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing. If any failure to meet this warranty appears within applicable warranty period from the date of shipment of the Hardware, and Customer returns such equipment to GE pursuant to GE's applicable repair and replacement policy, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the equipment, or (ii) by making available, FCA GE's shipment facility (Incoterms 2010), any necessary repaired or replacement parts. Inbound shipping charges to GE, including associated taxes, duties, tariffs, etc., shall be paid by Customer. Return (outbound) warranty repair shipping charges shall be paid by GE to Customer's destination. GE shall have no warranty obligation for Hardware damage or malfunction caused by accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall offer to refund or credit monies paid by Customer for such Hardware upon a return of such Hardware to GE. The applicable warranty period for sold Hardware is twenty-four (24) months from shipment date, unless otherwise stated in the Order or an appendix hereto.

4.3.2. Hardware Leased. Provided that Customer has paid all amounts due, GE warrants that Hardware leased will be free from material defects in material and workmanship and will materially conform to any specifications agreed to by the Parties in writing during the lease period. If leased Hardware fails to meet this warranty during the lease period, GE shall correct any such failure at its option, (i) by repairing any defective or damaged part or parts of the Hardware, or (ii) by delivering, in accordance with standard delivery protocols, any necessary repaired or replacement parts. If in GE's reasonable judgment such repair or replacement of Hardware is not practicable, GE shall permit Customer to terminate the lease and return such Hardware. In the event GE determines that the damage to the leased Hardware resulted from accident, abuse, misuse, neglect, or improper repair, storage or handling by Customer or its agents, Customer shall be charged the then applicable list price for the replacement of the Hardware.

4.3.3. Remanufactured Subassemblies or Parts. Unless prohibited by law, certain Hardware may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

4.3.4. Third Party Hardware. GE warrants Hardware manufactured by third parties including, but not limited to, personal computers, gateways, routers, servers, sensors, edge devices, micro drives, rotary disks, compact flash, cables and accessories, and embedded third party firmware only to the extent that the manufacturer's or third party's warranty allows GE to transfer such warranty to Customer. GE shall pass through to Customer any such warranties. Except to the extent any such manufacturer or third party provides a pass-through warranty, such Hardware is provided "AS IS" without warranty of any kind and the manufacturers and/or third parties disclaim all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose. The manufacturers or third parties shall not have any liability for special, indirect, punitive, incidental, or consequential damages. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer or third party, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to third party Hardware and associated Embedded Software.

The remedies stated in this Section 4.3 are Customer's exclusive remedy, and GE's sole obligation and liability, for any breach of the warranties for Hardware.

**5. SOFTWARE.**

**5.1. Scope.** As used herein, the term "Software" shall mean certain computer software and related documentation described in an Order, that is provided to Customer by digital download or on physical media for Customer's installation on Customer's computers, including any updates or upgrades provided by GE in connection with Support Services. As used herein, the term "Software" excludes any software hosted by or on behalf of GE and provided as a service.

**5.2. Licenses.** Subject to Customer's payment of all applicable fees and compliance with this Agreement, GE grants to Customer a limited, non-transferable, nonexclusive license, for the license period specified in the applicable Order, to use the Software provided pursuant to an Order for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named user, concurrent user, processor, server, site, facility, or asset based limitations) described on the applicable Order. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.

**5.3. Separately Licensed Software.** Some Software may be supplied to Customer under a separate license agreement, including Open Source Software ("Third Party Software"). Customer's use of such Third Party Software will be governed by such separate license agreements. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third Party Software.

**5.4. Customer Responsibilities.** Unless otherwise specified in an Order, Customer shall be solely responsible for:

- a) properly installing, configuring, and using the Software in accordance with applicable documentation,
- b) providing any hardware, equipment, and physical infrastructure necessary to run the Software,
- c) providing any third party software not included in the Software,
- d) maintaining the security, privacy, and backup of Customer Content,
- e) compliance with applicable laws related to the use, storage, or processing of Customer Content,
- f) the proper operation, control, and maintenance of Customer equipment monitored by the Software, and
- g) applying patches, bug fixes, upgrades, and updates of the Software or third party software.

**5.5. GE Software Warranty.** GE warrants that as of the date of delivery by GE, Software will materially conform with the written product documentation supplied with the Software. If within ninety (90) days of the date of delivery it is shown that the Software does not meet this warranty, GE shall, at its option, either correct the defect or error in the Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer all payments made as license fees therefor after Customer certifies that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section shall be Customer's exclusive remedy, and GE's sole obligation and liability, for any breach by GE of the foregoing warranty.

**5.6. DISCLAIMERS.** WITHOUT LIMITING THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (I) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (II) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE CUSTOMER EQUIPMENT; OR (III) CYBERSECURITY SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

**5.7. Delivery.** Unless otherwise specified in an Order, Software will be made available for electronic download by Customer. GE shall be deemed to have delivered Software when GE makes the Software available for download by Customer. If an Order specifies that Software is to be delivered to Customer on physical media, then delivery of physical media will be made FCA GE's facility (Incoterms 2010). No title to the Software shall be transferred.

**5.8. Return or Destruction.** Upon the expiration of Customer's license, or its earlier termination in accordance with this Agreement, Customer shall certify, at GE's written request, the deletion or return of all copies of Software in Customer's possession.

## **6. PROFESSIONAL SERVICES.**

**6.1. Services.** GE shall provide Customer with the professional services ("Professional Services") set out in an Order that describes the scope of services, functionality, fees, deliverables, milestones, and estimated delivery dates, and other

requirements thereof ("Statement of Work" or "SOW"). All material changes to any Statement of Work shall be effective only if set forth in a fully executed change order (each a "Change Order").

**6.2. Fees and Expenses.** In addition to the fees stated in the Statement of Work, Customer shall reimburse GE for all reasonable and customary travel, lodging, and other related expenses incurred by GE or its personnel in connection with the performance of Professional Services.

**6.3. Deliverables.** The deliverables resulting from Professional Services to be provided by GE to Customer will be described in the applicable Statement of Work ("Deliverables"). Acceptance procedures for the Deliverables, if any, shall be stated in the applicable Statement of Work. Otherwise, Deliverables shall be deemed accepted by Customer if GE has not received written notice of material defects or non-conformity within five (5) business days after delivery. No schematics or source code shall be furnished, unless specified in the Statement of Work.

**6.4. License.** As between the Parties, GE shall retain all rights, title, and interests to any copyright, patent, trademark, trade secret, or other proprietary or intangible rights, that arise from GE's performance of the Professional Services, including any such rights embodied in the Deliverables, except for the following license to Customer: upon full payment by Customer to GE of all applicable fees, GE grants to Customer a limited, non-exclusive, non-transferable license to use the Deliverables for its internal business purposes, which license shall be perpetual and royalty-free unless otherwise stated in the applicable SOW.

**6.5. Customer Responsibilities.** If Professional Services are to be provided at Customer's site or a third-party site designated by the Customer, Customer shall on an ongoing basis provide GE access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone, and data lines, and other utilities; and (iii) personnel, information, and documentation as reasonably required by GE. Customer shall be responsible to obtain any required permits, approvals, authorizations, or the like to permit GE to perform services at the site. To the extent Customer discloses or makes available to GE any materials, including Customer Content, Customer represents that it has the full right and authority to disclose such materials to GE for purposes of performing GE's obligations hereunder.

**6.6. Professional Services Warranty.** GE warrants that Professional Services performed by GE will materially conform to specifications agreed to by the Parties in the Statement of Work and be performed in a manner consistent with standard commercial practices in the industry. If Customer notifies GE of any material breach of this warranty within ninety (90) days from the delivery of the Deliverables, GE shall, at GE's option (i) reperform any defective portion of the Professional Services furnished, or (ii) if reperformance is not practicable, furnish without charge additional Professional Services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance. The Parties agree that the remedy set forth in this Section shall be GE's sole obligation and liability, and Customer's sole remedy, for warranty claims arising from or in connection with Professional Services.

**6.7. Disclaimers.** WITHOUT LIMITING SECTION 9.2, IF PROFESSIONAL SERVICES INCLUDE PROVIDING CUSTOMER WITH ADVICE OR DATA, CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF ANY SUCH ADVICE OR DATA DEPENDS ON MANY FACTORS OUTSIDE OF GE'S ABILITY TO CONTROL OR FORESEE, AND THEREFORE, CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR CONFIRMING SUCH ADVICE OR DATA WITH APPROPRIATE TESTING PRIOR TO TAKING ANY ACTION OR DECISION. UNLESS OTHERWISE STATED IN A STATEMENT OF WORK, GE DOES NOT GUARANTEE THAT PROFESSIONAL SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR OUTCOME.

## **7. DELIVERY.**

**7.1. General.** Unless otherwise agreed by the Parties in writing: (a) GE shall determine the method and routing of all deliveries; (b) delivery dates and times are approximate and based on (i) prompt receipt by GE of all information necessary to permit GE to proceed with work immediately and without interruption, (ii) Customer's compliance with the payment terms, (iii) prompt receipt by GE of all evidence GE may request that any required export or import license, as applicable, is in effect; (c) the prices for the GE Offerings include only GE's usual quality processes, systems, and tests; and (d) partial deliveries shall be permitted.

**7.2. Packing.** Hardware or tangible media delivered by GE shall be prepared, packed, and shipped by or on behalf of GE in accordance with good commercial practices, unless otherwise agreed by the Parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GE for any costs for any non-standard packing, marking, or shipping directions requested by Customer.

## 8. PAYMENT.

**8.1. Payment Terms.** Except to the extent otherwise specified by GE in writing, invoices for GE Offerings shall be issued pro rata as shipments are made or services performed or made available. If GE consents to delay shipments after completion of any equipment, payment shall become due, title shall pass, and equipment shall be held at Customer's risk and expense as of the date when GE is prepared to make shipment. Unless otherwise agreed in an Order, payment is due net thirty (30) days from the date of invoice. All payments shall be made without set off for claims arising out of other sales by GE. Payment shall be made in the currency quoted.

**8.2. Financial Condition.** 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 otherwise shall be entitled to terminate any Order or Statement of Work and receive any early termination charges specified therein.

**8.3. Late Payments.** Customer shall 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 (or fraction thereof) that the payment is overdue, and Customer shall reimburse GE for 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 possession in the Hardware articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

**8.4. Sales and Similar Taxes.** GE shall be responsible for and shall pay any and all corporate and personal income taxes imposed on GE and its employees by applicable laws ("GE Taxes"). Customer shall be responsible for and shall pay to GE all taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, contract duty / registration fees, storage, transfer, turnover, value-added taxes ("VAT"), Business and Occupation or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed by any governmental authority of any country in connection with the execution or performance of the Agreement ("Customer Taxes"), but excluding GE Taxes. All prices are exclusive of Customer Taxes, which may be added by GE to Customer's invoice if applicable, unless Customer provides a direct pay or exemption certificate to GE where permitted by law. If Customer deducts or withholds any GE Taxes from payments owed hereunder, Customer shall provide to GE, within 30 days from payment, the official receipt issued by the competent government authority to which the GE Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. In respect of taxes to be withheld, if any, Customer shall comply with any applicable bilateral conventions against double taxation. The Parties shall reasonably cooperate to claim any available exemptions from tax, fees, or duties that may apply to this Agreement. When Customer arranges the export or intra-European Union ("EU") community shipment, Customer shall provide to GE, free of charge and within 90 days (or, in the case of exports from the U.S., 30 days), evidence (obtained from Customer's forwarder) of exportation or intra EU community shipment. If the laws in the country in which GE performs under this Agreement, or the laws in the country of incorporation of Customer, require the Agreement to be subject to stamp duty, fee, or registration with any local authority, Customer shall be responsible for the required formalities and bear the related costs. Customer shall return to GE a copy of the registration certificate or a registered copy of the Agreement within 10 days from the due date required by said laws to apply for such fee, duty, or registration.

## 9. REPRESENTATIONS AND WARRANTIES.

**9.1. General Conditions of Warranty.** The warranties and remedies set forth herein are conditioned upon: proper storage, installation, use, and maintenance of the GE Offering in accordance with the applicable documentation, the proper design, operation, and configuration of the system into which the GE Offering is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect, and prompt notification to GE of any defects and, as required, promptly making any personnel and computer systems available. Any unauthorized modification to or use of the GE Offerings by Customer will void the warranty.

**9.2. Disclaimer of Implied Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, GE AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GE AND ITS LICENSORS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.

**9.3. Customer Warranties.** Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to GE and to permit GE to use the Customer Content to perform GE's obligations hereunder.

## **10. OWNERSHIP.**

**10.1. Customer Content.** As between Customer and GE, Customer retains all rights, title, and interests in and to Customer Content. Except as provided in this Agreement, GE obtains no rights under this Agreement from Customer to any Customer Content.

**10.2. Service Data.** Customer consents to GE's use of Customer Content to provide the GE Offerings to Customer and to perform GE's obligations under this Agreement. Customer further agrees that GE and its Affiliates may use information derived from Customer Content or generated by the GE Offerings to maintain, protect, create, develop, and improve the GE Offerings and other GE products and services, to the extent permitted by applicable law.

**10.3. Reserved Rights.** Customer acknowledges that the GE Offerings are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between GE and Customer, GE (or its Affiliates and licensors) own and reserve all rights, title, and interests in the GE Offerings, except those rights and licenses expressly granted to Customer by this Agreement.

**10.4. Restrictions.** Except as expressly authorized by this Agreement, Customer shall not (a) sublicense, copy, distribute, modify, or create derivative works of any GE Offering, except to the extent authorized by GE under separate agreements, (b) reverse engineer, disassemble, or decompile any GE Offering or apply any other process or procedure to derive the source code of the GE Offerings, (c) access or use the GE Offerings in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any proprietary notices that accompany the GE Offerings; or authorize or assist others to do any of the foregoing.

**10.5. Suggestions.** If Customer provides GE or its Affiliates with any feedback or suggested improvements to the GE Offerings, then Customer consents to GE's use and implementation of such suggestions, without compensation to Customer, and as between the Parties, GE shall solely own products and services developed by or for GE from such suggestions.

## **11. CONFIDENTIALITY.**

**11.1. Non-Disclosure and Non-Use.** A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (the "Disclosing Party"), use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Receiving Party.

**11.2. Compelled Disclosure.** If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.

**11.3. Injunctive Relief.** In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to the Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages and accordingly the Disclosing Party shall be authorized and entitled to seek injunctive or other equitable relief.

## **12. INDEMNIFICATION.**

**12.1. By GE.** GE shall, at GE's expense, defend or, at GE's option, settle any claim brought against Customer by a third party that any GE Offering infringes any third party's United States patent, copyright, trademark, or trade secret (an "Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE on Customer's behalf. As a condition of GE's obligation, Customer must notify GE promptly of any Infringement Claim in writing, tender to GE sole control and authority over the defense or settlement of such claim, and reasonably cooperate with

GE and provide GE with available information in the investigation and defense of such claim. Any effort by Customer to settle an Infringement Claim without GE's involvement and written approval shall void any indemnification obligation hereunder. If use of any GE Offering becomes, or in GE's opinion is likely to become, enjoined or subject to a valid claim of infringement, GE may, at GE's option, (i) procure, at no cost to Customer, the right to use such GE Offering, or (ii) modify the GE Offering or provide a substitute that is non-infringing. If the foregoing is not commercially reasonable, GE may, as applicable: (x) suspend or terminate Customer's subscription to the affected Hosted Service and refund the unexpired portion of the prepaid fees for the suspended or terminated Hosted Services, or (y) terminate Customer's license to the affected Software and refund the pro-rated license fees, or (z) accept a return of the affected Hardware and refund the purchase price, less reasonable depreciation. GE shall have no obligation or liability under this Section for any Infringement Claim to the extent caused by: (a) a modification to the GE Offerings not provided or performed by GE, (b) Customer Content and Customer designs and specifications, (c) the combination of the GE Offerings with other hardware, software, content, or services not provided by GE, (d) use of an infringing GE Offering after GE has provided a non-infringing alternative, or (e) use of the GE Offerings beyond the scope authorized by this Agreement or contrary to applicable documentation. This Section states GE's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual or proprietary right.

**12.2. By Customer.** Customer shall defend and indemnify GE, GE's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any of its Users' use of the GE Offerings, other than an Infringement Claim; (b) the legal status of Customer Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production, advertising, or marketing of Customer Content; (c) a dispute between Customer and any User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of GE Offerings to manage Customer equipment.

### **13. LIMITATIONS OF LIABILITY.**

GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE). CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY GE'S NON-COMPLIANCE WITH THE APPLICABLE GE DATA PROTECTION PLANS, GE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR CLAIMS ARISING OUT OF THIS AGREEMENT IN A CUMULATIVE AMOUNT EXCEEDING CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY, AND, IN THE CASE OF HOSTED SERVICES, UP TO THE AMOUNTS PAID BY CUSTOMER IN THE ONE (1) YEAR PERIOD PRECEDING THE CLAIM.

### **14. TERM AND TERMINATION.**

**14.1. Term.** The term of this Agreement will commence on the date that GE executes or accepts the Order governed by this Agreement and will remain in effect until the termination or expiration of such Order and any renewals thereof, as provided herein.

**14.2. Automatic Renewal.** Except as otherwise stated in the Order, each license or subscription for Software or Hosted Services having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms, unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term.

### **14.3. Termination.**

14.3.1. For Breach. Either Party may terminate this Agreement, or any individual Order or Statement of Work, for a material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.

14.3.2. For Insolvency. A Party may terminate this Agreement upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within thirty (30) days of the filing date thereof.

14.3.3. Effect of Termination. The expiration or termination of this Agreement, or of any Order or Statement of Work, shall terminate the licenses granted and services provided thereunder, except as otherwise provided in Section 14.1 or agreed in writing. Upon any termination or expiration of this Agreement, the following Sections survive: 8 (Payment), 10 (Ownership), 11 (Confidentiality), 12 (Indemnification), 13 (Limitations of Liability), 14 (Term and Termination), and 15 (Miscellaneous).

## 15. MISCELLANEOUS.

**15.1. Performance by GE.** GE shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event, GE shall remain responsible to Customer for such obligations.

**15.2. Excusable or Delayed Performance.** GE shall not be liable for delays or nonperformance 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, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, 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 lost because of the delay, or if performance is rendered impossible, GE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event GE is delayed by conditions caused by 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.

**15.3. Independence.** GE and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other. Both Parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

**15.4. No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**15.5. Trade Compliance.** Each Party shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Customer agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the Parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Agreement (including the transfer any item or technical data under this Agreement), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Each Party shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite commercially reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. Customer acknowledges that GE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing.

**15.6. Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**15.7. Severability and Interpretation.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.

**15.8. Audit.** Customer agrees to permit GE or GE's designated agent, upon reasonable notice to Customer, to audit Customer's books, records, and facilities to verify Customer's compliance with the terms and conditions of this Agreement, including any usage limitations or restrictions applicable to the GE Offerings. If any audit reveals an underpayment by Customer, GE may invoice Customer for such underpayment in accordance with GE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. GE shall pay for any audits, unless an audit reveals that Customer has underpaid by more than 15% of the fees owed in any 3-month period, in which case, Customer shall reimburse GE for its reasonable audit costs.

**15.9. Notices.** GE may provide any notice required or permitted to be given to Customer under this Agreement by sending a written notice to the mailing or email address set forth in the Order or otherwise provided by Customer to GE during account registration, as may be updated by Customer from time to time upon written notice to GE. Notices to GE may be provided as follows:

By personal delivery, overnight courier, or U.S. Postal registered or certified mail:

GE Digital  
2700 Camino Ramon  
Suite 450  
San Ramon, CA 94583  
Attention: GENERAL COUNSEL

**15.10. Assignment.** Neither Party may assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, and any assignment in violation of this provision shall be void. Notwithstanding the foregoing, GE may assign this Agreement, or any of its rights or obligations hereunder, without the necessity for obtaining consent, to any Affiliate of GE. Subject to these requirements, this Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

**15.11. Entire Agreement.** This Agreement is the entire agreement between Customer and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and GE, whether written or oral, regarding the subject matter of this Agreement.

**15.12. Amendments.** Any Amendments to this Agreement must be in writing and must be signed by both Parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify this Agreement.

**15.13. Waivers.** The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

**15.14. Choice of Law.** This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. All disputes arising out of or relating to this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be New York, New York. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations under this Section shall not apply to any claim (including for injunctive relief) by a Party relating to any actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

**15.15. High Risk Uses.** Customer acknowledges that the GE Offerings are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological contamination or environmental damage. Customer assumes the entire risk for any such use and shall defend and indemnify GE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the GE Offerings for control of any nuclear facility or activity.



**15.16. U.S. Government Contracting.** If Customer is a U.S. Government entity or procures GE Offerings for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all GE Offerings 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 tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) 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 GE Offerings 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 whatsoever with respect to the ability of GE Offerings to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; (f) with regard to DFARS 252.204-7012, Customer agrees that no Unclassified Controlled Technical Information or Covered Defense Information shall be provided to GE, delivered by GE to Customer, or used by GE in the performance of this Agreement; and (g) Customer is solely 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 whatsoever with respect to the ability of GE Offerings or prices to satisfy any such statutes and regulations other than those contained herein.

## Appendix A

### **Product Specific Terms and Conditions**

The following terms and conditions apply to specific GE Offerings listed below, in addition to the terms and conditions of the main body of the MPSA. In the event of any conflict between the terms and conditions in this Appendix and the main body of the MPSA, these terms and conditions shall take precedence with respect to the GE Offerings described below.

#### **1. Predix Platform and APM Services (Hosted Services).**

**1.1. Service Documentation.** The Service Documentation for the Predix platform services includes descriptions of services, analytics, and apps, and associated documentation published by GE on the Predix Web site (Predix.io), as may be modified by GE from time to time. The Service Documentation for Asset Performance Management (APM) includes documentation that GE provides for the APM applications and the functionality described on Customer's Order. Customer shall comply with the Predix Acceptable Use Policy found at <https://www.predix.io/legal/acceptable-use-policy> ("Acceptable Use Policy") when uploading, storing, or processing any Customer Content.

**1.2. APIs.** GE may change, discontinue, or deprecate any application program interface utilized for the Predix platform ("API") from time to time but shall use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if supporting the previous version would pose a security issue or is rendered impossible or impractical as a result of a legal or technological requirement).

**1.3. Data Security.** GE shall secure the Predix platform and APM applications hosted on Predix according to the published Data Protection Plan available at <https://www.predix.io/legal/data-protection>, as it may be updated by GE from time to time. Each Party agrees to comply with its respective obligations under the Data Protection Plan. GE may limit or otherwise restrict the ability of third party devices, including gateways, that have not been provided, approved, or certified by GE from accessing or connecting to the Predix Platform or APM applications, if in GE's opinion, such access or connection could pose a security risk or create a security vulnerability to the Hosted Services infrastructure or to other customers.

**1.4. Predix Studio.** Predix Studio provides an integrated development environment to enable development of custom software code and plugins ("Application Components") designed to run on Predix App Engine. For the term of Customer's subscription to Predix Studio, GE shall provide Customer with hosted access to Predix Studio and Predix App Engine for Customer's internal use only. As between GE and Customer, GE shall solely and exclusively own all modifications or other derivative works of Predix Studio and Predix App Engine and Customer shall retain ownership of any other Customer Content.

**1.5. Asset Answers.** The Asset Answers service uses data from multiple sources to deliver benchmarks. When you submit your data to us for benchmarking in connection with the Asset Answers service, we will anonymize your data and pool

it with other anonymized data to generate benchmarks and analytics delivered to you and other users of our service. By ordering and using this service, you consent to our use of your data in the manner described above.

## **2. Trial Offerings.**

From time to time, GE may offer Customer access to certain GE Offerings that GE designates as "beta," "evaluation," or "trial" on the Predix Web site or in Order documents ("Trial Offerings"). Trial Offerings are provided to Customer free of charge, except as otherwise specified by GE. GE may limit, suspend, or terminate Customer's license or subscription to any portion of the Trial Offerings for any reason, in GE's sole discretion, including, for example, the expiration of the Trial Offerings period, to enforce Trial Offering usage limitations, or to protect GE's services or systems. Any product or service designated "alpha," "beta," or "pre-release" is subject to change without notice, may differ substantially upon commercial release, and may have limited or no Support Services. Trial Offerings have not been fully tested and may contain defects, may lack standard security features, and may be taken offline or become unavailable without notice. Customer acknowledges that Trial Offerings may not meet all the security standards in the Data Protection Plan, and Customer is advised not to process or store any sensitive or confidential information or manage a production environment using Trial Offerings. TRIAL OFFERINGS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND GE HAS NO OBLIGATION OR LIABILITY WITH RESPECT TO TRIAL OFFERINGS.

## **3. Advisory Intelligence (Hosted Service).**

**3.1. Internet Advisory Site.** As the Parties may agree in an Order, GE shall set up and/or host the internet server site ("Internet Advisory Site") to provide Customer with equipment monitoring services ("Advisory Intelligence Services") using sensor data or other parameter data provided by Customer ("Advisory Source Data"). More specifically, Advisory Intelligence Services comprises estimates of the values of Advisory Source Data, residuals of the estimates and Advisory Source Data, difference alerts statistically indicating that the Advisory Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all the above.

**3.2. DISCLAIMER.** WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 9.2, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ADVISORY INTELLIGENCE SERVICES WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT, OR CONDITION OF CUSTOMER EQUIPMENT.

## **4. Gateway Devices (Hardware).**

GE has the right to remotely administer any device provided by GE pursuant to an Order for collecting and transmitting machine process data in order to provide a GE Offering ("Gateway Device"). If a Gateway Device is lost, stolen, damaged or destroyed, the Customer may order a replacement unit at the then current list price without extending the term of the Agreement with GE. Except as otherwise stated in an Order, upon termination of the applicable subscription or lease, Customer shall return the Gateway Device in accordance with GE's instructions. If specified in the Order, the Gateway Device may be provided by Customer (and not GE) and therefore shall remain the sole property and responsibility of Customer. GE shall have no warranty or other obligation with respect to Customer-provided Gateway Devices. GE has the right to remotely administer any Gateway Device and apply critical software updates, in coordination with Customer.

## **5. ThingWorx / PTC (Software).**

ThingWorx and PTC Software are licensed only for use in conjunction with, and as part of, the software application package provided by GE and may not be separated from the software application package or used on a standalone basis.

## **6. Meridium APM (Software).**

**6.1. Meridium Third Party Components (Software).** Some Meridium software add-on modules are licensed to GE by third parties under the condition that GE incorporate certain additional terms and conditions in this Agreement when providing such modules to Customer. These additional terms and conditions are stated in the Meridium Activation Schedule that accompanies the Order, and to the extent that Meridium has licensed such modules to Customer under the applicable Activation Schedule, such additional terms and conditions are deemed to be incorporated herein by reference.

## **7. Acceleration Plans (Support Services).**

**7.1. Support Services.** GE shall provide the support program and associated level of support as reflected in the applicable Order ("Support Services"). The applicable program, level of service and included or a la carte components that constitute the Support Services are further described in the Acceleration Plans Support & Services Guide and shall be acknowledged by GE (the "Support Confirmation"). Support Services may include various types of Services as described in the Acceleration Plans Support & Services Guide.

**7.2. Nature of Support Services.** Support Services may be provided independently as a GE Offering or as a required component of another GE Offering. To the extent Support Services are provided as a component part of another GE Offering, the relevant Support Services must be purchased and shall terminate when such GE Offering is terminated or shall be extended to the extent such GE Offering is extended (including any automatic renewals thereof). To the extent Support Services are associated with Software, such Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

**7.3. Support Disclaimer.** Customer acknowledges that the interpretation or application of key indicators, metrics, information, or advice provided in connection with Support Services depends on many factors outside of GE's ability to control or foresee, and therefore, Customer assumes sole responsibility for appropriate testing and validation prior to taking any action or decision. GE does not and cannot guarantee that every fault condition can be foreseen or detected or that GE will be able to provide any particular amount of advance warning of any impending fault or failure.

**7.4. Term, Renewal and Termination.**

7.4.1. Support Services Associated with Software. The Support Services subscription term will be as stated on the Confirmation. The subscription term shall be for such initial term and thereafter be renewed automatically for successive one (1) year renewal terms unless a Party provides the other Party with written notice of its intent to not renew at least thirty (30) days prior to the end of the initial or successive term. The renewal rate shall be increased at each renewal to reflect the annually published Consumer Price Index plus one percent (1%) over the prior period. CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

7.4.2. Reinstatement Fee. If for any reason, Customer permits the Support Services to lapse, then GE may charge a re-instatement fee as a condition to reactivating such Support Services.

7.4.3. No Right of Refund. Payment for any and all Support Services is required in advance, without right of refund for any reason.



GE  
Digital


2700 Camino Ramon  
San Ramon, CA 94583

GE Digital agrees to provide Coral Springs Improvement District the opportunity to receive SCADA support services per Quote # BMIQ-03022021-406839 and Quote # BMIQ-03022021-406844. GE Digital further agrees that it will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further, GE Digital agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Sandra Demarco  
210 N. University Drive, Suite 702 Coral Springs, FL 33071  
(O) 954.603.0033, Ext. 40532  
Email: Sandra.demarco@inframark.com**

DocuSigned by:  
  
F3019AC94E57446  
Signature

5/5/2021

Date

## **SEVENTH ORDER OF BUSINESS**



1888 NW 22nd Street  
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069  
shenandoahus.com

DATE: June 04, 2021  
SUBMITTED TO: Coral Springs Improvement District  
STREET: 10300 NW 11 Manor  
CITY, STATE & ZIP: Coral Springs, FL 33071  
PHONE: (954) 796-6627  
FAX:  
EMAIL: joes@csidfl.org  
JOB NAME: Digester Tank #1 - Cleaning 2021  
ATTENTION: Joe Stephens Tom Kedrieski  
954-275-9735 / David McIntosh

PROPOSAL #P21688

We propose to furnish a crew and all necessary equipment to cleaning digester tank # 1 if hatch door are installed with 4 men crew to remove 75' diaX 6" of debris. 82 cubic yards of debris. We will perform this work by piggy backing the Broward County School Board Contract FY20-210 at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

4) Clean Obstruction or Blockage With Vac truck	(at \$195.00 Per Hour)	44 hour(s)	\$8,580.00
26) Suction Hose	(at \$200.00 Each)	7 Each	\$1,400.00
42) Material Disposal	(at \$190.00 Per cu. Yd.)	82 cu. yd(s).	\$15,580.00
<b>Estimated Total:</b>			<b>\$25,560.00</b>

NOTE: If there is less debris in the tank than estimated above the cost would be reduced. If there is more debris than estimated the cost will increase. This proposal includes removal of all loose debris from the job described above. (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt.. The dollar amount mentioned above is to remove up to 82 cubic yards of debris. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.  
Jose Vera

TITLE  
Estimator

DATE  
06/04/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:

February 19, 2021

Coral Springs Improvement District  
Attn: Joe Stephens

Re: Bid#2016-01 – Tank Cleaning  
Contract Renewal

Shenandoah would like opportunity to renew the above contract for an additional year at the same terms and conditions of the existing contract.

If you need any additional information, please feel free to contact Margaret Lary.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DD', is positioned below the word 'Sincerely,'.

Daniel DiMura  
Vice President



February 19, 2021

Coral Springs Improvement District  
 Attn: Joe Stephens

Re: Bid#2016-01 – Tank Cleaning  
 Contract Renewal

Shenandoah General Construction LLC agrees to provide Coral Springs Improvement District the opportunity to provide tank cleaning services under the contract named above and further agrees that we will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Shenandoah General Construction LLC agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs maintain compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited, or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Sandra Demarco  
 210 N. University Drive, Suite 702 Coral Springs, FL 33071  
 (O) 954.603.0033, Ext. 40532  
 Email: Sandra.demarco@inframark.com**

Sincerely,

Daniel DiMura  
 Vice President

Dr. Martin Shank, CSID, President

3/15/2021



## **EIGHTH ORDER OF BUSINESS**

**WINDSTREAM  
ENTERPRISE**

**ADDENDUM TO AGREEMENT**

THIS ADDENDUM ("Addendum") is entered into between Windstream ("Contractor") and **CORAL SPRINGS IMPROVEMENT DISTRICT** ("Customer") and amends the Service Agreement identified by Quote # 2263972 ("Agreement") between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

Windstream and Customer hereby agree that the following provision shall be added to the Agreement:

Windstream Enterprise agrees that it will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Windstream Enterprise agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Sandra Demarco  
210 N. University Drive, Suite 702 Coral Springs, FL 33071  
(O) 954.603.0033, Ext. 40532  
Email: [PublicRecords@inframark.com](mailto:PublicRecords@inframark.com)**

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

This Addendum is not effective until executed by an authorized representative of each party.

**CORAL SPRINGS IMPROVEMENT DISTRICT  
(Customer)**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Windstream  
(and its affiliates)**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Account Summary**

Customer Name	CORAL SPRINGS IMPROVEMENT DISTRICT
Quote #	2263972
Windstream Enterprise Representative	Edie Harmon
Contract Term Length	36 Months
Effective Date	May 13, 2021
MMF	\$1,342.50

**Summary of Charges (Total for All Locations)**

Product	Monthly Recurring Charges	One-Time Charges
Advantage Business Lines	\$816.20	\$0.00
Dynamic IP	\$526.30	\$0.00
Common Voice Features	\$0.00	\$0.00
<b>Total*</b>	<b>\$1,342.50</b>	<b>\$0.00</b>

“The Monthly Recurring Charges represented above DO NOT include the taxes or charges that Windstream passes on to governmental entities AND the following Windstream fees and surcharges: Access Recovery Charge of up to \$3.00 per line or a maximum of 5 per trunk. Regulatory Assessment Surcharge of up to 8% applies to Interstate and International charges in the following states MN, NY and PA. An Administrative Service Fee of up to 12% applies to Interstate, Intrastate and Internet services monthly charges in all states except MN, NY and PA.”

**Usage Rates\*\***

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section. Additional charges apply for all voice features, router maintenance, CPE maintenance and directory listings. Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current retail rate. Customers participating in an Equipment for Services Lease Program will be billed program rates. Precision - each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

**Service Agreement Summary**

This Service Agreement is subject to and controlled by the Windstream Service Terms and Conditions and the service-specific terms and conditions located at <http://www.windstreamenterprise.com/service-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. Rates are subject to change on 30 days' notice via bill message on customer's invoice. By your signature you warrant that you have read, understand and agree to the Service Agreement, Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by Windstream if not signed and returned by 6/27/2021.



**Location Summary**

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
Coral Springs Improvement District	\$148.40	\$0.00	\$0.00
CORAL SPRINGS IMPROVEMENT DISTRICT	\$296.80	\$0.00	\$0.00
CORAL SPRINGS IMPROVEMENT DISTRICT	\$222.60	\$0.00	\$0.00
CORAL SPRINGS IMPROVEMENT DISTRICT	\$674.70	\$0.00	\$0.00

**Location Detail**

Location Name	Coral Springs Improvement District	Account Number	7150133
Location Address	10300 NW 11TH MNR , CORAL SPRINGS, FL 33071-6530	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Advantage Business Lines</b>			
FSLC	2	\$9.20	\$18.40
Advantage Business Lines Charge	2	\$65.00	\$130.00
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
		<b>Total</b>	<b>\$148.40</b>

**Location Detail**

Location Name	CORAL SPRINGS IMPROVEMENT DISTRICT	Account Number	7056149
Location Address	10300 NW 11TH MNR , Coral Springs, FL 33071	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Advantage Business Lines</b>			
FSLC	4	\$9.20	\$36.80
Advantage Business Lines Charge	4	\$65.00	\$260.00
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
		<b>Total</b>	<b>\$296.80</b>

**Location Detail**

Location Name	CORAL SPRINGS IMPROVEMENT DISTRICT	Account Number	7033935
Location Address	10300 NW 11TH MNR , CORAL SPRINGS, FL 33071-6530	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Advantage Business Lines</b>			
FSLC	3	\$9.20	\$27.60
Advantage Business Lines Charge	3	\$65.00	\$195.00
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
<b>Total</b>			<b>\$222.60</b>

**Location Detail**

Location Name	CORAL SPRINGS IMPROVEMENT DISTRICT	Account Number	7100408
Location Address	10300 NW 11TH MNR , CORAL SPRINGS, FL 33071-6530	Service Order Type	Conversion

**Monthly Recurring Charges**

Product	Qty.	Unit Price	Total Price
<b>Advantage Business Lines</b>			
FSLC	2	\$9.20	\$18.40
Advantage Business Lines Charge	2	\$65.00	\$130.00
<b>Common Voice Features</b>			
900/976 Block	1	\$0.00	\$0.00
International Block	1	\$0.00	\$0.00
<b>Dynamic IP</b>			\$460.30
Call Paths - PRI/CAS	23	Included	
Ethernet Access(5 Mb)	1	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
IP Addresses Block of 4 Charge	1	\$0.00	\$0.00
20 DID Station Numbers	5	\$4.00	\$20.00
FSLC Charge	5	\$9.20	\$46.00
<b>Total</b>			<b>\$674.70</b>

**Usage Rates\*\***

Usage Type	Product and Usage Rates			
	Rate	Initial Increment	Additional Increment	Precision
Regional Long Distance Charges (D)	0.03	6 sec	6 sec	2 digit
In State Long Distance Charges (D)	0.03	6 sec	6 sec	2 digit



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Out of State Long Distance Charges (D)	0.03	6 sec	6 sec	2 digit
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**APPLICATION FOR CREDIT**

Representative: Edie Harmon

Representative Phone: \_\_\_\_\_

**CUSTOMER INFORMATION**

Customer Name: CORAL SPRINGS IMPROVEMENT DISTRICT Tax Exempt Status: \_\_\_\_\_  
 Federal Tax ID or SS Number: \_\_\_\_\_ EMR: \_\_\_\_\_  
 Notice Address: \_\_\_\_\_ Years in Operation: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Number Of Employees: \_\_\_\_\_  
 Business Structure: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Nature of Business: \_\_\_\_\_

**FRANCHISE COMPANY (If Applicable)**

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CUSTOMER CONTACT INFORMATION**

Contact Name: \_\_\_\_\_ AP Contact Name: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_ AP Contact Phone: \_\_\_\_\_  
 Contact Fax: \_\_\_\_\_ AP Contact Fax: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_ AP Contact Email: \_\_\_\_\_  
 Principal/Partner/Officer Full Name: Contact Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**BANK REFERENCE**

Bank Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Bank Contact Name: \_\_\_\_\_  
 Bank Contact Phone: \_\_\_\_\_  
 Bank Contact Fax: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

**TRADE REFERENCES**

<u>Vendor</u>	<u>Account Number</u>	<u>Phone</u>	<u>Fax</u>	<u>Contact</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Current Local Telco: \_\_\_\_\_ Current I.D. Carrier: \_\_\_\_\_

<p><b>Authorization</b></p> <p>I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates, to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the Customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.</p>	<p><b>Accepted By Customer</b></p> <p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	--

**Letter of Agency**

Contact Name:	Company Name: CORAL SPRINGS IMPROVEMENT DISTRICT
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

**Authorization to Change Service Provider(s)**

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates\* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

**Telephone Numbers:**


I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

**Company  
Signature:** \_\_\_\_\_

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

\*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)



**Windstream VoIP 911 Disclosure**

Windstream and its affiliates (collectively, "WIN") are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

**Loss of 911 services due to power failure or Internet connection failure:**

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

**To ensure that 911 calls are properly routed:**

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address:** WIN customers should contact the WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647). Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

**To Report a Change to Your Service Location:**

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers - Contact your Account Manager directly or use 1-866- 791-6277.

**Customer Affirmation of Notification**

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

Printed Name \_\_\_\_\_

207838468

Account Number \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **NINTH ORDER OF BUSINESS**

**AMENDMENT NO. 2**  
**PAYMENTUS MASTER SERVICES AGREEMENT WITH EFFECTIVE DATE FEBRUARY 13, 2013**

This Amendment No. 2 (“Amendment No. 2”) amends the Master Services Agreement executed on effective date February 13, 2013 (“Effective Date”) (collectively the “Agreement”), between Coral Springs Improvement District (“Client”) with a principal place of business located at 10300 NW 11<sup>th</sup> Manor Coral Springs, FL 33071, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 (“Paymentus”). Client and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 2 is effective at the time of the last to sign of the Parties.

**STATEMENT OF PURPOSE**

Client and Paymentus entered into the Agreement for electronic bill payment services;

- A. The parties entered into a Master Services Agreement originally dated February 13<sup>th</sup>, 2013.
- B. The Parties currently desire to amend Schedule A of the Master Services Agreement to reduce the Paymentus Service Fee for Utility Bills to now reflect \$1.78 per transaction for Credit/Debit cards and Advanced Payments and \$0.50 per transaction for ACH/eCheck. Current maximum payment amounts shall remain unchanged.
- C. The parties wish to amend Section 9.1 “Term” of the Master Services Agreement to extend the Initial Term through May 28<sup>th</sup>, 2025 with an automatic renewal period of three (3) successive years thereafter, unless either party provides the other with six (6) months prior written notice of intent not to renew.

**AGREEMENT**

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

- 1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment No. 2 as follows:
  - 1.1 Schedule A (“Schedule A”) of the Agreement is hereby deleted and the new Schedule A attached here is substituted in lieu thereof.
  - 1.2 The parties wish to amend section 9.1 “Term” of the Master Services Agreement to extend the Initial Term through May 28<sup>th</sup>, 2025 with an automatic renewal period of three (3) successive years thereafter, unless either party provides the other with six (6) months prior written notice of intent not to renew.
- 2. Miscellaneous:
  - 2.1 This Amendment No. 2 is binding and inures to the benefit of the Parties and their respective successors and assigns.
  - 2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 2 remain in full force and effect.

2.3 This Amendment No. 2 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 2 to be executed by their duly authorized representatives.

**CORAL SPRINGS IMPROVEMENT DISTRICT**

**PAYMENTUS CORPORATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**SCHEDULE A – PAYMENTUS FEE SCHEDULE**

**TO THE MASTER SERVICES AGREEMENT**  
**BETWEEN CORAL SPRINGS IMPROVEMENT DISTRICT AND PAYMENTUS**  
**ABSORBED MODEL FOR UTILITY**

<b>Payment Type</b>	<b>Paymentus Service Fee</b>
Credit/Debit Card and Advanced Payments Average Bill Amount: \$100	\$1.78 per qualified transaction
ACH/eCheck	\$0.50 per transaction

Note: Maximum Payment Amount per payment is \$5,000. Multiple payments can be made. Paymentus service fee shall be applied in increments of \$500. Paymentus may apply different limits per transaction for user adoption or to mitigate risks.

Paymentus Corporation agrees that it will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Paymentus Corporation agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Sandra Demarco  
210 N. University Drive, Suite 702 Coral Springs, FL 33071  
(O) 954.603.0033, Ext. 40532  
Email: [PublicRecords@inframark.com](mailto:PublicRecords@inframark.com)**



## **TENTH ORDER OF BUSINESS**

**10A**

### C3 ENGAGEMENT AGREEMENT

This Agreement, entered into this 4<sup>th</sup> day of June, 2021 by and between Cloud Computing Concepts, LLC. (referred to at times as "C3,") a Delaware Limited Liability Company with a principal place of business at 110 E. Atlantic Avenue, Suite 420, Delray Beach, FL, 33444 and Coral Springs Improvement District (referred to at times as "CLIENT") with a principal place of business at 10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071.

WHEREAS, C3 and CLIENT wish to establish a relationship in which C3 provides Professional Services to CLIENT (hereinafter described and referred to as "SERVICES");


WHEREAS, CLIENT acknowledges that all SERVICES provided herein under will be provided on a Time and Materials basis in accordance with the terms set forth below;

WHEREAS, CLIENT agrees to compensate C3 for all SERVICES provided in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the promises and undertakings hereinafter set forth, it is agreed:

1. **Performance Of Services.** C3 shall, to the best of its ability, render all SERVICES in a timely and professional manner and in accordance with the relevant generally accepted processes and techniques, except in such situations where an alternate approach is reasonably expected to provide superior results. Services shall be provided at times mutually agreed upon by C3 and CLIENT, including nights and weekends as necessary.
  - a. **Proposed Services.** Proposed SERVICES under this Agreement include:
    - i. **Initial consultation**
    - ii. **Review suspected Business Email Compromise (BEC)**
    - iii. **Review Azure and Office/Microsoft 365 logs for additional evidence**
    - iv. **Review basic information security posture of organization**
    - v. **Deep analysis of PC where suspected initial compromise occurred**
    - vi. **Provide report of findings with recommendations for next steps**
  - b. **Additional Services.** CLIENT may request SERVICES other than those Proposed Services above, but must do so in writing.
  
2. **Term and Termination.** The term of this Agreement shall be for a period of Thirty (30) Calendar Days beginning on date of inception. The term may be extended by mutual written agreement of C3 and CLIENT.
  - a. **Termination Without Cause.** Either party can terminate this Agreement at any time, without cause, upon Ten (10) Calendar Days advanced written notice to the other party.
  - b. **Termination For Cause.** Either party may terminate this Agreement immediately upon notice to the other party if the other party breaches or is in default of any obligation hereunder, including the failure to make any payment when due, which default is incapable of cure or which, being capable of cure, has not been cured within Ten (10) Calendar Days after receipt of written notice from the non-defaulting party.

  
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- c. **Effect of Termination.** Upon termination of this Agreement, C3 shall immediately cease performing any Services for CLIENT and immediately surrender to CLIENT all work, materials, and/or intellectual property developed under this Agreement. The sections entitled "Confidentiality", "Limitation of Liability", "Non-Solicitation", and "Governing Law" shall survive the termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, except as agreed upon herein, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.
3. **Compensation.** CLIENT shall be billed by C3 in accordance with the terms outlined in this section.
- a. **Services.**
    - i. **Billing Rate.** CLIENT will accrue charges for SERVICES, as requested by CLIENT and performed by C3, at the rates set forth in Schedule A, "BILLING RATES".
    - ii. **Billing Increments.** Billing shall be based on 0.5 hour increments and shall automatically be rounded up to the next increment.
    - iii. **Minimum Billable Amount - Remote.** The minimum time billed for any SERVICES provided remotely or via telephone will be 0.5 hours.
    - iv. **Minimum Billable Amount – On Site.** The minimum time billed for any SERVICES provided at a CLIENT location shall be 2 hours.
    - v. **Guaranteed Minimum Billing.** In consideration of the rapid response and discounted rates offered to CLIENT by C3, CLIENT agrees to a minimum billing of \$1500 regardless of the actual SERVICES requested and/or consumed.
  - b. **Travel.**
    - i. **Total Travel Time.** Travel Time shall be defined as the time it takes for a C3 employee or representative to travel from their point of departure to the CLIENT location, including all land, sea, and air travel as might be necessary; plus the time it takes the same C3 employee or representative to travel from CLIENT location to their next destination; plus any time incurred traveling on behalf of CLIENT.
    - ii. **Travel Time Increments.** Travel Time shall be billed in 0.5 hour increments and shall automatically be rounded up to the next increment.
    - iii. **Travel Rate.** The billing rate for Travel Time shall be Eighty and Zero Cents (\$80.00) per hour.
    - iv. **Travel Allowance.** C3 will allow for one hour (60 minutes) of Travel Time in each direction, to and from CLIENT location, at no charge.
  - c. **Expenses.** Client shall reimburse C3 for all expenses incurred in connection with Services, including but not limited to airfare, hotel, taxi cab, parking, tolls, fuel, meals, and supplies.
    - i. **Reimbursement Rate.** The rate of reimbursement shall be equal to actual cost incurred by C3 plus a \$25.00 or 15% handling fee, whichever is greater. At no time will the handling fee exceed \$75.00.
    - ii. **Documentation.** All expense items exceeding \$75.00 shall be fully documented by C3 and may be reviewed by Client at any time.
4. **Payment Terms.** Payment for SERVICES shall be made in accordance with the terms and conditions set forth in this section.
- a. **Terms.** CLIENT shall cause C3 to receive payment for all invoiced Services, Travel, and Expenses no later than twenty (20) days from the date of the invoice.

  
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- b. **Late Payment.** CLIENT acknowledges that C3 shall add a daily periodic interest charge based on an annual rate of 18% for all outstanding monies for which payment is not received in accordance with this section.
- c. **Reporting.** CLIENT acknowledges that C3 is contractually obligated to share its payment experiences with Dun and Bradstreet.
- d. **Suspension Of Services.** C3 reserves the exclusive right to suspend any and/or all work, at its sole discretion, if CLIENT does not meet the payment terms set forth in this section. Such suspension due to non-payment by CLIENT shall not be considered to be a release by C3 of CLIENT for CLIENT's responsibilities hereunder.
- e. **Collections.** Client agrees to reimburse C3 for all fees incurred as a result of attempting to collect any monies due under this agreement. Such reimbursable fees may include attorney fees, collection agency fees, postage, clerical labor, expert testimony, and payment of professional fees for court appearances made by C3 personnel at the rate of \$500.00 per hour.

#### 5. Confidentiality.

- a. **Confidential Information.** By virtue of this Agreement, the parties may have access to information that is confidential to one another. ("Confidential Information"). For purposes of this Agreement, Confidential Information of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, client, contracts and financial information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party"). Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the other Party, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party.
- b. **Restrictions On Use.** The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees or representatives who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.



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- c. **Exclusions.** Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order).
  - d. **Equitable Relief.** The Receiving Party acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each party (as the Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.
  - e. **Return of Materials.** Upon termination of this Agreement, the Receiving Party will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.
6. **Authorized Client Representatives.** Throughout the duration of this Contract, C3 is instructed to follow the directions given by the AUTHORIZED CLIENT REPRESENTATIVES as set forth in Schedule B, "AUTHORIZED CLIENT REPRESENTATIVES." At no time will C3 staff or agents be permitted to take direction from Client Representatives not specifically listed in Schedule B. CLIENT may choose to modify the list of AUTHORIZED CLIENT REPRESENTATIVES by way of an amendment as set forth in the section entitled "Amendment."
7. **Client Responsibilities.**
- a. **Reasonable Assistance.** CLIENT shall provide, in a timely and professional manner, and at no cost to C3, assistance, cooperation, and complete and accurate information and data to the best of its knowledge and/or ability.
  - b. **Reasonable Access.** CLIENT shall provide C3 with reasonable access to relevant office, computer and telecommunications facilities, programs, files, and documentation. Reasonable access shall include all necessary computer security codes and access mechanisms, including physical keys and/or access cards if necessary.
  - c. **Work Environment.** CLIENT shall provide a safe and suitable work environment for C3 employees and agents.
  - d. **Other Resources.** CLIENT shall provide other resources as reasonably requested by C3 to enable it to perform the services outlined herein.
8. **Governing Law.** This Agreement shall be interpreted and governed in all regards in accordance with the laws of the State of Florida.
9. **Bankruptcy.** If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.


  
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10. **Limitation of Liability.** The maximum liability of C3 to CLIENT arising out of, or in connection with the Services provided hereunder, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall not exceed the portion of the fees paid for such Services during the ten (10) days immediately prior to the event giving rise to such liability. In no event shall C3 be liable to any Person or Entity for special, incidental, exemplary, indirect or consequential damages, whether foreseeable or not, in connection with the services provided hereunder, including, but not limited to loss of or damage to data, revenues, profits, goodwill, or other economic loss.
11. **Non-Solicitation.** Effective immediately and continuing for a period of one year from the termination of this Agreement, regardless of cause for termination, CLIENT shall not, either directly or indirectly, alone or in conjunction with another party, interfere with or harm, or attempt to interfere with or harm, the relationship of C3 with any person who at any time was an employee or sub-contractor of C3, nor shall CLIENT engage or seek to engage the services of any C3 employee, former employee, or sub-contractor either directly or indirectly. CLIENT hereby agrees that non-compliance with this section shall represent Breach of this Contract, entitle C3 to compensatory damages, and any and all other injunctive relief as allowed by the Laws of the State of Florida.
12. **Taxes.** All monetary amounts provided herein and by way of any Exhibits and/or Amendments attached hereto are exclusive of any federal, state, or local taxes. CLIENT shall be responsible for payment of all taxes regardless of whether C3 has informed the CLIENT of the amounts due to any specific taxation authority.
13. **Assignment.** CLIENT shall not have the right to assign any of its rights or delegate any of its duties set forth in this Agreement without the prior written consent of C3, not to be unreasonably withheld. Any attempt by CLIENT to assign or delegate this Agreement, or any portion thereof, without the prior written consent of C3 shall constitute Breach of this Agreement.
14. **Notices.** All notices that are required under these Terms will be in writing and will be considered effective upon receipt.
15. **Independent Contractor.** C3 is an independent contractor in the performance under these Terms and neither C3 nor any C3 employees or agents are employees or agents of CLIENT. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.
16. **Entire Agreement.** These Terms represent the entire agreement between C3 and CLIENT regarding CLIENT's purchase from C3 of the Services outlined herein and supersedes and replaces any previous communications, representations, or agreements, or CLIENT's additional or inconsistent terms, whether oral or written.
17. **Non-Exclusivity.** This Agreement is nonexclusive and the parties may enter into similar agreements with other parties without restriction as to number, location and application.

  
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18. **Export and Import.** By accepting this Agreement, CLIENT confirms that it is not located in any country under United States Economic embargo or sanction, not identified on the Entity List of proliferation concern, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the United States Export Administration Regulations (15 CRF 744) and hardware, software, technology or services may not be exported, re-exported, transferred or downloaded to any such entity.
19. **Force Majeure.** Neither party shall be held responsible or liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder, other than for delay in the payment of money due and payable hereunder, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, fires, floods, wars, insurrections, riots, strikes, terrorist acts and/or other forms of civil unrest, or due to performance failures of parties outside of the control of either party hereto.
20. **Counterparts.** This Agreement may be executed in counterparts.
21. **Amendment.** This Agreement may be amended only in writing and such amendment must be executed by both C3 and the CLIENT before such amendment will become enforceable. Such Amendments may be executed in counterparts.
22. **Enforcement.** If any provisions, paragraphs, or covenants of this Agreement are deemed by a court of competent jurisdiction to be unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
23. **Waiver of Rights.** No delay in exercising any right, by either party, set forth by this Agreement shall constitute a waiver of such right.



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24. **Execution: IN WITNESS WHEREOF**, the parties hereto have respectively caused this Agreement to be agreed to and accepted as executed by the parties' duly authorized representatives on the date(s) herein set forth.

Cloud Computing Concepts, LLC

**Coral Springs Improvement District**

110 E. Atlantic Ave, Suite 420

**10300 NW 11<sup>th</sup> Manor**

Delray Beach, FL 33444

**Coral Springs, FL 33071**

By:    
 11F9F6E67D804B3...

By: 

Name: Rick Mancinelli

Name: **David McIntosh**

Title: President/CEO

Title: **Director of Operations**

Date: 6/7/2021 | 7:15 PM EDT

Date: 6/4/21

## Schedule A: BILLING RATES

<b>Service Name:</b>	Senior Security Engineer
<b>Rate:</b>	\$250.00 per hour
<b>Service Name:</b>	Security Engineer
<b>Rate:</b>	\$195.00 per hour
<b>Service Name:</b>	Network Engineer
<b>Rate:</b>	\$195.00 per hour
<b>Service Name:</b>	Forensics Software, Licenses, and other tools
<b>Rate:</b>	As quoted by C3, pre-approved by CLIENT, procured as needed



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## Schedule B: AUTHORIZED CLIENT PERSONNEL

Full Name	Title	Contact Phone	Email Address
1. David McIntosh	Director of Operations	954-422-3568	davidm@csidfl.org

-- NO OTHERS --



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110 East Atlantic Avenue | Suite 420 | Delray Beach, FL 33444  
Telephone: 561-939-4000 | Fax: 954-592-4072 | www.C3Cloud.com

Cloud Computing Concepts LLC agrees that will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Cloud Computing Concepts LLC agrees that it is our obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

**IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**Sandra Demarco  
210 N. University Drive, Suite 702 Coral Springs, FL 33071  
(O) 954.603.0033, Ext. 40532  
Email: PublicRecords@inframark.com**

DocuSigned by:  
*Rick Mancinelli*  
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6/7/2021 | 7:15 PM EDT

Signature

Date

DYNAMIC CONNECTIONS • IMPACTFUL SOLUTIONS



CLOUD SOLUTIONS



ON SITE SUPPORT & 24/7 HELP DESK



DISASTER RECOVERY & BUSINESS CONTINUITY



VOICE & DATA NETWORKING



NETWORK SECURITY & COMPLIANCE



IT STRATEGY & CONSULTING



/C3Office



/C3Office



"Cloud Computing Concepts"

**10B.**

## C3 ENGAGEMENT AGREEMENT

This Agreement, entered into this 14<sup>th</sup> day of **June, 2021** by and between Cloud Computing Concepts, LLC. (referred to at times as "C3,") a Delaware Limited Liability Company with a principal place of business at 110 E. Atlantic Avenue, Suite 420, Delray Beach, FL, 33444 and **Coral Springs Improvement District** (referred to at times as "CLIENT") with a principal place of business at **10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071.**

WHEREAS, C3 and CLIENT wish to establish a relationship in which C3 provides Professional Services to CLIENT (hereinafter described and referred to as "SERVICES");

WHEREAS, CLIENT acknowledges that all SERVICES provided herein under will be provided on a Time and Materials basis in accordance with the terms set forth below;

WHEREAS, CLIENT agrees to compensate C3 for all SERVICES provided in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the promises and undertakings hereinafter set forth, it is agreed:

1. **Performance Of Services.** C3 shall, to the best of its ability, render all SERVICES in a timely and professional manner and in accordance with the relevant generally accepted processes and techniques, except in such situations where an alternate approach is reasonably expected to provide superior results. Services shall be provided at times mutually agreed upon by C3 and CLIENT, including nights and weekends as necessary.
  - a. **Proposed Services.** Proposed SERVICES under this Agreement include:
    - i. **Scan the remaining PC's/add trial for Sophos and Huntress 30 days**
    - ii. **Review Back Ups / Strategy / RTO, RPO / Scan**
    - iii. **Review Firewall and Inspect settings and configurations**
    - iv. **Review Blacklisted Domains for correction/ fix inbound, outbound email**
    - v. **Review and Report findings**
  - b. **Additional Services.** CLIENT may request SERVICES other than those Proposed Services above, but must do so in writing.
  
2. **Term and Termination.** The term of this Agreement shall be for a period of Thirty (30) Calendar Days beginning on date of inception. The term may be extended by mutual written agreement of C3 and CLIENT.
  - a. **Termination Without Cause.** Either party can terminate this Agreement at any time, without cause, upon Ten (10) Calendar Days advanced written notice to the other party.
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- c. **Effect of Termination.** Upon termination of this Agreement, C3 shall immediately cease performing any Services for CLIENT and immediately surrender to CLIENT all work, materials, and/or intellectual property developed under this Agreement. The sections entitled "Confidentiality", "Limitation of Liability", "Non-Solicitation", and "Governing Law" shall survive the termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, except as agreed upon herein, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.
3. **Compensation.** CLIENT shall be billed by C3 in accordance with the terms outlined in this section.
- a. **Services.**
- i. **Billing Rate.** CLIENT will accrue charges for SERVICES, as requested by CLIENT and performed by C3, at the rates set forth in Schedule A, "BILLING RATES".
  - ii. **Billing Increments.** Billing shall be based on 0.5 hour increments and shall automatically be rounded up to the next increment.
  - iii. **Minimum Billable Amount - Remote.** The minimum time billed for any SERVICES provided remotely or via telephone will be 0.5 hours.
  - iv. **Minimum Billable Amount – On Site.** The minimum time billed for any SERVICES provided at a CLIENT location shall be 2 hours.
  - v. **Guaranteed Minimum Billing.** In consideration of the rapid response and discounted rates offered to CLIENT by C3, CLIENT agrees to a minimum billing of \$1500 regardless of the actual SERVICES requested and/or consumed.
- b. **Travel.**
- i. **Total Travel Time.** Travel Time shall be defined as the time it takes for a C3 employee or representative to travel from their point of departure to the CLIENT location, including all land, sea, and air travel as might be necessary; plus the time it takes the same C3 employee or representative to travel from CLIENT location to their next destination; plus any time incurred traveling on behalf of CLIENT.
  - ii. **Travel Time Increments.** Travel Time shall be billed in 0.5 hour increments and shall automatically be rounded up to the next increment.
  - iii. **Travel Rate.** The billing rate for Travel Time shall be Eighty and Zero Cents (\$80.00) per hour.
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  - ii. **Documentation.** All expense items exceeding \$75.00 shall be fully documented by C3 and may be reviewed by Client at any time.
4. **Payment Terms.** Payment for SERVICES shall be made in accordance with the terms and conditions set forth in this section.
- a. **Terms.** CLIENT shall cause C3 to receive payment for all invoiced Services, Travel, and Expenses no later than twenty (20) days from the date of the invoice.

  
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- b. **Late Payment.** CLIENT acknowledges that C3 shall add a daily periodic interest charge based on an annual rate of 18% for all outstanding monies for which payment is not received in accordance with this section.
- c. **Reporting.** CLIENT acknowledges that C3 is contractually obligated to share its payment experiences with Dun and Bradstreet.
- d. **Suspension Of Services.** C3 reserves the exclusive right to suspend any and/or all work, at its sole discretion, if CLIENT does not meet the payment terms set forth in this section. Such suspension due to non-payment by CLIENT shall not be considered to be a release by C3 of CLIENT for CLIENT's responsibilities hereunder.
- e. **Collections.** Client agrees to reimburse C3 for all fees incurred as a result of attempting to collect any monies due under this agreement. Such reimbursable fees may include attorney fees, collection agency fees, postage, clerical labor, expert testimony, and payment of professional fees for court appearances made by C3 personnel at the rate of \$500.00 per hour.

#### 5. Confidentiality.

- a. **Confidential Information.** By virtue of this Agreement, the parties may have access to information that is confidential to one another. ("Confidential Information"). For purposes of this Agreement, Confidential Information of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, client, contracts and financial information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party"). Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the other Party, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party.
- b. **Restrictions On Use.** The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees or representatives who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

  
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- c. **Exclusions.** Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order).
  - d. **Equitable Relief.** The Receiving Party acknowledges that the Disclosing Party considers its Confidential Information to contain trade secrets of the Disclosing Party and that any unauthorized use or disclosure of such information would cause the Disclosing Party irreparable harm for which its remedies at law would be inadequate. Accordingly, each party (as the Receiving Party) acknowledges and agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief, without bond, enjoining any breach or threatened breach of the Receiving Party's obligations hereunder with respect to the Confidential Information of the Disclosing Party, and such further relief as any court of competent jurisdiction may deem just and proper.
  - e. **Return of Materials.** Upon termination of this Agreement, the Receiving Party will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.
6. **Authorized Client Representatives.** Throughout the duration of this Contract, C3 is instructed to follow the directions given by the AUTHORIZED CLIENT REPRESENTATIVES as set forth in Schedule B, "AUTHORIZED CLIENT REPRESENTATIVES." At no time will C3 staff or agents be permitted to take direction from Client Representatives not specifically listed in Schedule B. CLIENT may choose to modify the list of AUTHORIZED CLIENT REPRESENTATIVES by way of an amendment as set forth in the section entitled "Amendment."
7. **Client Responsibilities.**
- a. **Reasonable Assistance.** CLIENT shall provide, in a timely and professional manner, and at no cost to C3, assistance, cooperation, and complete and accurate information and data to the best of its knowledge and/or ability.
  - b. **Reasonable Access.** CLIENT shall provide C3 with reasonable access to relevant office, computer and telecommunications facilities, programs, files, and documentation. Reasonable access shall include all necessary computer security codes and access mechanisms, including physical keys and/or access cards if necessary.
  - c. **Work Environment.** CLIENT shall provide a safe and suitable work environment for C3 employees and agents.
  - d. **Other Resources.** CLIENT shall provide other resources as reasonably requested by C3 to enable it to perform the services outlined herein.
8. **Governing Law.** This Agreement shall be interpreted and governed in all regards in accordance with the laws of the State of Florida.
9. **Bankruptcy.** If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.

  
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10. **Limitation of Liability.** The maximum liability of C3 to CLIENT arising out of, or in connection with the Services provided hereunder, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall not exceed the portion of the fees paid for such Services during the ten (10) days immediately prior to the event giving rise to such liability. In no event shall C3 be liable to any Person or Entity for special, incidental, exemplary, indirect or consequential damages, whether foreseeable or not, in connection with the services provided hereunder, including, but not limited to loss of or damage to data, revenues, profits, goodwill, or other economic loss.
11. **Non-Solicitation.** Effective immediately and continuing for a period of one year from the termination of this Agreement, regardless of cause for termination, CLIENT shall not, either directly or indirectly, alone or in conjunction with another party, interfere with or harm, or attempt to interfere with or harm, the relationship of C3 with any person who at any time was an employee or sub-contractor of C3, nor shall CLIENT engage or seek to engage the services of any C3 employee, former employee, or sub-contractor either directly or indirectly. CLIENT hereby agrees that non-compliance with this section shall represent Breach of this Contract, entitle C3 to compensatory damages, and any and all other injunctive relief as allowed by the Laws of the State of Florida.
12. **Taxes.** All monetary amounts provided herein and by way of any Exhibits and/or Amendments attached hereto are exclusive of any federal, state, or local taxes. CLIENT shall be responsible for payment of all taxes regardless of whether C3 has informed the CLIENT of the amounts due to any specific taxation authority.
13. **Assignment.** CLIENT shall not have the right to assign any of its rights or delegate any of its duties set forth in this Agreement without the prior written consent of C3, not to be unreasonably withheld. Any attempt by CLIENT to assign or delegate this Agreement, or any portion thereof, without the prior written consent of C3 shall constitute Breach of this Agreement.
14. **Notices.** All notices that are required under these Terms will be in writing and will be considered effective upon receipt.
15. **Independent Contractor.** C3 is an independent contractor in the performance under these Terms and neither C3 nor any C3 employees or agents are employees or agents of CLIENT. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.
16. **Entire Agreement.** These Terms represent the entire agreement between C3 and CLIENT regarding CLIENT's purchase from C3 of the Services outlined herein and supersedes and replaces any previous communications, representations, or agreements, or CLIENT's additional or inconsistent terms, whether oral or written.
17. **Non-Exclusivity.** This Agreement is nonexclusive and the parties may enter into similar agreements with other parties without restriction as to number, location and application.

  
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- 18. Export and Import.** By accepting this Agreement, CLIENT confirms that it is not located in any country under United States Economic embargo or sanction, not identified on the Entity List of proliferation concern, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the United States Export Administration Regulations (15 CRF 744) and hardware, software, technology or services may not be exported, re-exported, transferred or downloaded to any such entity.
- 19. Force Majeure.** Neither party shall be held responsible or liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder, other than for delay in the payment of money due and payable hereunder, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, fires, floods, wars, insurrections, riots, strikes, terrorist acts and/or other forms of civil unrest, or due to performance failures of parties outside of the control of either party hereto.
- 20. Counterparts.** This Agreement may be executed in counterparts.
- 21. Amendment.** This Agreement may be amended only in writing and such amendment must be executed by both C3 and the CLIENT before such amendment will become enforceable. Such Amendments may be executed in counterparts.
- 22. Enforcement.** If any provisions, paragraphs, or covenants of this Agreement are deemed by a court of competent jurisdiction to be unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
- 23. Waiver of Rights.** No delay in exercising any right, by either party, set forth by this Agreement shall constitute a waiver of such right.

  
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24. Execution: **IN WITNESS WHEREOF**, the parties hereto have respectively caused this Agreement to be agreed to and accepted as executed by the parties' duly authorized representatives on the date(s) herein set forth.

Cloud Computing Concepts, LLC

**Coral Springs Improvement District**

110 E. Atlantic Ave, Suite 420

**10300 NW 11<sup>th</sup> Manor**

Delray Beach, FL 33444

**Coral Springs, FL 33071**

By: \_\_\_\_\_

By: *Kenneth G. Cassel*

Name: Rick Mancinelli

Name: ~~David McIntosh~~ *Kenneth G. Cassel*

Title: President/CEO

Title: ~~Director of Operations~~ *District Manager*

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

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

## Schedule A: BILLING RATES

<b>Service Name:</b>	Senior Security Engineer
<b>Rate:</b>	\$250.00 per hour
<b>Service Name:</b>	Security Engineer
<b>Rate:</b>	\$195.00 per hour
<b>Service Name:</b>	Network Engineer
<b>Rate:</b>	\$195.00 per hour
<b>Service Name:</b>	Forensics Software, Licenses, and other tools
<b>Rate:</b>	As quoted by C3, pre-approved by CLIENT, procured as needed

  
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## Schedule B: AUTHORIZED CLIENT PERSONNEL

Full Name	Title	Contact Phone	Email Address
1. David McIntosh	Director of Operations	954-422-3568	davidm@csidfl.org

-- NO OTHERS --

  
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## **Eleventh Order of Business**

**11A.**



**AMENDMENT 1 TO**  
**WORK AUTHORIZATION 189**

Globaltech No. 151285

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Stormwater Pumping Stations 1 & 2 Safety Improvements, hereinafter referred to as the "Specific Project".

**Section 1 – Terms**

NO CHANGE.

**Section 2 – Scope of Work**

Amendment 1 is reimbursing funds for unspent allowance of -\$2,500.00.

**Section 3 – Location**

NO CHANGE.

**Section 4 – Deliverables**

NO CHANGE.

**Section 5 – Time of Performance**

NO CHANGE.

**Section 6 – Method and Amount of Compensation**

This Amendment No. 1 to Work Authorization 189 decreases the \$58,177.00 contract value by \$-2,500.00, to a new final contract amount of 55,677.00.

<b>Original Contract</b>	<b>\$58,177.00</b>
<b>CO1 (Allowance)</b>	<b>\$2,500.00</b>
<b>Final Contract</b>	<b>\$55,677.00</b>

**Section 7 – Application for Progress Payment**

NO CHANGE.

**Section 8 – Responsibilities**

NO CHANGE.

**Section 9 – Insurance**

NO CHANGE.

**Section 10 – Level of Service**

NO CHANGE.

**Section 11 – Indemnification**

NO CHANGE.

IN WITNESS WHEREOF, this Amendment to a Work Authorization, consisting of three (3) pages has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and in its behalf, effective as of the date herein above written.

**CORAL SPRINGS IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Printed name of Witness

\_\_\_\_\_  
Printed Name of President

\_\_\_\_\_  
Date  
Approved as to form and legality

State of Florida  
County of Palm Beach

\_\_\_\_\_  
District Counsel  
**FIRM**

Globaltech, Inc.  
Company

The foregoing instrument was  
acknowledged before me on this

11<sup>th</sup> day of June, 2021 by

\_\_\_\_\_  
Signature  
Troy L. Lyn, Executive Vice President  
Name and Title (typed or printed)

Troy L. Lyn  
who is personally known to me OR  
produced \_\_\_\_\_ as identification.

June 11, 2021  
Date

\_\_\_\_\_  
Signature of Notary

**11B.**

**AMENDMENT 1 TO**  
**WORK AUTHORIZATION 191**

Globaltech No. 151321

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis" between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Utility Building AC Duct Improvements, hereinafter referred to as the "Specific Project".

**Section 1 – Terms**

No Change.

**Section 2 – Scope of Work**

No Change.

**Section 3 – Location**

No Change.

**Section 4 – Deliverables**

No Change.

**Section 5 – Time of Performance**

No Change.

## **Section 6 – Method and Amount of Compensation**

During the development of WA-191, the scope was changed numerous times. The budget summary identified all of the tasks and the correct fee per task, however, there was a bust in the summary table and the numbers did not add properly.

This issue was immediately brought to CSID's attention and staff agreed to support the budget revision.

**Original Contract Amount - \$26,396**

**C.O.#1 (Arithmetic Error) - \$4,536**

**Final Contract Amount - \$30,932**

A Revised Budget Summary for WA-191 is provided in Attachment A.

## **7 – Application for Progress Payment**

No Change.

## **Section 8 – Responsibilities**

No Change.

## **Section 9 – Insurance**

No Change.

## **Section 10 – Level of Service**

No Change.

## **Section 11 – Indemnification**

No Change.

IN WITNESS WHEREOF, this Work Authorization, consisting of three (3) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly named and in its behalf, effective as of the date herein above written.

**CORAL SPRINGS IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Printed name of Witness

Dr. Marty Shank  
Printed Name of President

\_\_\_\_\_  
Date

Approved as to form and legality

\_\_\_\_\_  
District Counsel

**FIRM**

State of Florida  
County of Palm Beach

\_\_\_\_\_  
Globaltech, Inc.

The foregoing instrument was acknowledged before me on this

21st day of June, 2021 by

\_\_\_\_\_  
Signature

Troy L. Lyn  
who is personally known to me OR  
produced \_\_\_\_\_  
as identification.

Troy L. Lyn, Vice President  
Name and Title (typed or printed)

\_\_\_\_\_  
Signature of Notary

June 21, 2021  
Date

# **Attachment A**

## **Budget Summary**



**ATTACHMENT A**

*Change Order No. 1 to WA#191 - CSID Utility Buildings AC Duct Improvements*

**Engineering and Construction Budget Summary**

Task	Task Description	Officer	E6	E4	E2	Adm 3	Adm 1	Total Labor	*Sub-Consultant Services	Sub-Consultants
		\$210.00	\$175.00	\$150.00	\$105.00	\$75.00	\$50.00			
<b>1</b>	<b>Engineering and Project Coordination</b>									
	Project Management		4			1	1			
	Researching coating alternatives		4						0	
	Field Inspections prior to work		8				1			
	Subcontract Preparation		2						0	
	Memo for DEP		3							
	<b>Subtotal Task 1</b>	<b>0</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>\$ 3,850</b>	<b>0</b>	
<b>2</b>	<b>Construction Improvements</b>									
	Subcontractor Coordination		2							
	Administrative Building									
	Duct Repair								774	AQCE
	Air Supply Line Repair								699	AQCE
	Duct Cleaning								3,963	AQCE
	Duct Coating								7,035	AQCE
	Reme System Supply & Install								3,897	AQCE
	Maintenance Building									
	Duct Cleaning								1,385	AQCE
	Duct Coating								2,815	AQCE
	RO Building - Lobby / Control Room . Office									
	Duct Cleaning								1,200	AQCE
	WW Operations Building - Lab / Office									
	Duct Cleaning								1,200	AQCE
	Field Maintenance Office									
	Duct Cleaning								900	AQCE
	<b>Subtotal Task 2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>350</b>	<b>23,868</b>	
	Labor Subtotal Hours	0	23	0	0	1	2			
	Labor Subtotal	\$0	\$4,025	\$0	\$0	\$75	\$100			
	<b>Labor Total</b>							<b>\$ 4,200</b>		
	Subconsultant Labor Total								23,868	
	Subconsultant Multiplier								1.12	
	<b>Subcontract Total</b>								<b>26,732</b>	
	<b>TOTAL</b>								<b>\$ 30,932</b>	

AQCE - Air Quality Control Environmental, Inc.

## **Twelfth Order of Business**

**Globaltech, Inc.**  
**CSID Engineer's Report**  
**June 21, 2021**

**PROJECTS UNDER CONTRACT**

**WA#168 – Membrane Train Flush Valve Addition / Backflow preventer elimination– On Hold pending data review**

- Approved by Board – 11/18/19
- CSID conducting additional testing under the direction of Dr. Duranceau (UCF) – results will be presented to board in April and a decision will be made as to whether to move forward with additional two trains.
- Estimated project completion date – currently unknown

**WA#182 – AWIA Risk Assessment and Emergency Response Plan - In Progress**

- Approved by Board – 10/19/20
- Submitted Executive Summary and Risk and Resilience Assessment – 6/16/21
- Submit certificate of completion to EPA – 6/16/21
- Emergency Response Plan – estimated completion 10/29/21
- Estimated project completion – 12/31/21

**WA#183 – Above Ground Fuel Storage Tanks & Dispensing System – In Progress**

- Approved by Board – 11/16/20
- Tanks placed – 5/20/21
- Electrical design completed – 5/30/21
- Electrical permit application submitted – 6/04/21
- Tank piping completed – 6/08/21
- Electrical work completed – week of 6/21/21
- Estimated substantial completion – 6/25/21

**WA#184 – HSP 7 Day Tank Replacement – In Progress**

- Approved by Board – 1/25/21
- Issued subcontract to Cypress Construction Group
- New day tank installed – 5/24/21
- Piping and instrumentation installed – 5/26/21
- Project substantially complete – 5/27/21
- Final inspection
- Backfill trenches
- Estimated project completion – 6/25/21

**WA#187 – 500KW Emergency Generator – In Progress**

- Approved by Board – 5/17/21
- Project kick-off meeting 6/10/21
- Signed purchase order for generator – 6/10/21
- Estimated project completion – 5/22

**CSID Engineer's Report  
June 21, 2021**

**WA#188 – Atlantic Blvd. 4-inch Sleeve – In Progress**

- Approved by Board – 12/21/20
- Issued subcontracts to Murphy Pipe and Construction (MPC)
- Met with Broward County to review design
- Reviewed design and Broward County comments with staff
- Broward County permit pavement and drainage permit issued – 5/21/21
- Still in review with Broward County Engineering
- Anticipated construction first week of July 2021
- Estimated project completion – 7/16/21

**WA#189 – Safety & Housekeeping Improvements at PS 1 & 2 – Project Complete**

- Approved by Board – 2/22/21
- Final Walk-through conducted – 5/24/21
- Estimated project completion – 5/14/21
- Change Order returning allowance on current Board Agenda

**WA#190 – Digester 1 Improvements – In Progress**

- Approved by Board – 5/17/21
- Prepared subcontracts
- Project kick off – 6/03/21
- Field located hatches with staff – 6/04/21
- Installed rough openings – 6/08/21
- Design completed by structural engineer – 6/11/21
- Waiting for tanks to be cleaned
- Install hatches – week of 6/28
- Evaluate diffusers – week of 6/28/21
- Prime & paint – week of 7/05/21
- Install new diffusers – week of 7/12/21
- Estimated project completion – 7/30/21

**WA#191 – Utility Building AC Duct Improvements – In Progress**

- Approved by Board – 5/17/21
- Completed work in Admin Building & Garage Building – 5/23/21
- Completed duct cleaning in RO Building, WWTP Office & Maintenance office – 6/05/21
- Minor work remaining (repair duct, connect final REME, air supply line) in Admin Building
- Estimated project completion – 6/30/21

**Work Authorizations Under Development**

WA#XX – DIW Building Electrical Service Change - under development

WA#XX – Distribution Line Valve Replacement – under development

WA#XX – HB53 Compliance – under development

WA#XX – Blower Replacement – under development

WA#XX – WW Reuse Study – under development

WA#XX – WWTP Operating Permit Renewal – under development