



Technical Marketing Mfg., Inc.  
(800) 484-TMMI • www.tmmi.com

GE Intelligent Platforms, Inc.  
P.O. Box 641275  
Pittsburgh, PA 15264-1275  
United States

Quote No: BMIQ-06152015-44672

Revision: 1

Quote Date: Jun 15, 2015

Quote Expiration: Jul 15, 2015

Primary Sales Person: Robert Davidson

Inside Sales Person: Robert Davidson

Inside Sales Email: rdavidson@tmmi.com

Inside Sales Phone: 303-232-1516

Quote Name: Dream Report Starter

Customer RFQ:

Payment Terms: NET DUE 30 DAYS FROM DATE OF INVOICE

**Bill To:**

City of Glendale  
Suite 302 5850 W. Glendale Ave. 3rd  
GLENDALE, AZ 85301  
US

**Contact:**

CSN: 12499700

Currency: USD

**Ship To:**

City of Glendale  
Suite 302 5850 W. Glendale Ave. 3rd  
GLENDALE, AZ 85301  
US

**Contact:** Joe Greth

CSN: 12499700

Inco Terms: FOB SHIPPING POINT

**End User:**

City of Glendale  
Suite 302 5850 W. Glendale Ave. 3rd  
GLENDALE, AZ 85301  
US

**Contact:** Joe Greth

CSN: 12499700

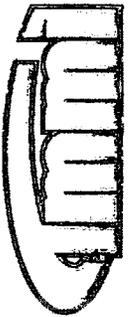
CITY CLERK  
ORIGINAL

| Line No. | Part No.   | Description  | Comments | Std Lead Time | Qty | Unit Sell Price | Ext. Sell Price |
|----------|------------|--|----------|---------------|-----|-----------------|-----------------|
| 1        | DE46T      | Dream Report for Proficy v4.6 Starter                              |          |               | 1   | \$1,500.00      | \$1,500.00      |
| 2        | GlobalCare | GlobalCare - Dream Report<br>Complete: Jun 15, 2015 - Jun 13, 2016 |          |               | 1   | \$255.00        | \$255.00        |

Quote Total: \$1,755.00

C-10703  
03/21/2016

Remit Payment Only To:  
GE Intelligent Platforms, Inc.  
375 Foxborough Blvd  
Foxborough, MA 02035  
United States



Technical Marketing Mfg., Inc.  
(800) 454-TMMI • www.tmmi.com

**Correspondence address to:**

GE Intelligent Platforms, Inc.  
c/o TECHNICAL MARKETING MFG., INC.  
5000 Robb St., Bldg. 3, Ste. A  
WHEAT RIDGE, CO 80033  
US

GE Intelligent Platforms, Inc.  
P.O. Box 641275  
Pittsburgh, PA 15264-1275  
United States

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

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

If any applicable export control, economic sanction, or other applicable law or regulations of the United States or any other relevant country prohibit, hinder, or make impracticable GEIP's ability to provide goods or services, GEIP will be excused from all performance related to this quote, order, or contract and GEIP will not be liable for any losses or damages of any kind, including but not limited to loss of revenue or increased cost of supply.

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Remit Payment Only To:  
GE Intelligent Platforms, Inc.  
325 Fiskeborough Blvd  
Fiskeborough, MA 02055  
United States

## GE Intelligent Platforms Terms and Conditions

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

### 1 Complete Agreement.

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

1.2 In addition to these Terms and Conditions, the appendices shall apply as follows: (a) the End User License Agreement terms and conditions attached as Appendix A shall apply to the license of any Software; (b) the Remote Monitoring Services Terms and Conditions attached as Appendix B shall apply to the provision of any remote equipment monitoring services; (c) the GlobalCare Support Terms and Conditions attached hereto as Appendix C shall apply to the provision of any software maintenance support and (d) the On Site Services Terms and Conditions attached hereto as Appendix D shall apply to any provision of services performed at a location other than a GE facility.

### 2 Warranty.

#### 2.1 Software.

2.1.1 GE warrants that as of the date of shipment by GE, the GE Software (as defined in Appendix A) will be in substantial conformance with the product documentation or mutually agreed to specifications pertaining thereto. If, within ninety (90) days of date of shipment it is shown that the GE Software does not meet this warranty, and such GE Software is returned to GE with a copy of Customer's purchase confirmation, GE will, at its option, either correct the defect or error in the GE Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably available, return to Customer all payments made as license fees (or, if applicable, the portion of the fees paid for the GE equipment in which the GE Software is embedded which are allocable to the GE Software) and terminate the license with respect to the GE Software affected. GE does not warrant that operation of the GE Software will be uninterrupted or error free or that it will meet Customer's needs. Third Party Software is only warranted as provided in Section 2.6 below. All other portions of the Licensed Software (as defined in Appendix A) are provided "as is" without warranty of any kind.

2.1.2 GE warrants that the media on which the GE Software is delivered will be free from defects in material or workmanship under normal use and service for a period of ninety (90) days from the date of delivery. If any defects are discovered in the media and reported by Customer within ninety (90) days after delivery, GE shall, at no cost to Customer, upon return of media to GE, replace the media and deliver to Customer a new and complete copy of the GE Software.

2.2 Equipment. GE warrants that GE equipment sold will be free from material defects in material, workmanship and title and will materially conform to any specifications agreed to by the parties in writing. If any failure to meet this warranty (excluding any defects in title) appears within one (1) year from the date of shipment of the equipment and Customer returns such equipment to GE pursuant to GE's applicable repair and replacement policy, GE will 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 Customer's plant or other point of shipment (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. If in GE's reasonable judgment such repair or replacing of equipment is not practicable, GE shall refund or credit monies paid by Customer for such products.

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

2.4 Conditions of Warranty. The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use and maintenance of the Product, the proper design and configuration of the system into which the Product is installed, conformance with any applicable recommendations of

GE, and GE's ability to reproduce and observe the claimed defect and (iii) Customer promptly notifying GE of any defects and, as required, promptly making any personnel, Software or computer systems available. Any modification to the Licensed Software by Customer without the express written consent of GE shall void the warranty.

2.5 Remanufactured Subassemblies or Parts. Certain products hereunder 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.

2.6 Limitations on Warranty. GE warrants non-GE manufactured equipment including, but not limited to, personal computers, micro drives, rotary disks, compact flash, cables and accessories, and Third Party Software (as defined in Appendix A) only to the extent that the manufacturer's or Third Party's warranty allows GE to transfer such warranty to Customer. GE will pass through to Customer any such warranties. To the extent any such manufacturer or Third Party fails to provide a pass-through warranty, such equipment or Third Party Software 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 non-GE manufactured equipment or Third Party Software.

2.7 EXCEPT AS SET FORTH IN SECTION 3.2, THE WARRANTIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GE DOES NOT WARRANT ANY EQUIPMENT, SOFTWARE OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED. The warranty remedies set forth herein provide the exclusive remedies for all claims (except as to title) based on failure of, or defect in, Product provided hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the applicable warranty period, all such liability shall terminate.

### 3 Intellectual Property.

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

3.2 GE warrants that any GE equipment sold hereunder or GE Software (as defined in Appendix A) licensed hereunder, and any part thereof, shall be free of any rightful claim of any third party for infringement of any United States patent, copyright, trademark or trade secret. If promptly notified in writing and given authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against Customer based on a claimed infringement which would result in a breach of this warranty, and GE shall pay all damages and costs awarded therein against Customer due to such breach, other than damages and costs arising from any willful infringement by Customer after receipt of notice of the claimed infringement. GE shall not be responsible for any compromise or concession made by Customer without GE's prior written consent. In case any equipment or GE Software is in such suit held to constitute such an infringement and the use for the purpose intended of said equipment or Software is enjoined, GE shall, at its expense and option, either procure for Customer the right to continue using said equipment or Software, or replacing same with noninfringing equipment or Software, or modify same so they become noninfringing, or remove the equipment or Software and refund the purchase price or license fee (less reasonable depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states the entire liability of GE for patent, copyright, trademark or trade secret infringement.

3.3 The preceding paragraph shall not apply to any equipment or Software (a) specified by Customer and not of GE manufacture, or (b) manufactured to Customer's design, or (c) to the use of any equipment or Software furnished with other equipment or Software in a combination not furnished by GE as part of the transaction. As to any such equipment or Software, or use in such combination, GE assumes no liability whatsoever for infringement and Customer will hold GE harmless against any infringement claim arising therefrom (including, but not limited to, reasonable attorney's fees).

### 4 Excusable Delays.

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

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

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

#### 6 Payments and Financial Condition.

6.1 Except to the extent otherwise specified by GE in writing, invoices for Product shall be issued pro rata as shipments are made or services performed. 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 to in writing by GE, payment terms are net thirty (30) days from the date of invoice. All payments shall be made without set-off for claims arising out of other sales by GE.

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

6.3 Payment shall be made in the currency quoted.

6.4 Customer 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 pay, indemnify and save GE harmless from any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

#### 7 Limitations of Liability.

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

7.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL GE, ITS EMPLOYEES AND SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES EVEN IF GE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THE CUSTOMER WILL INDEMNIFY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCT BEING PROVIDED BY GE WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY, THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GE AND ITS SUPPLIERS THE PROTECTION OF THIS AND THE PRECEDING PARAGRAPH 7.1.

7.3 Unless otherwise agreed by the parties in writing, the Customer has sole responsibility for designing and implementing a solution including the Products which will meet all appropriate safety requirements and/or standards. GE disclaims all liability for any damages arising as a result of any non-conformance of the solution of the Customer to safety requirements and/or standards. Products licensed or sold hereunder are not intended for use in any nuclear facility or activity, production of land mines or cluster bombs, or any life-support equipment. GE further disclaims all liability for any damages resulting from

dangerous use or misuse of its Products, including use that could result in radiation, chemical and environmental damages, injury and contamination as well as death, personal injury or severe physical damages. Customer shall indemnify GE, its employees and agents from all liability resulting from such uses, whether based on contract, warranty, tort (including negligence), strict liability or any other legal theory, regardless of whether GE had knowledge of the possibility of such damages or not.

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

#### 8 Delivery.

8.1 Delivery of equipment will be made FCA GE's facility (Incoterms 2010). Title to equipment 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 equipment shall pass when the product is made available for shipment at the point of shipment. Title to services shall pass pro rata as the services are performed. No title to the Software is transferred.

8.2 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 products include only GE's usual quality processes, systems, and tests; and (d) partial deliveries shall be permitted.

8.3 Products 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 contained in the purchase order.

#### 9 Export.

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

9.2 In addition to the representation in paragraph 9.1 above, Customer agrees that it shall not, without prior U.S. government authorization, export, reexport, or transfer Products or technology, either directly or indirectly: 1) to any country subject to a comprehensive U.S. trade embargo or to any resident or national of any such country; 2) to 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; or, 3) to an end-user engaged in any nuclear weapons, chemical weapons, or biological weapons activities.

10 U.S. Government Contracting. If Customer is a U.S. Government entity or elects to sell Products provided hereunder to the U.S. Government or to a contractor selling to the U.S. Government, the following provisions apply: (a) Customer agrees that all Products provided by GE meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S. Government, FAR 52.212-5 and FAR 52.212-4 with 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 Products is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the parties; (e) GE makes no representations, certifications or warranties whatsoever with respect to the ability of its Products to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; and (f) 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 its Products or prices to satisfy any such statutes and regulations other than those contained herein.

#### 11 Termination.

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

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

12 General.

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

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

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

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

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

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

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

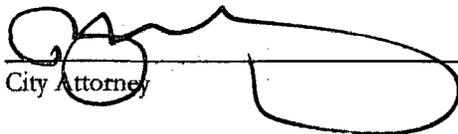


By: Kevin R. Phelps  
Its: City Manager

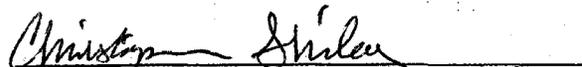
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

GE Intelligent Platforms, Inc.,  
a Delaware Corporation

  
By: CHRISTOPHER SHIRLEY  
Its: CFO OF INTELLIGENT PLATFORM

## Appendix A End User License Agreement

### 1 Definitions.

1.1 "GE Software" shall mean those portions of the Licensed Software, in object code form only, that are created by GE or branded as GE (including integrated third party software), including but not limited to, Software developed and/or configured by GE pursuant to mutually agreed to specifications, but shall not include any Third Party Software.

1.2 "Application Templates" shall mean the part numbered software components created by GE for a specific application, which can include forms, displays, workflows, reports, user activities, device configuration, and system configuration.

1.3 "Designated Computer" shall mean the one (1) computer upon which Customer shall run each copy of the Licensed Software, except in the case of MAX-QN Software for which "Designated Computer" shall mean the one (1) redundant PLC system consisting of one or two PLC CPU's upon which Customer shall run each copy of the Licensed Software.

1.4 "Licensed Software" shall mean the GE Software plus any other Software (including Third Party Software), in object code form only, and any Application Templates supplied by GE pursuant to this Agreement. If no operating system software is included in the Software provided under this Agreement, Customer must make provision for any required operating system software licenses.

1.5 "Open Source Software" means software (including without limitation software libraries and dependencies) usually available without charge, with access provided to its source code and where use, modification and redistribution is allowed under the terms of the software license associated with it and includes open source code, free code, community source code, libraries, or similar software.

1.6 "Third Party Software" shall mean software, including but not limited to operating systems, owned or licensed by a third party that is supplied to Customer by GE, and which is neither branded as GE Software nor integrated into the GE Software.

### 2 License.

2.1 Except as provided in Section 2.2 below, Customer is granted only a non-transferable, nonexclusive license to install and use the number of copies of the Licensed Software provided on the quote by GE only on the Designated Computer(s). No copies shall be made unless authorized in writing by GE. Customer may not reverse engineer, decompile or reverse compile or disassemble, re-engineer or otherwise modify the Software. The Licensed Software, comprising proprietary trade secret information of GE and/or its licensors, shall be held in confidence by Customer and protected from copying or disclosure to third parties. No title to the intellectual property is transferred. Customer must reproduce and always include all applicable copyright notices and proprietary markings on any copy. Customer hereby acknowledges and agrees that any Licensed Software that is embedded within GE hardware, shall be used, redistributed and/or resold only to the extent permissible under this Agreement and only embedded within the GE hardware with which it was provided.

2.2 If Customer is an authorized GE distributor or an original equipment manufacturer or a system provider who incorporates the Licensed Software into its equipment or system for sale to an end user, or if Customer uses the Licensed Software to create redistributables, Customer may only transfer the Licensed Software to an end user provided that the end user agrees to be bound by the provisions of this Agreement. Customer shall use its best efforts to enforce its agreement with customers made in accordance with this section, and shall promptly report any violation or suspected violation to GE.

2.3 Customer shall not use or incorporate any Open Source Software in the Licensed Software that would: (i) create, or purport to create, obligations of GE or any Third Party Software licensor with respect to any Licensed Software; or (ii) grant, or purport to grant, to any third party any rights to or immunities under GE's intellectual property or proprietary rights in the Licensed Software. For example, Customer's modifications of Licensed Software may not include any Open Source Software that, when combined with Licensed Software would in any way require any Licensed Software to be made freely available.

2.4 All rights and benefits afforded to GE under this Agreement shall apply equally to the owner of any Third Party Software and its licensors (collectively, the "Third Parties") with respect to the Third Party Software. The Third Parties are intended third party beneficiaries of this Agreement. The provisions of this Agreement relating to the Licensed Software, as the same incorporate Third Party Software, are made expressly for the benefit of, and are enforceable by, the Third Parties. The Third Parties retain title to the Third Party Software.

2.5 EXCEPT AS PROVIDED IN SECTION 2.2 ABOVE, IF CUSTOMER TRANSFERS POSSESSION OF ANY COPY OF THE LICENSED SOFTWARE TO ANOTHER PARTY WITHOUT WRITTEN CONSENT OF GE, THIS LICENSE IS AUTOMATICALLY TERMINATED. Any attempt otherwise to sublicense, assign or transfer any of the right, duties or obligations hereunder is void.

### 3 Additional Terms for Monitoring Software.

3.1 "Monitored Equipment" shall mean the equipment of Customer to be monitored with the Monitoring Software (if any), as set forth on a monitoring software schedule agreed to in writing by the parties ("Monitoring Software Schedule").

3.2 "Monitoring Software" shall mean the equipment condition monitoring Licensed Software (if any) listed on a Monitoring Software Schedule.

3.3 Monitoring Software License. To the extent the Licensed Software includes Monitoring Software: (a) Customer's license is limited to using the Monitoring Software to monitor the Monitored Equipment, as described more fully in the Monitoring Software Schedule, (b) GE or its authorized representative shall have the right upon reasonable notice to audit and inspect Customer's utilization of the Monitoring Software in order to verify compliance with the terms of this Agreement, and (c) upon GE's reasonable request, which shall occur no more than twice annually, Customer shall deliver to GE a report, as defined by GE, evidencing Customer's and other authorized users' use of the Monitoring Software. Use of the Monitoring Software to monitor equipment other than the Monitored Equipment is prohibited.

3.4 Additional Warranty Disclaimer. While the Monitoring Software provides advisory information regarding equipment condition, it is virtually impossible to guaranty that each and every fault condition can be foreseen or detected. **THEREFORE, GE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SOFTWARE WILL DETECT ANY PARTICULAR FAILURE OR PROVIDE ANY PARTICULAR AMOUNT OF ADVANCE WARNING OF AN IMPENDING FAILURE OR CONDITION OF THE MONITORED EQUIPMENT.**

3.5 Additional Limitation on Liability. The Monitoring Software generates advisory information but does not perform any automated control, and GE has no control over decisions made or actions taken on the basis of any such generated information. Customer assumes total responsibility for Customer's use of the advisory information generated by the Monitoring Software. **THEREFORE, TO THE EXTENT THE LICENSED SOFTWARE INCLUDES MONITORING SOFTWARE, CUSTOMER BEARS THE ENTIRE RISK OF ANY LIABILITY ARISING OUT OR RELATING TO THE USE OF THE SOFTWARE, OTHER THAN THE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT PURSUANT TO SECTION 3.2 OF THE TERMS AND CONDITIONS TO WHICH THIS APPENDIX IS ATTACHED.**

3.6 Indemnity. In the event GE is named as a defendant in a third party lawsuit for personal injury and/or property damage alleged to be caused by Monitored Equipment of Customer on the basis that the Monitoring Software failed to detect an equipment condition that would have avoided the injury or damage, Customer will indemnify, defend and hold harmless GE in such lawsuit.

3.7 If a term expiration date is provided on the Monitoring Software Schedule, then the license granted hereunder shall terminate upon such date.

#### 4 Term and Termination.

4.1 Customer may terminate this End User License Agreement and any license granted hereunder at any time by destroying the Licensed Software together with all copies thereof and notifying GE in writing that all use of the Licensed Software has ceased and that the Licensed Software has been destroyed.

4.2 GE, upon thirty (30) days notice, may terminate this Agreement and any license hereunder if Customer is in material breach of this Agreement or if Customer attempts to transfer or assign this Agreement without the prior written consent of GE. Within twenty (20) days after any such termination of this Appendix A, Customer shall certify in writing to GE that all use of the Licensed Software or the affected portion thereof has ceased, and that the Licensed Software or portion thereof has been returned or destroyed, in accordance with GE's instructions.

4.3 Upon termination, Customer's rights under Section 2 shall immediately cease, and neither party shall have any further obligations under this Appendix A except Sections 3 and 4 shall survive any expiration or termination and remain in effect.

## **Appendix B**

### **Remote Monitoring Services Terms**

#### **1. Definitions.**

1.1. "Advisory Intelligence" means information regarding the condition of the Monitored Equipment generated by GE using proprietary technology in response to Source Data. More specifically, Advisory Intelligence comprises estimates of the values of Source Data, residuals of the estimates and Source Data, difference alerts statistically indicating that the Source Data is different from what the proprietary technology expects, and incident messages defined by rules applied to all of the above.

1.2. "Internet Advisory Site" means an internet server site comprised of hardware and Software and hosted by GE for presenting the Advisory Intelligence to Customer at a remote location by means of a web browser with secure access over the internet.

1.3. "Monitored Equipment" means the remotely located equipment of Customer for which GE will provide Advisory Intelligence over a secure internet connection, as set forth on a remote monitoring schedule agreed to in writing by the parties ("Remote Monitoring Schedule").

1.4. "Source Data" means sensor data or other parameter data from the Monitored Equipment made available to GE by Customer for generating the Advisory Intelligence. Source Data shall be listed and described in a Remote Monitoring Schedule.

#### **2. Services.**

2.1. If the parties agree in writing to have GE host and/or set up the Internet Advisory Site, GE shall set up and/or host the Internet Advisory Site and make it accessible to Customer. GE agrees to take reasonable steps to secure the Internet Advisory Site against access by unauthorized third parties. GE reserves the right to outsource hosting of the Internet Advisory Site or subcontract any of the work to one or more third parties that shall be bound to treat as confidential the Source Data and Advisory Intelligence commensurate with GE's confidentiality obligations hereunder.

2.2. GE agrees to receive Source Data and generate Advisory Intelligence in response thereto and present it in a timely fashion, as specified in the Remote Monitoring Schedule, on the Internet Advisory Site for secure access by Customer.

2.3. GE agrees to maintain the Source Data and the Advisory Intelligence generated in response thereto for online access by Customer through the Internet Advisory Site for such period as is specified in the Remote Monitoring Schedule.

2.4. Subject to the terms hereof, GE hereby grants Customer, and Customer hereby accepts, a nonexclusive, nontransferable and nonassignable license to use, copy and distribute internally the Advisory Intelligence. This license shall be deemed to be perpetual with respect to any and all Advisory Intelligence accessed by Customer prior to termination of this Agreement.

#### **3. Customer Responsibilities.**

3.1. Customer shall be responsible for providing a suitable and reasonably adequate internet connection for the transmission of the Advisory Intelligence and the Source Data, as well as such other equipment as GE requires in order to provide the services set forth herein.

3.2. Customer agrees to make Source Data available to GE, and to take all reasonable steps to facilitate the setup efforts of GE described in Section 2.1, including intervening with any third-party carriers of Source Data to ensure the release of such Source Data to GE.

3.3. The Internet Advisory Site is for use by Customer only. GE will provide to Customer up to ten (10) password and account designations, which are required to access the Internet Advisory Site. Customer shall not disclose passwords and other information about the Internet Advisory Site to third parties, or otherwise enable access by third parties to the Internet Advisory Site, without the written authorization of GE. Customer agrees not to compromise the security of the Internet Advisory Site through its actions or inactions, and Customer will further take all reasonable steps to prevent unauthorized access to the Internet Advisory Site. Customer shall be solely responsible for maintaining the confidentiality of such password and account designations and for all activities, whether conducted by Customer or otherwise, that occur under its password(s) or account(s). Customer agrees to (a) immediately notify GE of any unauthorized use of such a password or account or any other breach of security, and (b) ensure that it properly exits from its account(s) at the end of each session. Customer acknowledges and agrees that GE cannot and shall not be responsible or liable for any loss or damage arising from Customer's failure to comply with the foregoing.

3.4. In the event GE is named as a defendant in a third party lawsuit for personal injury and/or property damage alleged to be caused by Monitored Equipment of Customer on the basis that the Advisory Intelligence failed to indicate an equipment condition that would have avoided the injury or damage, Customer will indemnify, defend and hold harmless GE in such lawsuit.

#### **4. Restrictions.**

4.1. Source Data shall remain the property of Customer, and GE shall not disclose Source Data to any third party without the authorization of Customer. GE shall not use the Source Data for any purpose other than (i) rendering services under this Agreement, and (ii) internally using Source Data to evaluate or improve GE's proprietary technology. GE shall not disclose the Advisory Intelligence to any third party in a way that identifies Customer, the Monitored Equipment, or any design or performance metrics of either, without the written authorization of Customer.

4.2. Customer agrees not to take any action that would limit GE's independent development, sale, assignment, licensing or use of GE's Software and technology underlying the Internet Advisory Site, or any improvement thereof. This Agreement does not provide Customer with title or ownership of the Internet Advisory Site. Title to and ownership of the Internet Advisory Site and the Advisory Intelligence and all versions, modifications, and enhancements thereof, shall at all times remain with GE, subject only to the rights and privileges expressly granted to Customer herein.

#### 5. Term and Termination.

5.1. The Remote Monitoring Services shall be provided for an initial term as provided on the Remote Monitoring Schedule. Unless otherwise indicated on the Remote Monitoring Schedule, the Remote Monitoring Services shall automatically be renewed 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 any term.

5.2. GE shall have the right to terminate the Remote Monitoring Services upon the occurrence of any of the following: (i) immediately after Customer uses, copies, or modifies the Advisory Intelligence except as expressly authorized herein; (ii) immediately after Customer transfers possession of any copy of the Advisory Intelligence to any other party except as expressly authorized herein; (iii) thirty (30) days after GE gives Customer notice of Customer's material breach of any provision of this Agreement, including any delinquency in Customer's payment of any money due hereunder, unless Customer has cured such breach during such thirty (30) day period; or (iv) immediately after Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

5.3. Upon termination, Customer's rights hereunder shall immediately cease, and neither Party shall have any further rights or obligations under this Agreement except (i) Customer shall remain liable for any outstanding and/or remaining fees, (ii) Sections 2.4, 3.4, and 5.4 shall survive and remain in effect.

5.4. Upon a material breach of this Agreement, and in addition to any other remedies it may have at law or in equity, GE may (a) deny access by Customer to the Internet Advisory Site, (b) refuse to generate Advisory Intelligence, and/or (c) declare all obligations immediately due and payable.

5.5. Remote Monitoring Services shall automatically terminate in the event the license to any underlying Software is terminated.

#### 6. Additional Disclaimer of Warranties and Liability.

6.1. GE does not and cannot control the flow of data to or from GE's network 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 customers' connections to the Internet (or portions thereof). Although GE will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, GE cannot guarantee that such events will not occur. **ACCORDINGLY, GE DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATING TO SUCH EVENTS.**

6.2. While the Internet Advisory Site provides advisory information regarding equipment condition, it is virtually impossible to guarantee that each and every fault condition can be foreseen or detected. **THEREFORE, GE EXPRESSLY DISCLAIMS ALL WARRANTIES THAT ANY PARTICULAR FAILURE OR CONDITION OF THE MONITORED EQUIPMENT WILL BE DETECTED OR ANY PARTICULAR AMOUNT OF ADVANCE WARNING OF AN IMPENDING FAILURE WILL BE PROVIDED.**

6.3. The Remote Monitoring Services provide Advisory Intelligence but do not perform any automated control, and GE has no control over decisions made or actions taken on the basis of any such generated information. GE makes no guarantees of the accuracy of the Advisory Intelligence with respect to actual equipment faults or events. Customer assumes total responsibility for Customer's use of the Internet and of the Internet Advisory Site and the Advisory Intelligence. **THEREFORE, CUSTOMER BEARS THE ENTIRE RISK OF ANY LIABILITY ARISING OUT OR RELATING TO THE USE OF THE ADVISORY INTELLIGENCE (WHETHER ACCURATE OR OTHERWISE).**

## Appendix C

### GlobalCare\* Support Terms and Conditions

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

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

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

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

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

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

#### 4. Term, Renewal and Termination

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

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

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

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

\*GlobalCare is a trademark of GE Intelligent Platforms, Inc.

## Appendix D On Site Services Terms and Conditions

1. Safety and Security Policies. If agreed to in writing by GE, GE shall comply with applicable safety and security policies that have been provided to GE in writing by Customer. For the avoidance of doubt, policies available online shall not be considered to have been provided in writing. GE will comply with its policies, as they may be amended from time to time, regarding background screening requirements, criminal background checks and drug screening tests.

2. Insurance. GE shall procure and maintain all insurance coverages as set forth below, each with an insurer with an A.M. Best's rating of A- or better to protect from claims arising as a result of the negligence of GE in its performance under this Agreement. Alternatively, the parties agree that GE may satisfy any or all of the insurance requirements set forth below through self-insurance.

a. WORKERS COMPENSATION & EMPLOYERS LIABILITY: Statutory Workers' Compensation as required by state law and Employer's Liability with a minimum limit of \$500,000 each accident / \$500,000 each disease / \$500,000 policy limit.

b. COMMERCIAL GENERAL LIABILITY INSURANCE including PRODUCT AND COMPLETED OPERATIONS LIABILITY with the following minimum limits for Bodily Injury and Property Damage: \$1,000,000 per occurrence; \$1,000,000 annual aggregate.

c. BUSINESS AUTOMOBILE LIABILITY INSURANCE covering all vehicles used in connection with the installation and/or servicing of the Product, covering Bodily Injury and Property Damage with a minimum \$1,000,000 combined single limit per accident.

d. POLICY TERMINATION. GE will promptly replace any canceled policy with a substantially similar policy or with a notice of self-insurance.

e. POLICY VERIFICATION. At Customer's written request, GE shall provide a certificate of insurance, or evidence of self-insurance, with Customer to show the existence of such insurance.

3. Expenses. To the extent that professional services are provided on a time and materials basis, travel and lodging expenses will be incurred and reimbursed according to the GE Travel Policy.

4. SOW/Proposal. GE will provide professional services in accordance with the applicable mutually agreed to Statement of Work (which may be the formal proposal issued by GE) as requested from time to time by Customer. Each Statement of Work incorporates and is subject to the terms and conditions of this Agreement. To the extent a Statement of Work that has been signed by both parties contains terms inconsistent with this Agreement, the Statement of Work will control. The Statement of Work will contain a detailed explanation of the project, service to be performed, deliverables, reports, cost of services, whether estimated or fixed, and any additional information required.

5. Independent Contractor. GE and its employees, agents, representatives, assigns and subcontractors will represent themselves only as independent contractors unrelated to Customer. Nothing in this Agreement is intended to create a relationship, express or implied, of employer-employee, principal-agent or partnership between Customer and GE.

6. Certificates. GE shall perform any services to be provided hereunder, and Customer shall make payment to GE therefor, in accordance with the schedule and specifications in GE's quotation therefor. Upon completion of a services deliverable, and at GE's request, Customer shall provide a certificate of acceptance of each deliverable. Upon final completion of the services to be provided hereunder, and at GE's request, Customer shall provide a certificate of final completion.

7. Termination. Either Customer or GE may terminate an agreement for services hereunder for cause if the other of them: (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law; (b) fails to make payment hereunder when due which failure continues for fifteen (15) days after written notice thereof; or (c) breaches this agreement in any other material respect (for which breach this agreement does not provide exclusive remedies other than termination) and such breach is not cured within sixty (60) days after written notice thereof is given by the non-breaching party (plus reasonable additional time if such breach cannot reasonably be cured within such period and a cure is promptly commenced and diligently pursued).

8. Suspension. GE may suspend its performance of services hereunder if it has the right to terminate for cause as set forth above (without waiving its right to terminate for cause).

9. Survival. The provisions of this agreement which by their nature extend beyond the period hereof for the performance of services, including without limitation those concerning warranty, intellectual property, limitations of liability, excusable delays, payment obligations, and confidentiality, shall survive termination or expiration.

10. Customer responsibilities. If services hereunder are to be provided at Customer's site or a third-party site designated by the Customer, the following shall apply: 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 applicable to activity hereunder at such site.