C-7871
12/14/2011

CITY CLERK
ORIGINAL

Technical Marketing Mfg., Inc.

Quote No.	Quote Date	Rev	Prepared by
1-1323511164	10/27/2011	2	Boyd, Tanya

Remit Payment Only To:

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

Send Purchase Order and/or Correspondence to:

TMMI - Technical Marketing Mfg., Inc., Wheat Ridge-9818
5000 Robb Street, Building 3, Suite A,
Wheat Ridge CO, 80033 USA

Tel.:1-800-433-2682 (+434-978-5100) Fax:780-420-2047

City of Glendale - Cholla Water Treatment Plant 4805 West Cholla Street Cholla Water Treatment Plant Glendale AZ, 85304 USA Bill to Contact: *Bill to CSN: 10181000*	City of Glendale - Cholla Water Treatment Plant 4805 West Cholla Street Cholla Water Treatment Plant Glendale AZ, 85304 USA End User Contact: *End User CSN: 10181000*
Quote Expiry 1/25/2012	Currency USD
Sales Representive TMMI - Technical Marketing Manufacturing, Inc.	Primary Sales Representative Boyd, Tanya

Line No.	Part #	Part Description	Unit Sell Price	Qty	Extended Price
		Serial # : Start Date: 10/27/2011	GlobalCare Level: Complete End Date: 1/24/2012		
1	001230000004	Keyless Disk (M4)	$ 0.00	1	$ 0.00
1.1	IC646IFCLNTCRO005M	IFIX iClient Read Only 5 PK Keyless (M4 Part)	$ 5,408.00	1	$ 5,408.00
1.1.1	100010000000	GlobalCare Complete	$ 0.00	1	$ 0.00

Header Notes:

Quote Total: $ 5,408.00

Comments:

This quotation does not include any freight charges or applicable taxes.
Please include the Quotation Number from this document on your Purchase Order.

This Quotation is expressly conditioned upon Customer's acceptance of the following attached terms and conditions: Conditions of Sale for Equipment and Services, Software License Agreement for all software, and Proficy GlobalCare Complete Support Terms and Conditions for all GlobalCare support. GE Intelligent Platforms, Inc. is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE Intelligent Platforms, Inc.'s terms attached hereto. GE Intelligent Platforms, Inc.'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 Intelligent Platforms, Inc.'s terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

Exhibit A
End User License Agreement including Software Key
Terms and Conditions

1. DEFINITIONS

1.1 "Application Software" shall mean those portions of the Licensed Software, in object code form only, created by GE.

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(s)" shall mean the one (1) computer per copy of the software licensed upon which Customer shall run the Licensed Software.

1.4 "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.

1.5 "Licensed Software" shall mean the Application 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.

1.6 "Software Key" shall mean the portion of the Application Software that enables the Customer to run the quantity of Licensed Software that has been licensed by the Customer.

2. LICENSE

2.1 Customer is granted only a personal, non-transferable, nonexclusive license to install and use, only on the Designated Computer(s), the number of copies of the Licensed Software that is specified on the Master Agreement or a purchase order accepted by GE ("Purchase Order"). Customer's use of such Licensed Software is limited to only the Customer site(s) ("Customer Site(s)") listed on the Master Agreement or Purchase Order. Customer may also print out up to the same number of each user manual included with the Licensed Software for use at Customer Site(s). Customer may make one copy of the Licensed Software in machine readable form for backup purposes in support of Customer's use of the Licensed Software. No other 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 All rights and benefits afforded to GE under this Agreement shall apply equally to the owner of the 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. **Unless the Third Parties extend a pass-through warranty covering the Third Party Software to Customer, all Third Party Software is provided "AS IS" without warranty of any kind, and the Third Parties disclaim all warranties, either express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement or fitness for a particular purpose with regard to the Third Party Software. The Third Parties shall not have any liability for special, indirect, punitive, incidental or consequential damages.**

2.3 Customer shall at all times maintain current records of the number of copies of the Licensed Software in use and the precise location of the computers upon which the copies are used. Upon request of GE, but no more than once each calendar quarter, Customer shall provide such information in writing to GE. GE shall have the right to inspect, at its own expense, but not more than once each calendar year, the computers and computer stations upon which the copies are used to ensure that Customer is using the Licensed Software only as provided in this Agreement.

2.4 The Customer acknowledges GE's representation that the Licensed Software is comprised of intellectual property of GE and/or its licensors and is protected by copyright law. No title to the intellectual property is transferred to Customer. The Customer further acknowledges that the Licensed Software comprises valuable confidential information of GE and/or its licensors, the development of which required the expenditure of considerable time and money. The Customer agrees that neither the Licensed Software, nor any portion or version thereof, nor the direct product thereof, including printed commercial and technical data or information supplied by GE relating thereto, may be licensed, resold, distributed, exported, or used in any manner other than the specific internal use by the Customer at the Customer Site(s) as set forth above. Customer will keep all copies of the Licensed Software (except for those installed or those user manuals printed out as provided in this Agreement) in a secured safe or cabinet, which shall be opened only as necessary for Customer's use in accordance with the terms of this Agreement. CUSTOMER ACKNOWLEDGES THAT ANY USE OR DISCLOSURE OF THE SOFTWARE KEY IN ANY MANNER INCONSISTENT WITH THE PROVISIONS OF THIS AGREEMENT MAY CAUSE SEVERE AND IRREPARABLE HARM TO GE, WHICH MAY SUBJECT THE CUSTOMER TO SIGNIFICANT DAMAGES AND/OR PENALTIES. CUSTOMER CONSENTS TO ANY REQUEST BY GE IN A COURT OF COMPETENT JURISDICTION FOR INJUNCTIVE OR OTHER EQUITABLE RELIEF SEEKING TO RESTRAIN SUCH USE OR DISCLOSURE. THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER IS LIABLE TO GE FOR ANY LOST REVENUES OF GE ANYWHERE IN THE WORLD RESULTING FROM UNAUTHORIZED COPYING, DISCLOSURE, OR TRANSFER OF THE SOFTWARE KEY OR ANY PART THEREOF BY THE CUSTOMER. The provisions of this section shall survive termination of this Agreement for any reason.

2.5 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.

2.6 If the Licensed Software or associated documentation is provided to any U.S. Government entity, unit, or agency, the restrictions set forth at section 52.227-19(c) ("Commercial computer software - restricted rights") of the Federal Acquisition Regulations (FARs) shall apply. If the Licensed Software or associated documentation is provided to the U.S. Government, Department of Defense (DOD), or any entity, unit, or agency thereof, the restrictions set forth at section 252.227-7015 ("Technical Data - Commercial Items") and section 252.227-7013(c)(1) ("Technical Data - Restricted Rights") of the DOD FAR Supplement (DFARS) shall also apply.

3. WARRANTY

3.1 GE warrants that the Application Software will be in substantial conformance with the manual pertaining thereto as of the date of shipment by GE. If, within ninety (90) days of date of shipment it is shown that the Application Software does not meet this warranty, GE will, at its option, either correct the defect or error in the Application 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 and terminate the license with respect to the Application Software affected. GE does not warrant that operation of the Application Software will be uninterrupted or error free or that it will meet Customer's needs. All other portions of the Licensed Software are provided "as is" without warranty of any kind.

3.2 GE warrants that the media on which the Application 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 Application Software.

3.3 Any modification to the Licensed Software by the Customer without the express written consent of GE shall void the warranty.

3.4 WITH RESPECT TO THE SOFTWARE WHICH IS THE SUBJECT OF THIS AGREEMENT, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. NO WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE SHALL APPLY.

4. LIMITATION OF LIABILITY

4.1 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE SHALL GE OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE LICENSED SOFTWARE OR ANY PART THEREOF OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF CUSTOMER'S CUSTOMERS AND TRANSFEREES FOR SUCH DAMAGES EVEN IF GE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.2 EXCEPT AS PROVIDED IN SECTION 5, INDEMNITY, IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL GE'S LIABILITY TO CUSTOMER FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM THIS AGREEMENT, OR FROM ITS PERFORMANCE OR BREACH, OR FROM THE LICENSED SOFTWARE OR ANY PART THEREOF, OR FROM ANY SERVICE FURNISHED HEREUNDER, EXCEED THE FEES PAID BY CUSTOMER FOR THE LICENSED SOFTWARE. ALL SUCH LIABILITY SHALL TERMINATE UPON THE TERMINATION OF THE WARRANTY PERIOD AS SET FORTH IN SECTION 3.

4.3 If GE furnishes Customer with advice or other assistance which concerns Licensed Software or any portion thereof supplied hereunder or any system or equipment on which any such software may be installed and 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.

4.4 The products to be licensed or sold hereunder are not intended for use in any nuclear or weapons production facility or activity, or other activity where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, GE disclaims all liability for any damages arising as a result of the hazardous nature of the business in question, including but not limited to nuclear, chemical or environmental damage, injury or contamination, and Customer shall indemnify, hold harmless and defend GE, its officers, directors, employees and agents against all such liability, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, regardless of whether GE had knowledge of the possibility of such damages.

5. INDEMNITY

5.1 GE warrants that the Application Software shall be delivered free of any rightful claim for infringement of any United States patent, copyright, trademark or trade secret. If notified promptly in writing and given authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against Customer so far as 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. In case the Application Software is in such suit held to constitute such an infringement and its use is enjoined, GE shall, at its expense and option, either procure for Customer the right to continued use, or replace same with a non-infringing product or part, or modify the Application Software so that it becomes non-infringing, or remove the software and refund the license charge pertaining thereto (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 and trade secret infringement by the Licensed Software or any part thereof.

5.2 The indemnity under the preceding paragraph shall not apply to any use of Application Software in conjunction with any other product in a combination not furnished by GE as a part of this transaction. As to any such use in such combination, or any improper or unauthorized use, installation, or operation of the Application Software, GE assumes no liability whatsoever for patent, copyright, trademark or trade secret infringement and Customer will hold GE harmless against any infringement claims arising therefrom (including, but not limited to reasonable attorney's fees).

6. TERM AND TERMINATION

6.1 This Agreement is effective when signed by both parties and shall remain in effect unless terminated as set forth herein.

6.2 Customer may terminate the 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.

6.3 GE, upon thirty (30) days notice, may terminate this Agreement and/or any license hereunder if Customer fails to perform any obligation or undertaking to be performed by it under this Agreement or if Customer attempts to assign this Agreement without the prior written consent of GE. Within twenty (20) days after any such termination of this Agreement, 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.

6.4 Sections 2.4, 4, 6 and 7 of this Agreement shall survive any expiration or termination and remain in effect. Termination of this Agreement or any license hereunder shall not relieve Customer of its obligation to pay any and all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

7. EXPORT

If Customer intends to export (or reexport), directly or indirectly, the software products or technical data relating thereto supplied hereunder or any portion thereof, it is Customer's responsibility to assure compliance with U.S. and any other applicable governmental export control laws and, if appropriate, to secure any required export licenses or approvals in Customer's own name. Customer is also responsible for the accuracy and completeness of any information or certification Customer provides for purposes of export control compliance.

8. PAYMENT TERMS

All quoted charges arising pursuant to this Agreement are due upon delivery of the Licensed Software or any hardware delivered as part of the same Customer order (whichever is earlier) to which such charges pertain and shall be paid within thirty (30) days of the date of invoice therefor. Prices quoted are exclusive of all sales, use, and excise taxes (and any other assessments in the nature of taxes however designated). Customer shall pay all import duties and registration fees and all sales, use and excise taxes (and any other assessments in the nature of taxes however designated) arising from the licensing of the Licensed Software hereunder, exclusive of taxes based on GE's net income.

9. FORCE MAJEURE

GE shall not be responsible for failures to fulfill its obligations under this Agreement due to causes beyond its control.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona, 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.

11. U.S. GOVERNMENT CONTRACTING

If Customer is a U.S. Government entity or elects to sell products or services 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 and services 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 Conditions of Sale), 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; and (e) 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 goods, services or prices to satisfy any such statutes and regulations other than those contained herein.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all proposals, oral or written, all previous negotiations and all other communications between the parties with respect to the subject matter hereof. These terms and conditions shall prevail, notwithstanding any different, conflicting, or additional terms and conditions that may appear on any purchase order or other instrument submitted by Customer. Deviation from these terms and conditions are not valid unless confirmed in writing by an authorized representative of GE. The invalidity of any portion of this Agreement shall not affect the remainder of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

CUSTOMER		GE INTELLIGENT PLATFORMS, INC.
Name: Craig Johnson		Name: Tanya M. Boyd
Title: DIRECTOR	Approved as to form:	Title: Sales Engineer
Date: 12/8/2011		Date: 12-12-11

ATTEST:

City Clerk

Craig Tindall
City Attorney

Exhibit A
To
End User License Agreement including Software Key
Between
GE Intelligent Platforms, Inc. and __City of Glendale_____

GE Catalog Number	GE Software Program/Component	Maximum Number of Copies Licensed
IC646IFCLNTCRO005	iFIX iClient Read Only 5 PK Keyless (M4 Part)	1

Customer Site (address of a single building or complex):

__4805 West Cholla Street Cholla Water Treatment Plant
__Glendale AZ, 85304 USA_____
__*End User CSN: 10181000*_____