

REQUEST FOR PROPOSALS

SCADA System Upgrade

Issued: August 18, 2021

Due: September 10, 2021

TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT



TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT REQUEST FOR PROPOSALS (RFP)

SCADA System Upgrade

GENERAL

Taylorsville-Bennion Improvement District (the District) is a Political subdivision of the State of Utah organized in March 1957, for the purpose of providing sewer and water services. The District operates as an Enterprise Fund. The District serves a population of approximately 70,000 people.

The District employs 34 people and operates and maintains approximately 229 miles of water lines, 12 wells, 2 sewer lift stations, 1 sewer siphon, and approximately 189 miles of sewer collection lines. The principal place of business and offices of the District are located at 1800 West 4700 South, in Taylorsville, Utah.

RFP CONTACT

This Request for Proposals (RFP) has been prepared by the District and the District is the issuing entity of this RFP. The District's representative for this RFP is Ron Stock, System Controls Supervisor. To schedule a site visit (only available on Wednesday, August 25, 2021) or ask any questions contact Ron Stock at 801-381-9000 or rons@tbid.org.

SCOPE OF WORK

The selected respondent shall provide a complete and operable SCADA system that will provide reliable operation of the District's culinary water facilities and wastewater lift stations and siphon for years to come. The Scope of work has been divided into the following tasks (each task is further described below):

1. Task 1 - Equipment installation and programming for remote sites.
2. Task 2 - Main office equipment, design, programming, installation, and commissioning.

Task 1 - Equipment for Remote Sites

Provide the equipment listed as outlined below:

Eight remote sites would require new ethernet radios to tie into your exiting PLC (Programmable Logic Controller) controls: **Refer to Exhibit A - SCADA Site Drawings.**

- Remove existing serial radio and install new MDS Orbit radio 900 Mhz. (Radios, wire, connectors, connector tool Provided by the District).
- Remove existing RTU and move signal wires to PLC.
- Use existing enclosure. Replace back panels with new hardware.
- Replace radio, antenna, connectors, and lightning arrestors (Provided by the District).
- Connect new radio to existing PLC to pull data to the main controls building.
- Replace Antenna wire RG 213 double shield.
- Provide Drawings for each panel.
- Provide UPS power back up on all sites.
- Program all PLC for site alarms and settings. **Refer to Exhibit B - SCADA Alarms and Exhibit C - SCADA Status.**

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Eleven sites need C-more 7” Screens from PLC. (No Exceptions) **Refer to Exhibit A - SCADA Site Drawings.**

Two sites need antenna mast added to building. (Mast provided by the District). **Refer to Exhibit A - SCADA Site Drawings.**

Nineteen remote sites would require a PLC along with new ethernet radios: **Refer to Exhibit A - SCADA Site Drawings.**

- Remove existing serial radio and RTU and install new MDS Radio and PLC to terminate the signal wires. (Allen-Bradley 1400 PLC (no Exceptions) MDS Orbit radio 900 Mhz. (Radios, wire, connectors, connector tool provided by the District)
- Remove existing RTU and move signal wires to PLC.
- Use existing enclosure. Replace back panels with new hardware.
- Replace radio, antenna, connectors, and lightning arrestors (all provided by the District).
- Replace Antenna wire RG 213 double shield.
- Use new PLC and Radio to pull data to the main controls building.
- Provide Drawings for each panel.
- UPS power back up on all sites.
- Program all PLC for site alarms and settings. **Refer to Exhibit B - SCADA Alarms and Exhibit C - SCADA Status.**

Below is a list of the remote sites that will require the SCADA system upgrade:

Well Site	Address
Atherton East Well	965 W. Atherton Drive
Atherton West Well	1015 W. Atherton Drive
Barker East Well	600 W. 4500 S.
Barker west Well	651 W. 4700 S.
Fairway & siphon Well	975 W. 3965 S.
High Zone Wells	5600 W. 6200 S.
Meadowbrook Well	1020 W. 4015 S.
Pioneer Well	1020 W. 4015 S.
Rawson Well	4790 S. 1560 W.
Swenson Well	1088 W Turnberry Way
Taylorsville East Well	601 W. 4800 S.
Taylorsville West Well	969 W. 4800 S.
Valley Well	3980 S. 700 W.

Sewer lifts, Booster sites and Treatment sites

Site	Address
39th Lift Station	1025 W. 3900 S.
Barker Treatment	651 W. 4700 S.
Barrington Park	1200 W. Norwalk Rd.
High Zone	5600 W. 6200 S.
Kearns Booster	5830 S. 4650 W.
Low Zone N	2750 W. 6200 S.
Low Zone S	2929 W. 6200 S.
Middle Zone	5700 S. 4900 W.

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Millrace Treatment	1200 W. 5400 S.
Plymouthview treatment	4800 S. Plymouthview Dr.

County Connections	Address
Bennion	Addresses available upon request
Cougar lane	
Westbrook	
Repeater Site	

Task 2 - Main Office equipment, design, programming, installation and commissioning.

Provide the services listed as outlined below:

Main Office telemetry, SCADA, and alarming software upgrade: **Refer to Exhibit A - SCADA Site Drawings.**

- Hookup Hardware SCADA servers and firewall. SCADA servers and firewall will be provided by the District.
- Install, set-up, and configure SCADA software provided by GE Digital on 2 new servers to our satisfaction, this will give us a graphical interface to view and control the sites listed on task #1, and offers a failover. Redundancy (cold backup) if either one of the SCADA servers crashes.
- Remove existing serial radio and RTU and install new MDS Radio and PLC to terminate the signal wires. (Allen-Bradley 1400 PLC (no Exceptions) MDS Orbit radio 900 Mhz. (Radios, wire, connectors, connector tool Provided by the District.
- Install set-up and configure Top View alarming software on 2 Servers, this will give us alarm call outs and email/texts via a VOIP (voice over IP service) for voice call out and internet service. This will also be redundant on both computers.
- iFix and required software. Must be purchased from GrayMatter (Shaun Judd 801-230-0365) (No exceptions - include cost in Bid. **Exhibit D - GE Quote No: BMIQ-07212021-420880**
- Alarm software.
- Software service for first year.
- Be able to run system from phone or tablets. WIN 911. By **Exhibit E - GrayMatter Quote No: 00008312.**
- SCADA hooked up for SCADA failure. **Refer to Exhibit B - SCADA Alarms and Exhibit C - SCADA Status.**
- Replace radio(s) and antennas at repeater site.
- Use existing enclosure. replace back panels with new hardware.
- UPS power back up on all sites.
- Training on software. I-Fix 4 seats. By **Exhibit E - GrayMatter Quote No: 00008312.**
- Training on Dream Report 1 seat. By **Exhibit E - GrayMatter Quote No: 00008312.**

This RFP is designed to provide basic information sufficient to solicit proposals from qualified companies, but (except to the extent expressly provided otherwise) is not intended to limit a proposal's content or exclude any relevant, important, or essential information. This RFP is part of a competitive procurement process which is intended to serve the best interests of the District and its citizens. It also provides each qualified company responding to this RFP with a fair opportunity for its services to be considered.

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TIMELINE

The following timeline will be followed with respect to this RFP:

1. Beginning date: Monday, August 18, 2021
2. Response submission deadline: Friday, September 10, 2021
3. Evaluation committee review period: Monday, September 13, 2021 – Friday, September 17, 2021
4. Anticipated award of contract: Thursday, September 23, 2021

CONTENTS OF PROPOSAL

The District requires all proposals to be submitted in two separate documents. The first document will include responder information and requested qualification criteria as outlined in items B and C below, and shall be no more than ten (15) pages in length. The second document will be the Cost Proposal, described in item D below, and shall be no more than two (5) pages in length.

Proposals should be submitted following these guidelines:

A. Submission Time, Place and Manner

Printed copies (5 copies) or an electronic copy (in PDF format), of the Proposal Documents and Cost Proposal, must be received on or before Friday, September 10, 2021 at 4:00 p.m. (MDT). Mail to Taylorsville-Bennion Improvement District, PO Box 18579, Taylorsville, UT 84118, or e-mail as follows:

Proposal Documents: Attention: Ron Stock
E-Mail: rons@tbid.org

Cost Proposal: Attention: Mark Chalk
E-Mail: mark@tbid.org

Late Submission: Proposals received after September 10, 2021 at 4:00 p.m. (MDT) will not be considered. Any mailed proposal received after that date and time will not be considered, irrespective of the date of mailing or any other factor.

B. Responder Information

The first page of the proposal should include:

Title: "Proposal for SCADA System Upgrade"
Responder information: Company Name / RFP Contact Person
Address
Telephone
E-Mail

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C. Response Criteria

The proposal should address the following:

1. Qualifications and ability to provide telemetry advisory services:

Qualifications and expertise:

- Provide a brief description of your company including ownership, volume of business, number of employees, and number of years in business
- Describe your overall business philosophy
- Describe your company's strength in the marketplace
- What distinguishes your company and the services you offer from other companies

Support team:

- Describe the team that would service the District relationship, specifying the individual who will be the lead person
- Describe the responsibilities, expertise, experience, and education of each team member

Services provided:

- Provide a list of services provided by your company, and indicate those services that will be included in your Cost Proposal

2. Work plan:

Include a complete narrative of your assessment of the work to be performed, your company's ability and approach, and the resources necessary to fulfill the requirements. Include discussion of the following:

- The District has 6 sites that are considered critical: Barrington Park Lift station, 39th Lift station, Bennion Connection, Westbrook Connection, main office and Repeater Site. These six sites will need to be switched over and operational the same day so there is no lapse in the alarms received from SCADA. Describe what approach you will take with these critical sites.
- We would like the project completed as quickly as possible. Please provide a timeframe of work to be completed with estimated completion date.

3. Past performance:

- List references (including a contact person and that person's contact information and title) of entities for which telemetry services have been provided, and who can render an opinion regarding the ability of the responder to provide those services
- Describe any work performed for water and/or sewer districts, or other similar local or special service districts

4. Standard Agreement:

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Provide a standard contract, including terms and conditions, which your company uses for telemetry services. This is necessary to satisfy Utah Code Ann. § 63G-6a-703(2) (e).

5. Conflicts of interest:

Indicate whether there are any potential conflicts of interest that would affect the ability of your company to fairly represent the District. For each potential conflict of interest state:

- The names of the individuals and entities involved;
- The nature of the conflict, and
- The steps that responder will take to mitigate the impact of the conflict

D. Cost Proposal (Separate Document)

In a separate document entitled “Cost Proposal”, include all information on cost for the SCADA System Upgrade and any related items for which the responder may charge. A proposal may be deemed to be nonresponsive if any cost information is included in any portion of the proposal response other than in the “Cost Proposal” document. Please include the following:

1. Total cost for all equipment and labor described in the Scope of Work section (not including equipment provided by the District).
2. List other anticipated costs that will require reimbursement, either on an actual cost basis or any other basis, if any.
3. Any other information relevant to cost

EVALUATION AND CONTRACT

Evaluation Criteria

An evaluation and selection committee will meet to consider all responsive proposals submitted and rank the proposals based on the criteria stated below.

Evaluation categories are assigned a maximum number of points for evaluation purposes, with a maximum cumulative total of 100 points. Cost proposals will be retained by the District and will be evaluated only after the basic proposals have been evaluated and ranked. The proposals will be evaluated based on the following factors:

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	Criteria	Score (0 - 5) *	Weight	Maximum Points
1	Demonstrated qualifications and ability to provide telemetry services:			
	Qualifications and expertise	5	x 2	10
	Support team	5	x 2	10
	Services provided	5	x 1	5
2	Work Plan			
	Clearly written proposal which indicates an understanding of the key issues, clearly defines deliverables, and the responders ability to meet the demands of telemetry needs as they arise.	5	x 4	20
3	Past Performance			
	Demonstrated experience (i.e. proven track record). Positive references indicating successful past performance for districts or other similar local or special service districts.	5	x 4	20
4	Standard Contract Provided			
	The provided contract should be suitable for the services being sought and the relationship between TBID and the company responding to the RFP. The contract should be fair and balanced and should adequately protect TBID's interests. TBID reserves the right to discuss proposed contract terms and negotiate appropriate changes with the successful company.	5	x 1	5
5	Conflicts of Interest	P/F		
6	Cost Proposal - based on formula (see phase 4 below).	5	x 6	30
Total Maximum Score Available				100

Score (0 – Unacceptable, 5 – Superior)

Evaluation Process

Phase 1: The evaluation committee will review all proposals that are timely received. Proposals that are not responsible, responsive, or do not comply with the requirements of this RFP and the requested submission format will be eliminated from consideration.

Phase 2: The evaluation committee will evaluate proposals that are not eliminated in Phase 1 in accordance with criteria 1 – 4 listed above. Proposals that achieve a total

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technical score of 60 points or more will be designated as finalists and will move on to Phase 3.

Phase 3: If needed, discussions may be conducted with responders who were not eliminated in Phase 1 or Phase 2. The discussions may be conducted in person or by telephone. The scores awarded under Phase 2 could be adjusted, if justified. If discussions are deemed unnecessary, proposals may be evaluated and ranked without discussions.

Phase 4: After the adjustments described in Phase 3 are made, if any, each finalist will receive a score for “Cost” of up to 15 points, as follows:

The proposal with the lowest cost will receive the maximum points available. All other proposals will receive points determined by the ratio for the lowest proposal’s cost to each other proposal’s cost with the points being rounded down to the nearest whole number. The ratio is calculated as follows: the maximum points available for the cost category, multiplied by lowest proposed price/proposal price.

Utah Procurement Code

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code, Title 63G, Chapter 6a of the Utah Code.

E-Verify Compliance

The company that is awarded the bid must certify that they are in compliance with Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Company is registered and participates in a Status Verification system as required by law. Please see attached certification form.

Accuracy of Proposal

All proposals will be relied upon to be true and accurate. The District will rely on this information when evaluating each submission by the criteria listed in the Evaluation and Contract section.

Best and Final Offers

In accordance with Utah Code Ann. § 63G-6a-707.5, the evaluation committee may request best and final offers from responsible offerors who have submitted responsive proposals that meet the minimum qualifications, evaluation criteria, or applicable score thresholds identified in this RFP, if:

1. no single proposal addresses all the specifications stated in the request for proposals;

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2. all or a significant number of the proposals are ambiguous on a material point and the evaluation committee requires further clarification in order to conduct a fair evaluation of proposals;
3. the evaluation committee needs additional information from all offerors to complete the evaluation of proposals;
4. the differences between proposals in one or more material aspects are too slight to allow the evaluation committee to distinguish between proposals;
5. all cost proposals are too high or over budget; or
6. another reason exists supporting a request for best and final offers, as provided in established rules.

Best and final offers will then be evaluated and scored by the evaluation committee in accordance with the evaluation criteria and procedures stated in this RFP.

Contract

A contract may be awarded (pending successful contract negotiations) to the responder whose proposal is the most advantageous to the District, taking into consideration price and the other evaluation factors described in this RFP.

In accordance with Utah Procurement Code, the District reserves the right to award the contract to a technically lower-cost responder that scored lower than the highest scoring responder if, based on a cost benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value to the District.

The contract may be for a period of up to five (5) years, and may be canceled at any time with or without cause upon 30 days written notice from either the District or the company.

The District reserves the right to reject any and all proposals.

Addenda

In the event that it becomes necessary to revise any part of this RFP, respondents that are invited to submit in response to the RFP, and any other person requesting such information, will be notified by e-mail that a copy of the addenda is available. It is the responsibility of each respondent to ensure that its contact information given to the District is correct. The final date for the issuance and notification of addenda will be five (5) days prior to the due date of the proposal.

Protected Information

As a governmental entity, the District is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and cannot guarantee that information provided in a proposal will not be subject to disclosure under GRAMA.

Cost of Responding to RFP and Contract Negotiations

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All expenses relating to responding to this RFP, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. The District assumes no liability for any costs incurred by a responder in responding to this RFP.

All expenses of the successful responder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the responder. The District assumes no liability for any costs incurred by a responder relating to contract negotiations.

Responder will not bill for any expense that was incurred before the contract is signed.

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**CERTIFICATION OF COMPLIANCE
WITH E-VERIFY PROGRAM OR EQUIVALENT**

This is to certify that _____ (“Company”) covenants, represents and warrants to Taylorsville-Bennion Improvement District (“the District”) that Company is and at all times during the performance of any contract with the District will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Company is registered and participates in a Status Verification system as required by law.

Dated this ____ day of _____, 2021.

Name of Company

By: _____

Title: _____

Printed Name: _____

EXHIBIT A - SCADA SITE DRAWINGS

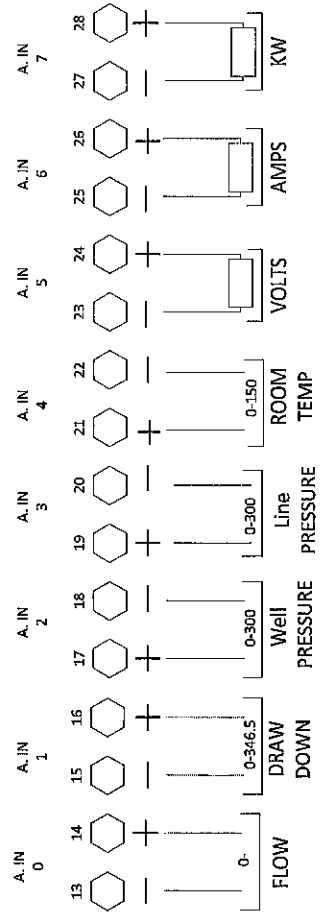
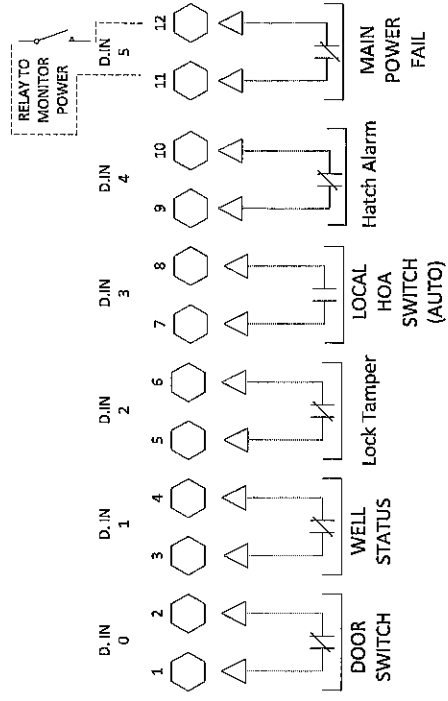
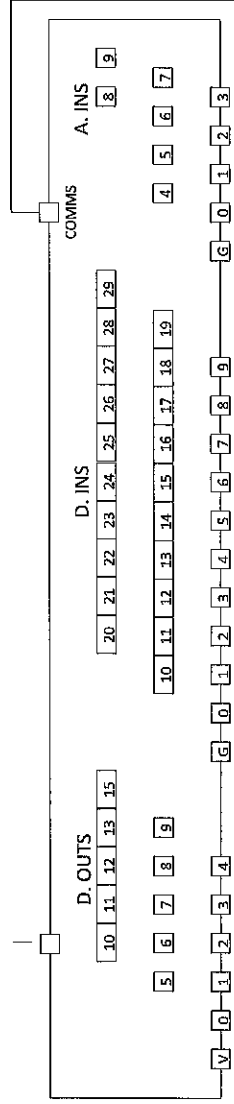
Site No:	SITE	Drawing #	Needs	Notes
	WELLS			
	53rd Well		Wired to Millrace Treatment site	Barker East well has wire ran for Scada to treatment site
1	ATHERTON EAST	#1	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	
2	ATHERTON WEST	#1	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	
	BARKER EAST		Wired to Barker Treatment site	Barker East well has wire ran for Scada to treatment site
3	BARKER WEST	#1	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	
4	FAIRWAY	#2 Fairway	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	Wires ran from siphon
5	HIGH ZONE EAST WELLS	#3 High Zone East	Needs PLC ,Radio, Antenna, Antenna Wire and connectors	Tank alarms and door alarms, Tank level
6	HIGH ZONE WEST WELLS	#4 High Zone West	Needs PLC ,Radio, Antenna, Antenna Wire and connectors	Tank alarms and door alarms
	Kearns Well			Wired to Kearns Booster.
7	MEADOWBROOK	#1	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	
8	PIONEER	#5 VFD	Needs Radio, Antenna, Antenna Wire and connectors	
9	RAWSON	#1	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	
10	SWENSON	#5 VFD	Needs Radio, Antenna, Antenna Wire and connectors	
11	TAYLORSVILLE EAST	#6 Tay East	Needs Radio, Antenna, Antenna Wire and connectors	
12	TAYLORVILLE WEST	#1	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	
13	VALLEY	#5 VFD	Needs Radio, Antenna, Antenna Wire and connectors	
	TREATMENT SITES			
14	BARKER	#7 Barker	Needs Radio, Antenna, Antenna Wire and connectors Add atenna mast to building	Barker East well has wire ran for Scada to treatment site
15	MILLRACE	#8 Millrace	Needs Radio, Antenna, Antenna Wire and connectors Add atenna mast to building	53 well has wire ran for Scada to treatment site for door alarm
16	PLYMOUTH VIEW	#9 Plymouth	Needs Radio, Antenna, Antenna Wire and connectors	
	BOOSTER & TANK SITES			
17	KEARNS	#10 Kearns	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	Kearns well has wire ran to Scada in booster site for door alarm
18	LOW ZONE SO.	#11 LZS	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	Add H-O-A switch and Hi Side -Low Side PSI
19	LOW ZONE NO.	#12 LZN	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	Add H-O-A switch and Hi Side -Low Side PSI
20	MZ	#13 Middle Zone	Needs PLC ,Radio, Antenna, Antenna Wire and connectors	
	HZ			Ran to High Zone east well It has tank level and door alarm.
	SEWER			
21	Siphon Flow	#14 Siphon	Needs PLC ,Radio, Antenna, Antenna Wire and connectors 4/20 M/A splitter	Getting flow from Central Valley and send it to Fairway and to new iFix
	Siphon Site	#2 Fairway	Going to Finlayson	wires to fairway Scada. Has radar 24 v 4/20 MA and float alarm and door alarm
22	39th	#15 39th LIFT	Needs Radio, Antenna, Antenna Wire and connectors	Well To be replaced in future
23	BARINGTON	#16 Barrington	Needs PLC & screen, Radio, Antenna, Antenna Wire and connectors	
	County			
24	Bennion Vault	#17 County	Needs PLC ,Radio, Antenna, Antenna Wire and connectors	Getting flow from JVW
25	Cougar	#18 Cougar	Needs PLC ,Radio, Antenna, Antenna Wire and connectors	Getting flow from JVW
26	West brook Vault	#17 County	Needs PLC ,Radio, Antenna, Antenna Wire and connectors	Getting flow from JVW
	Office			
27	Main PLC & Scada	#19 Office	Needs PLC	
	Repeater site			
28	Repeater		Needs Repeater	Sate site 6200 s Bangerter

TAYLORSVILLE WELL ELEC. DWG

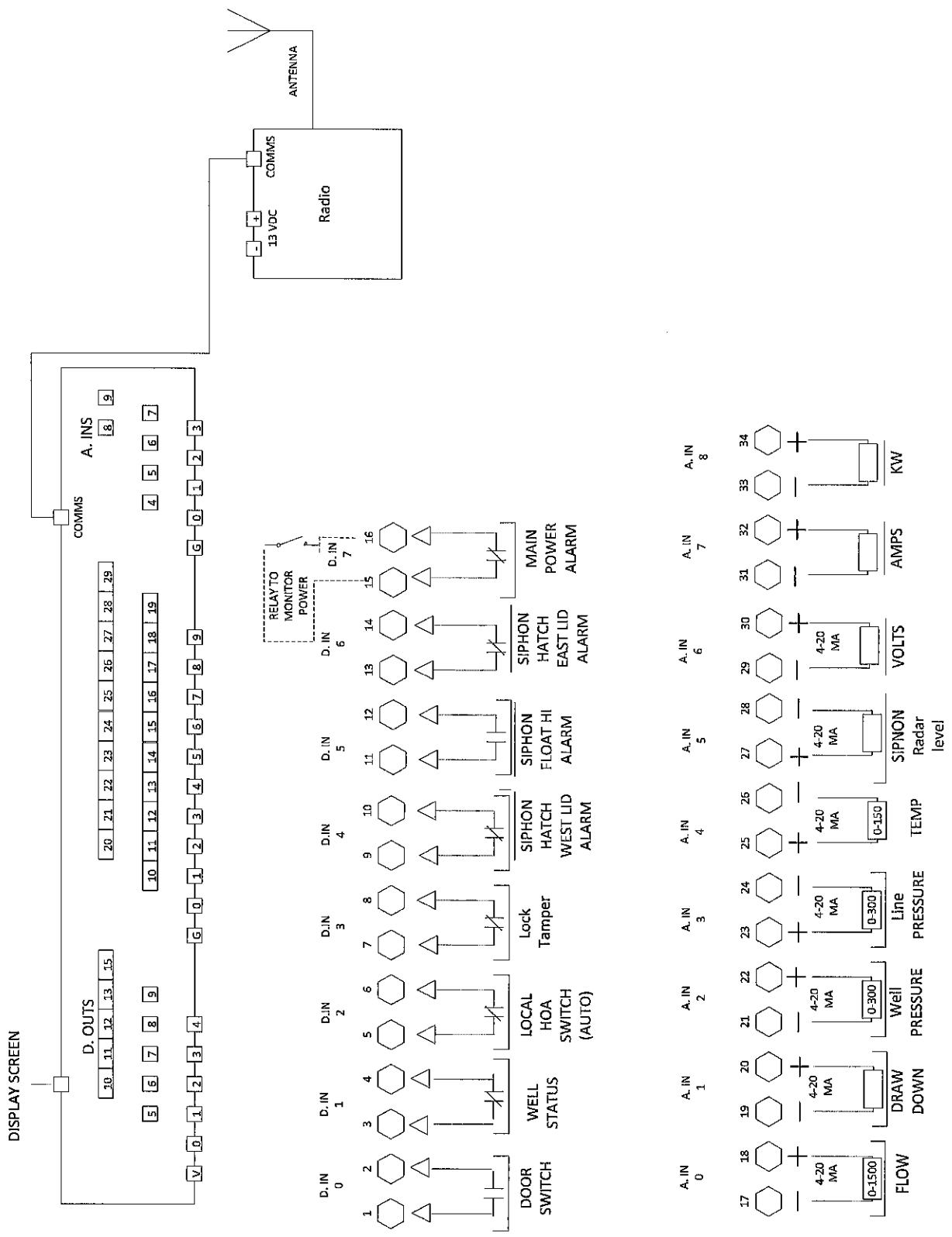
#1 WELLS

8/1/21

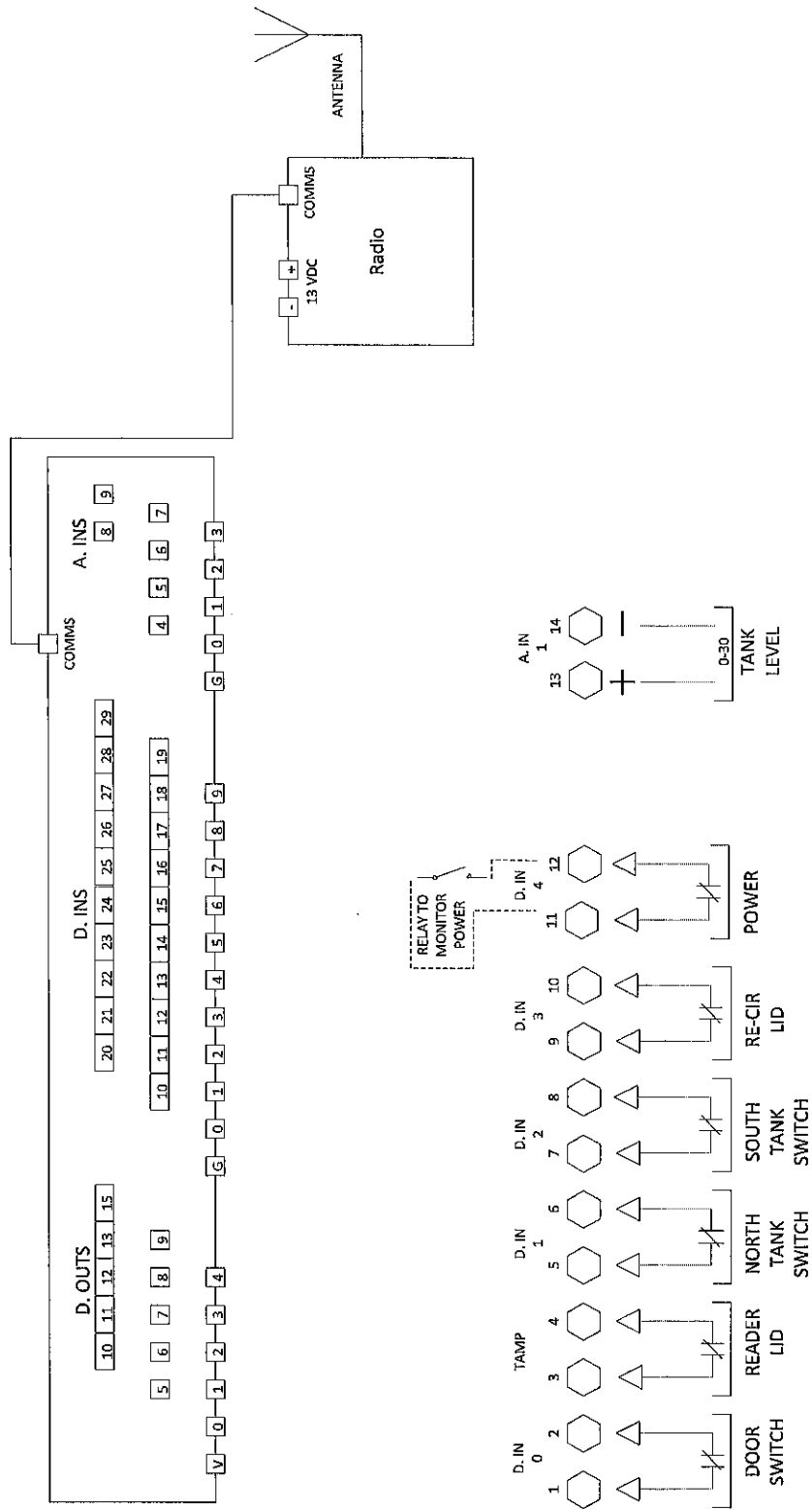
DISPLAY SCREEN



TAYLORSVILLE WELL ELEC. DWG
 #2 Fairway 8/1/21



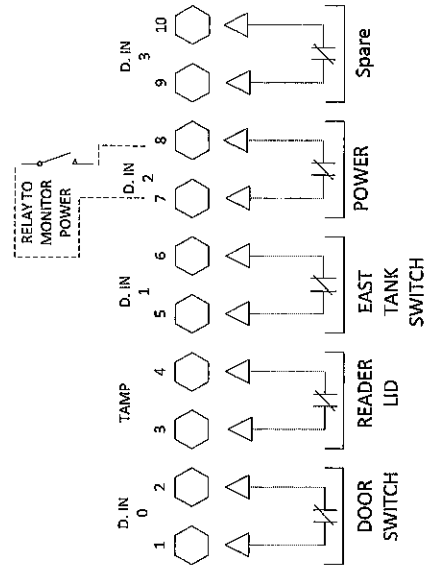
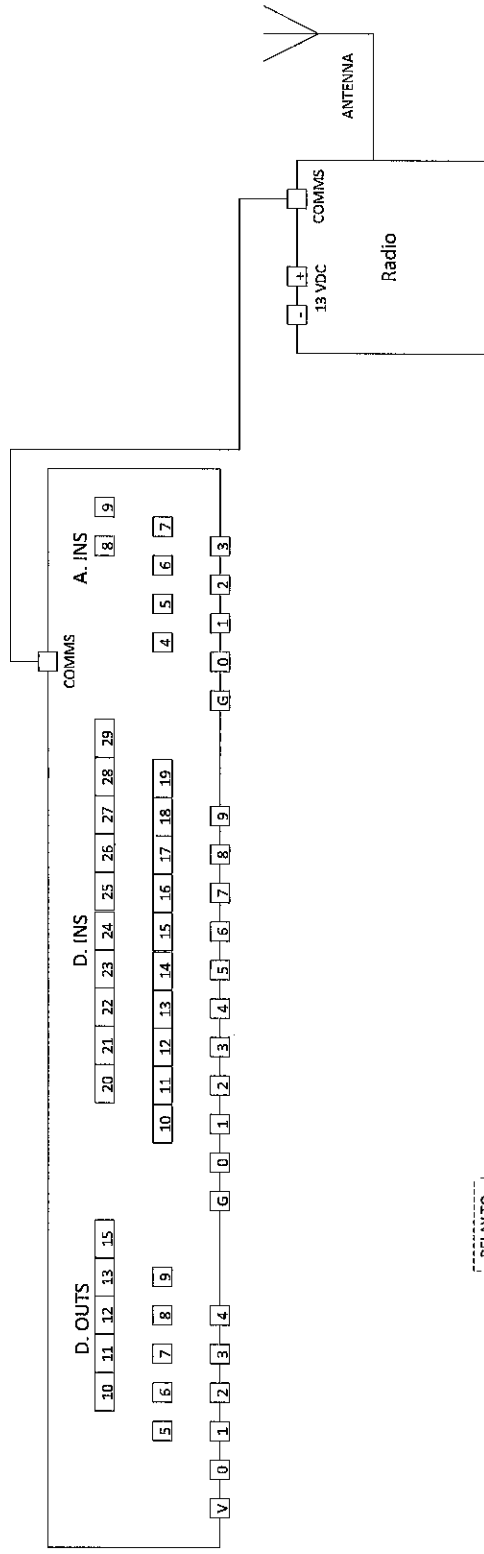
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 #3 HIGH ZONE EAST 8/1/21



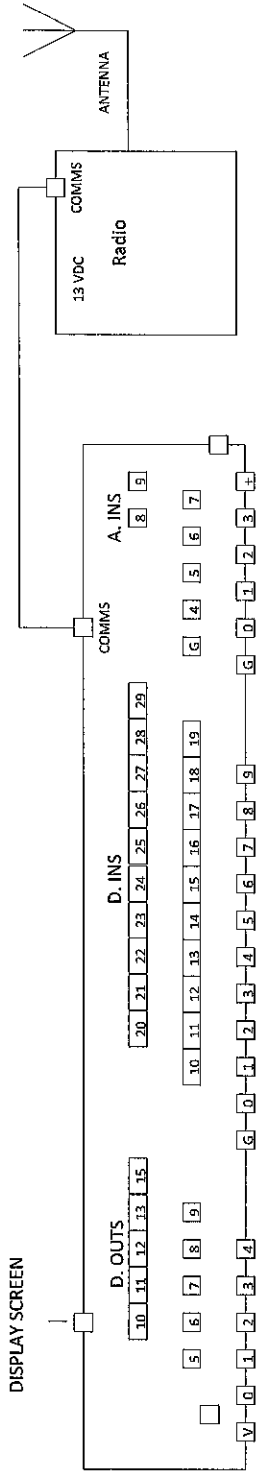
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#4 HIGH ZONE WEST

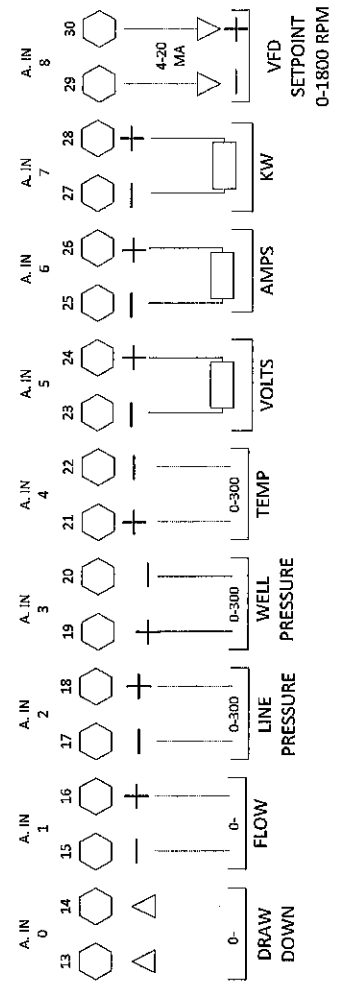
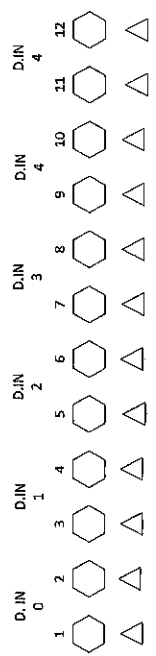
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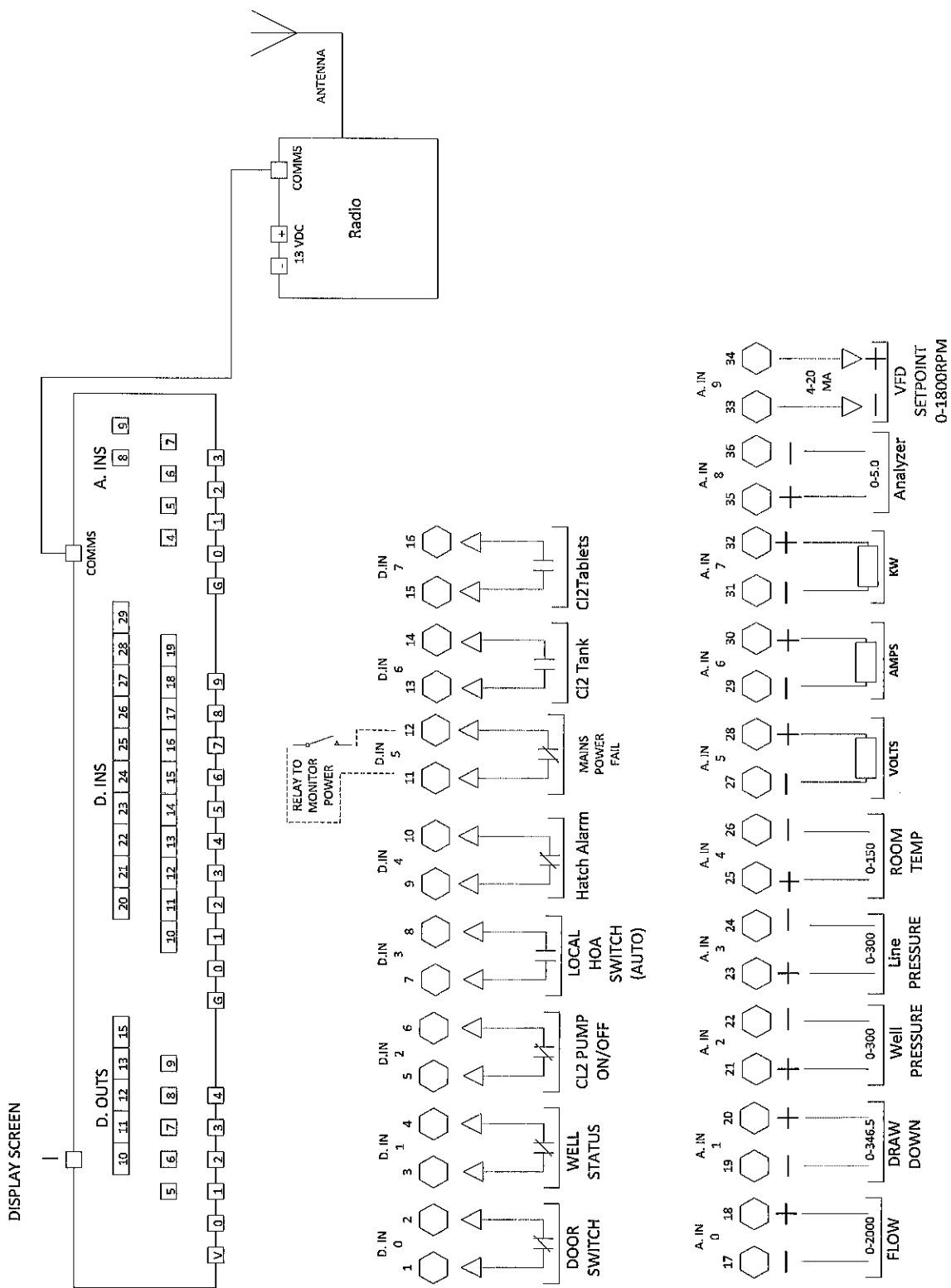
TAYLORSVILLE VFD WELL ELEC. DWG
 #5 VFD WELLS 8/1/21



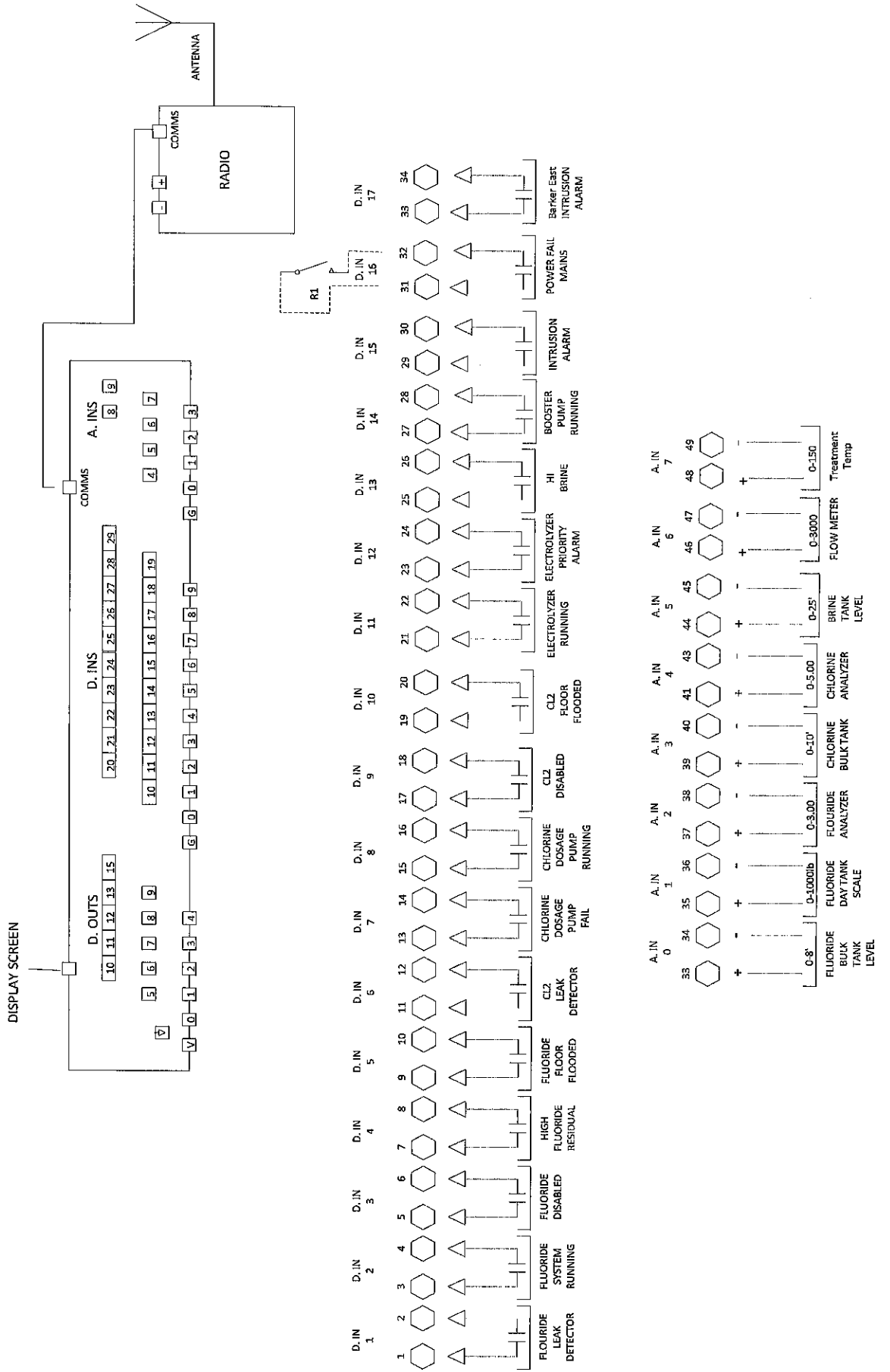
Going to waste 1400 RPM And is default
 Swenson Uses draw down for low water Motor shut off



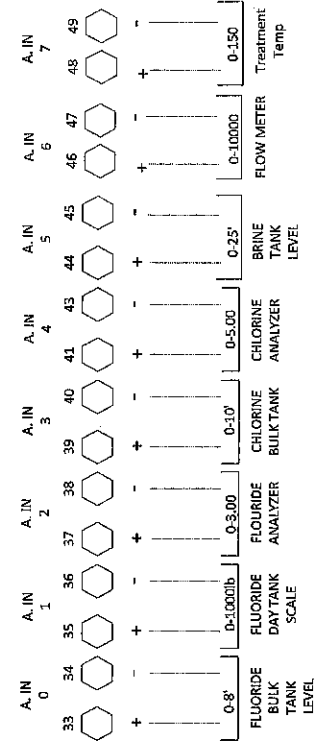
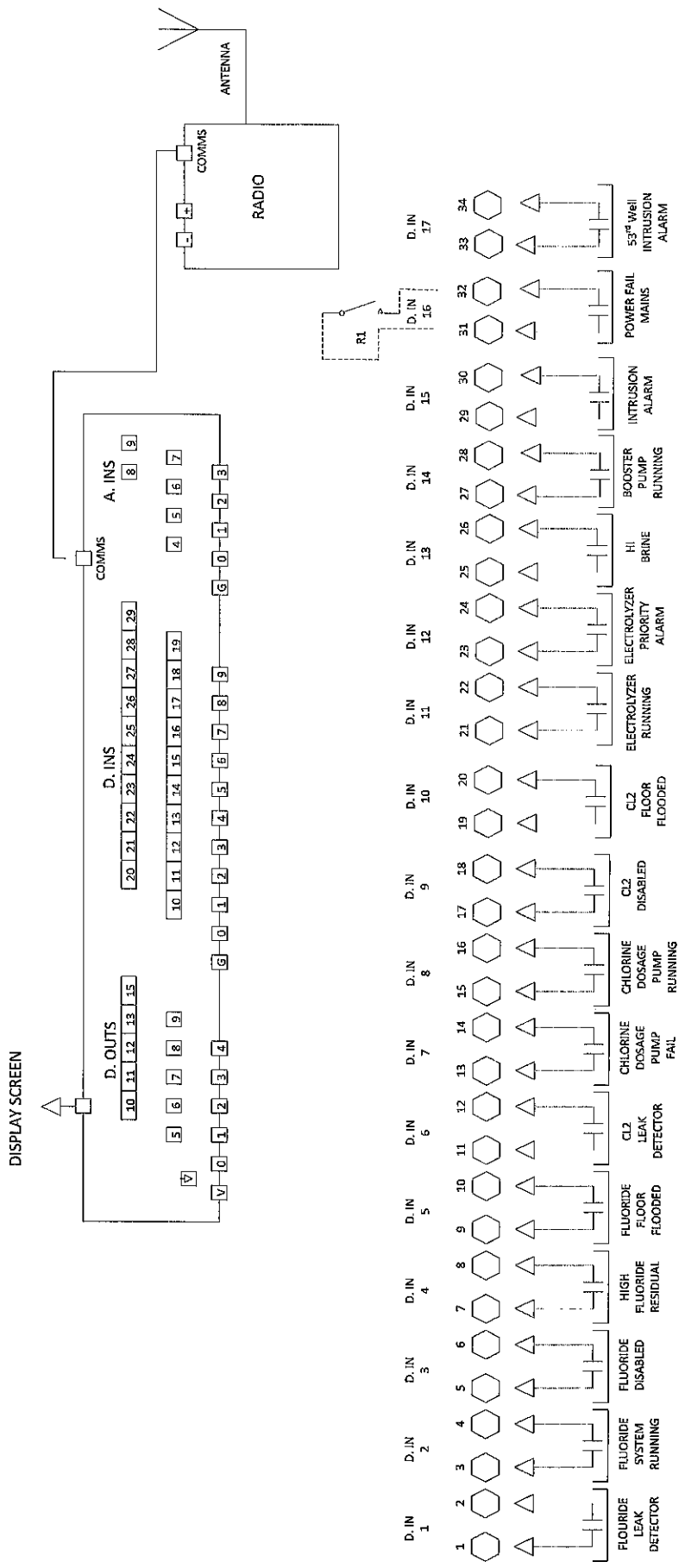
TAYLORSVILLE WELL ELEC. DWG
 #6 Tay East WELLS 8/1/21



TAYLORSVILLE WID
TREATMENT ELEC. DWG
#7 BARKER
8/1/21



TAYLORSVILLE WID
TREATMENT ELEC. DWG
#8 MILLRACE
8/1/21

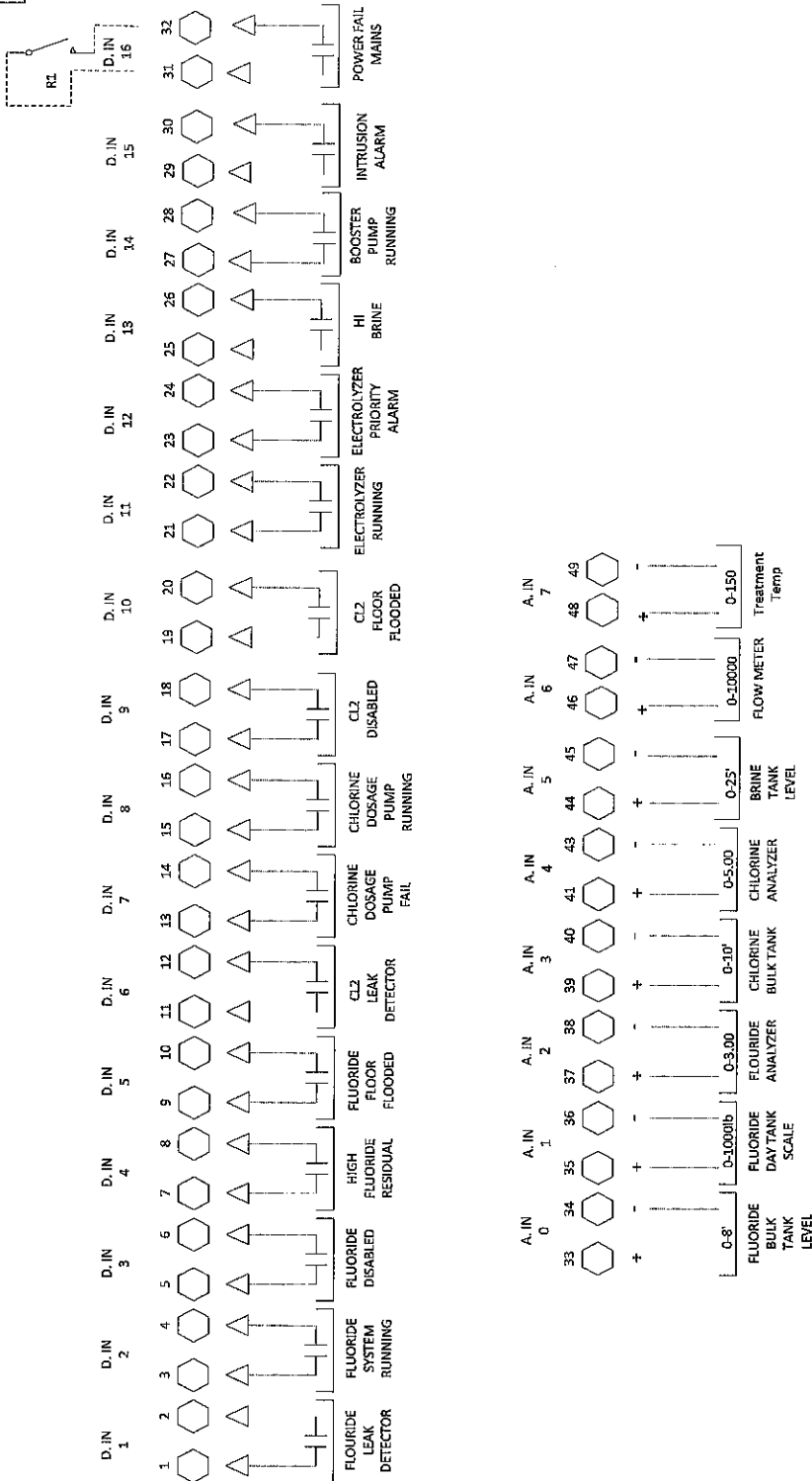
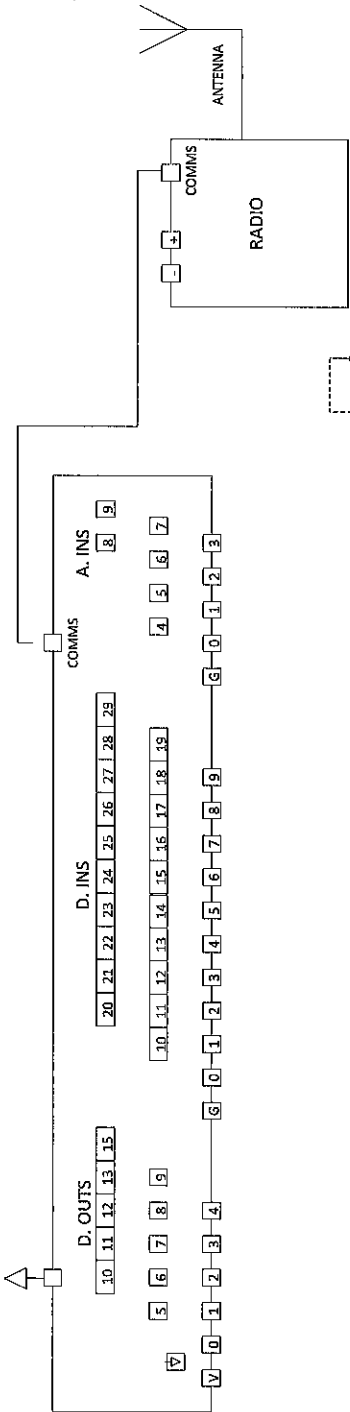


TAYLORSVILLE WID
TREATMENT ELEC. DWG

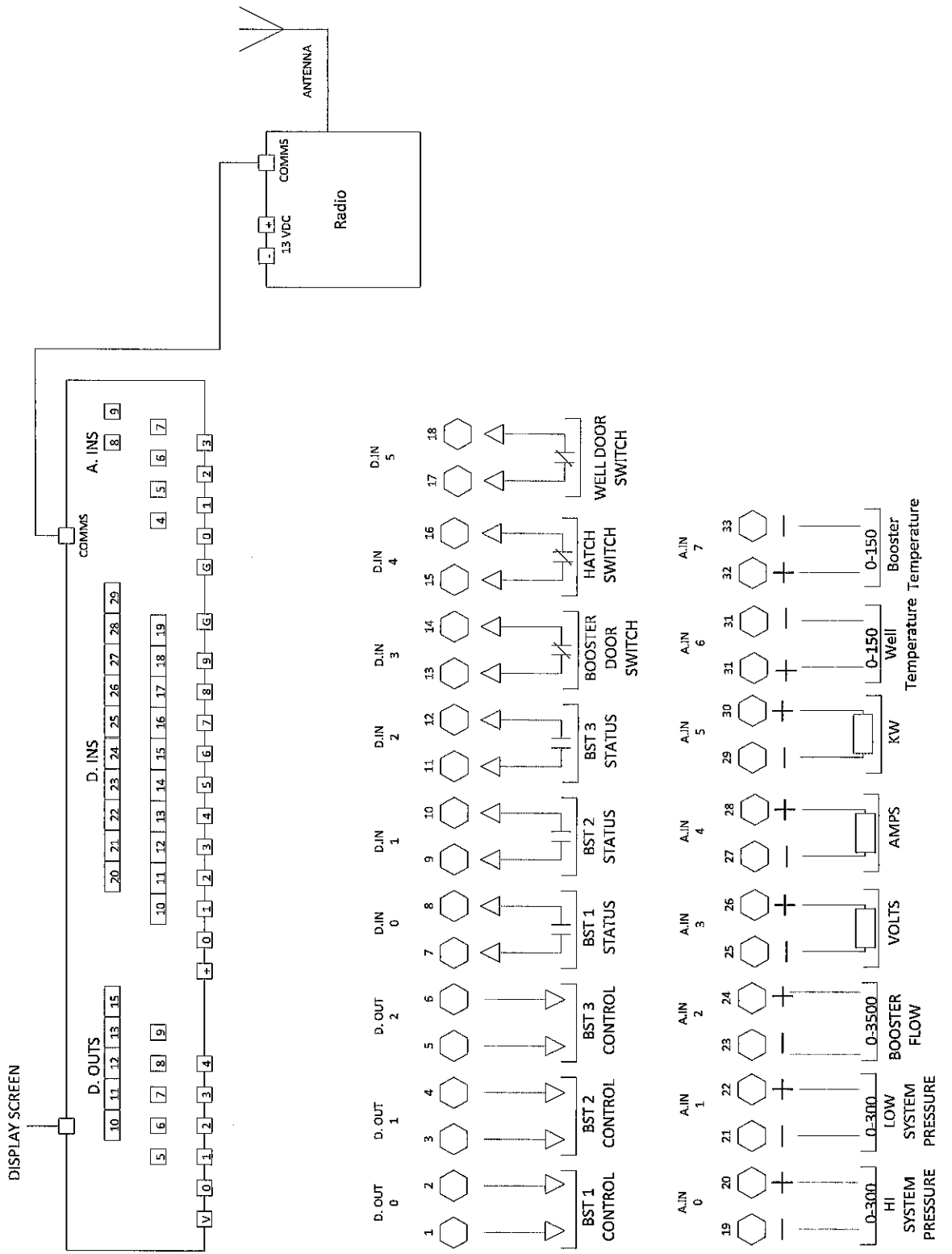
#9 PLYMOUTH

8/1/21

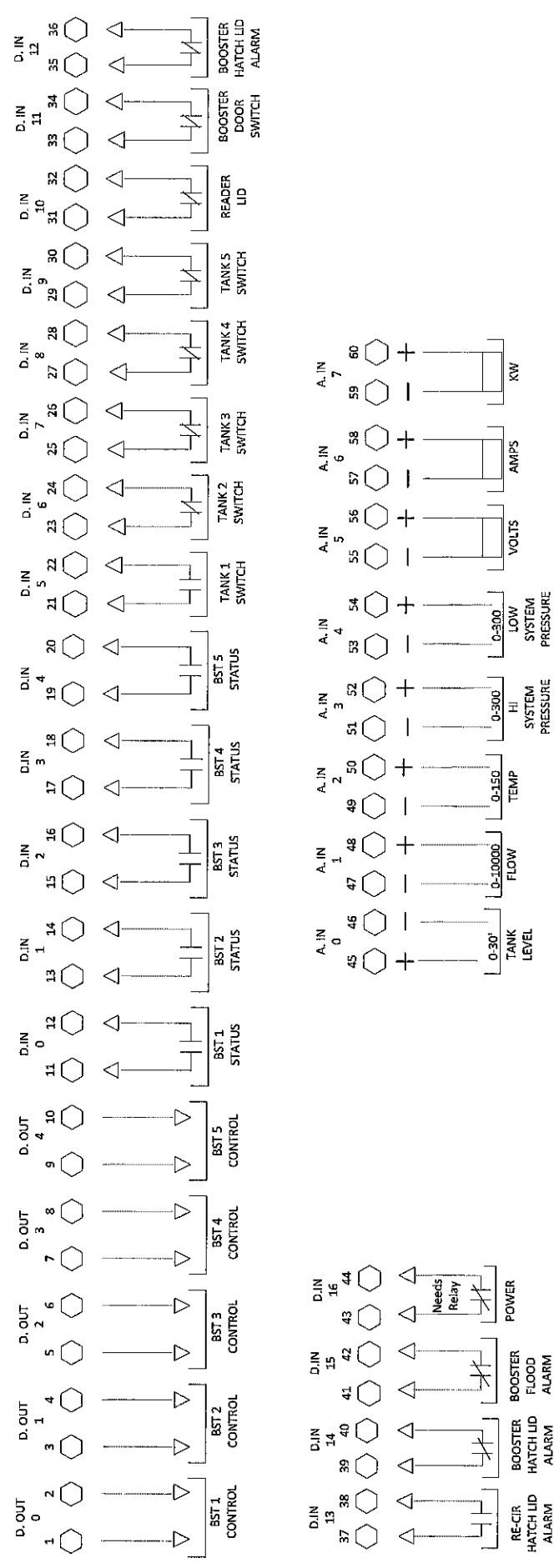
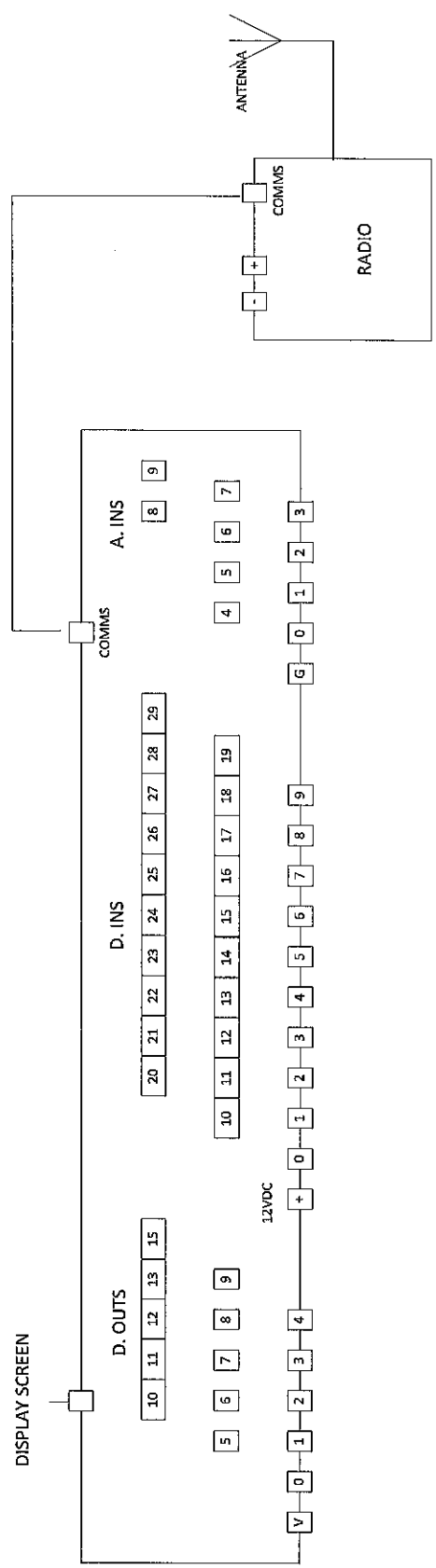
DISPLAY SCREEN



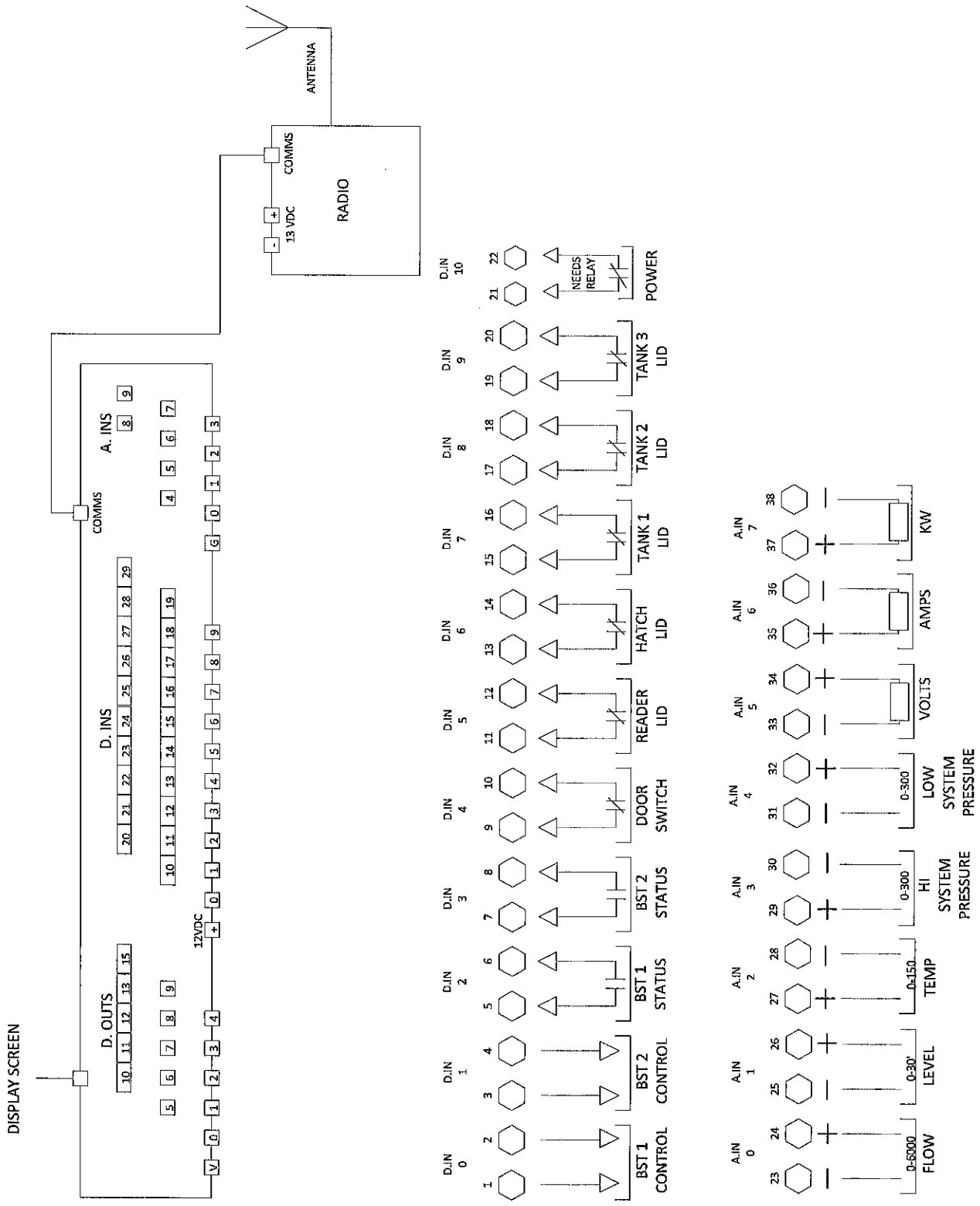
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 KEARNS BST. & WELL. ELCT. DWG
 #10 Kearns 8/1/21



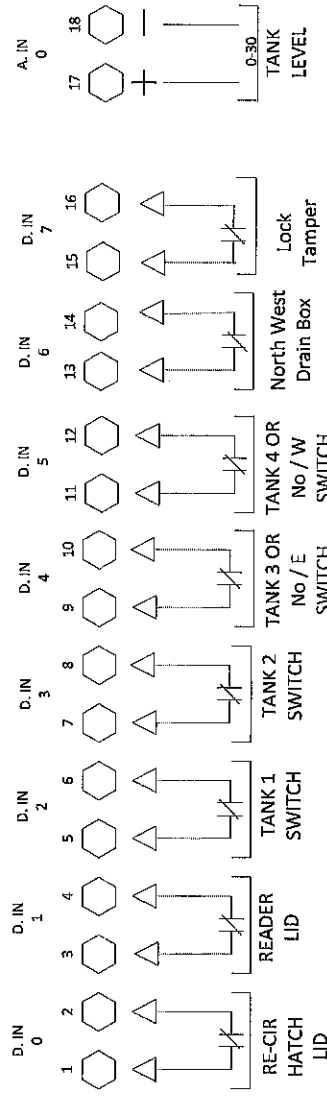
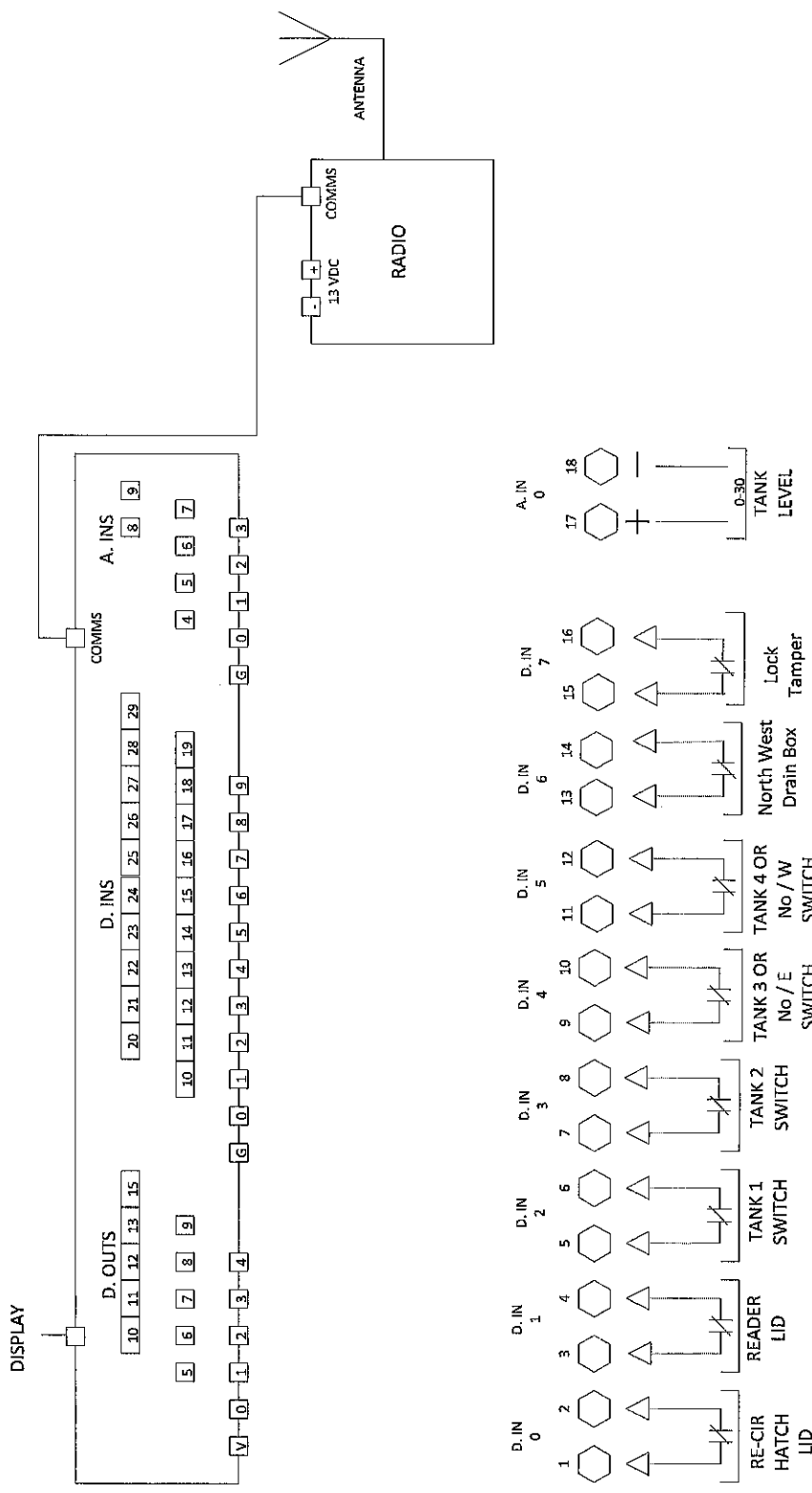
TAYLORSVILLE WID
 LOW ZONE SO. TANK & BST STA. ECT. DWG
 #11 LZS
 8/1/21



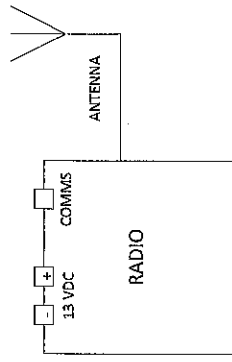
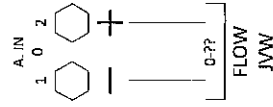
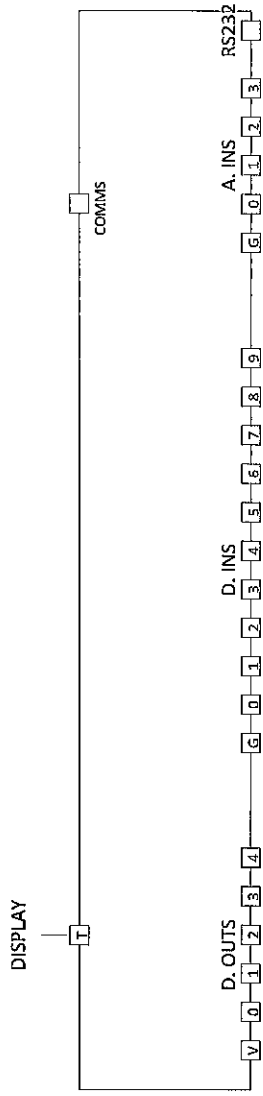
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 LOW ZONE NO. TANK & BST STA. ECT. DWG
 #12 LZN 8/1/21



TAYLORSVILLE WID
MIDDLE ZONE TANK ELEC. DWG
13 Middle Zone 8/1/21

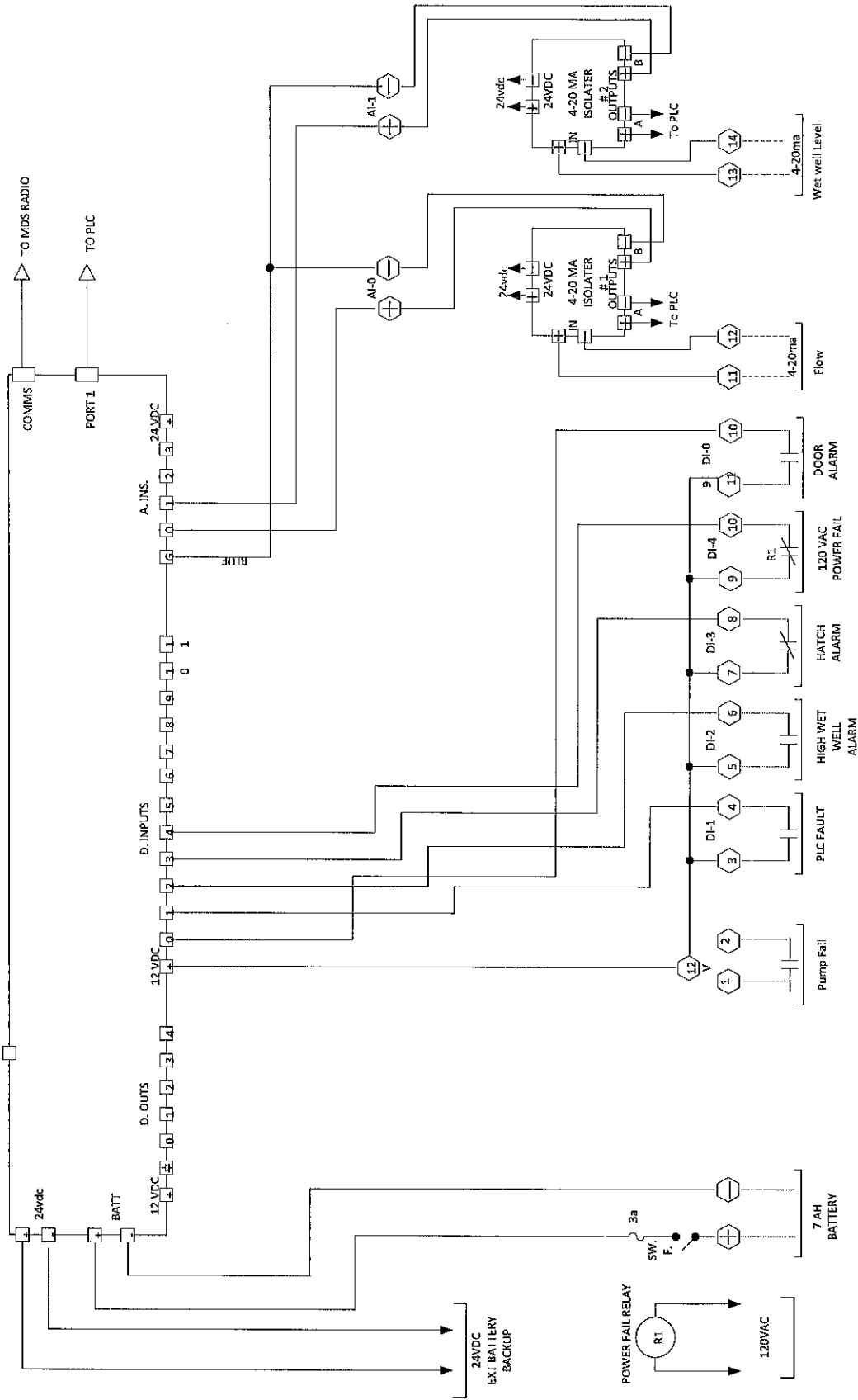


TAYLORSVILLE WID SIPHON FLOW SITE	
#14 SIPHON	8/1/21

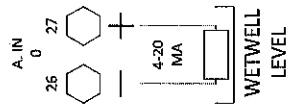
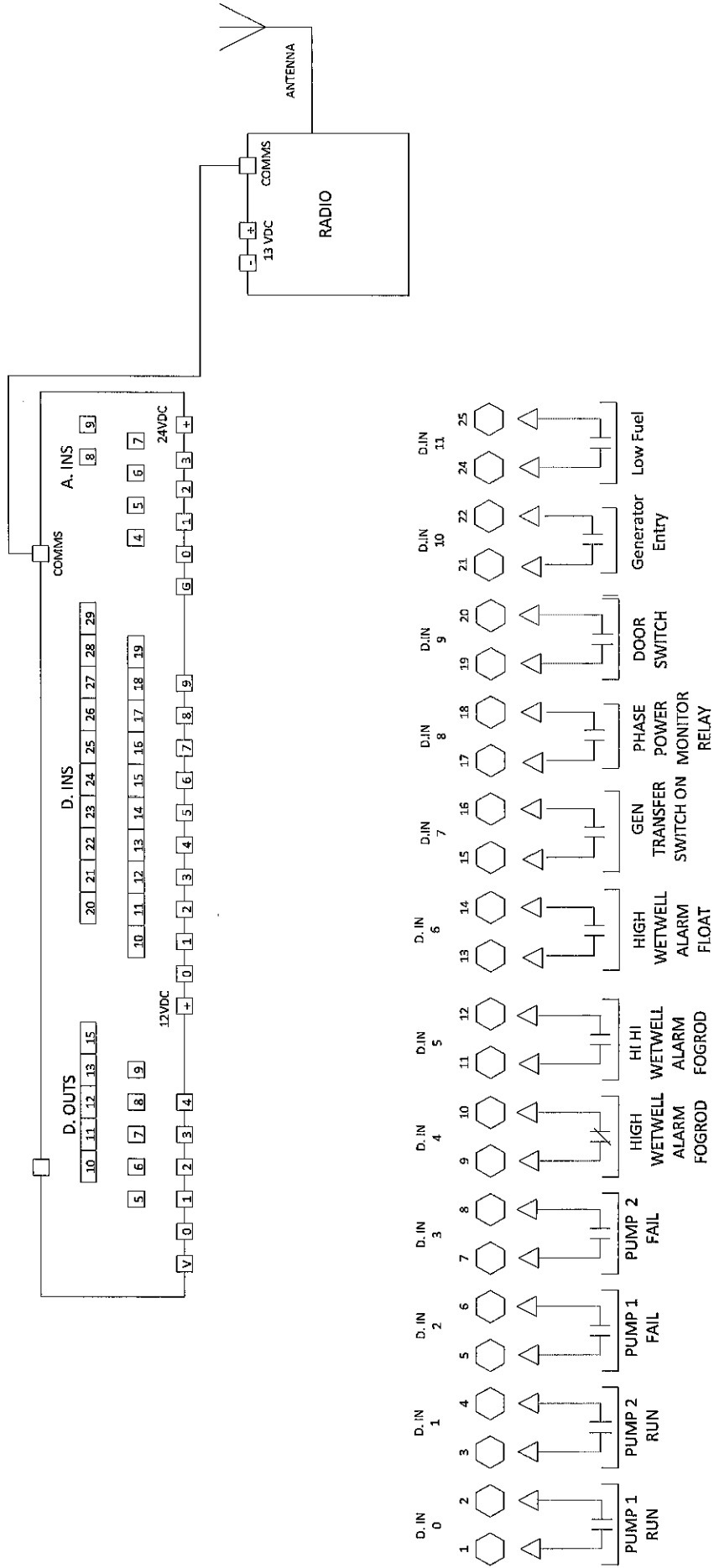


TAYLORSVILLE
39th LIFT STATION.

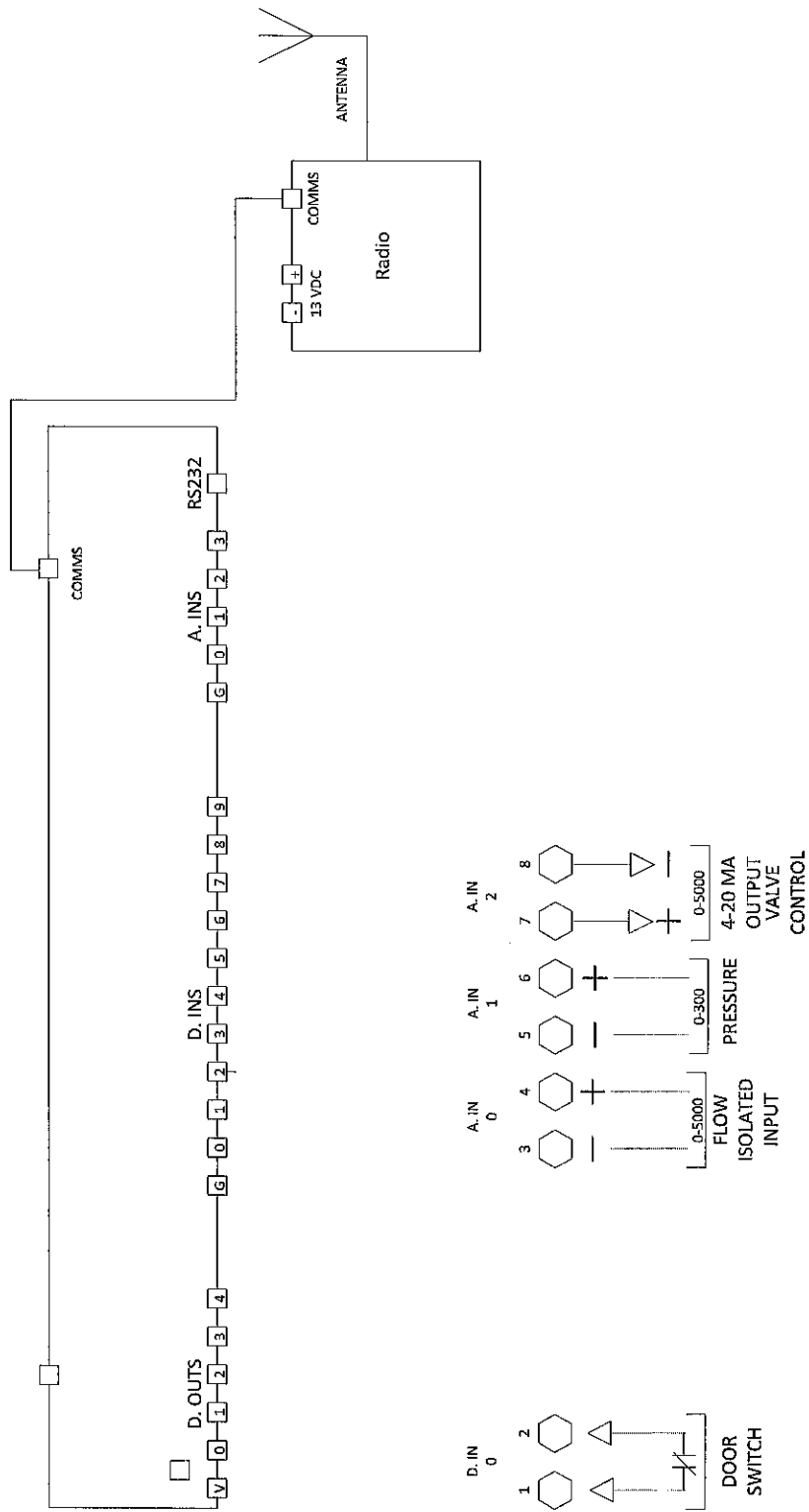
#15 39th Lift 8/1/21



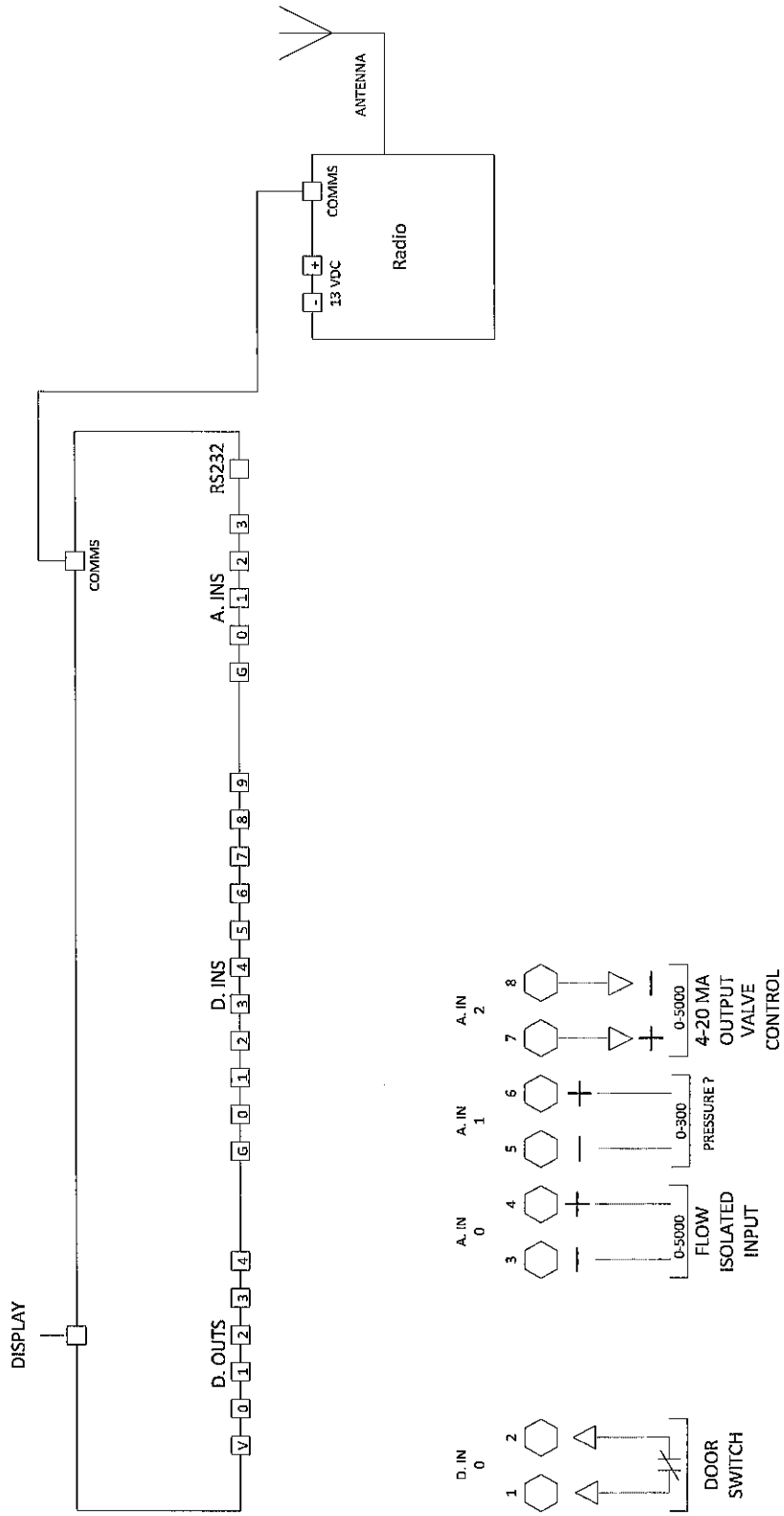
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 BARRINGTON LIFT STATION ELEC. DWG
 #16 Barrington 8/1/21



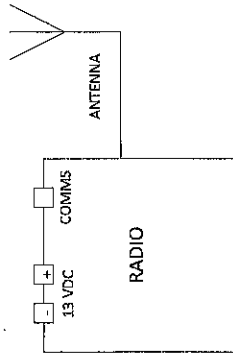
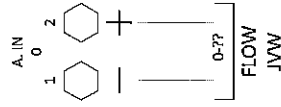
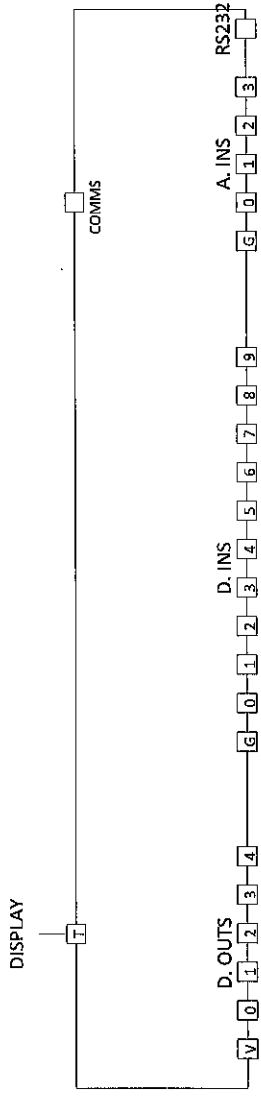
TAYLORSVILLE WID COUNTY CONNECTION	
#17 County	8/1/21



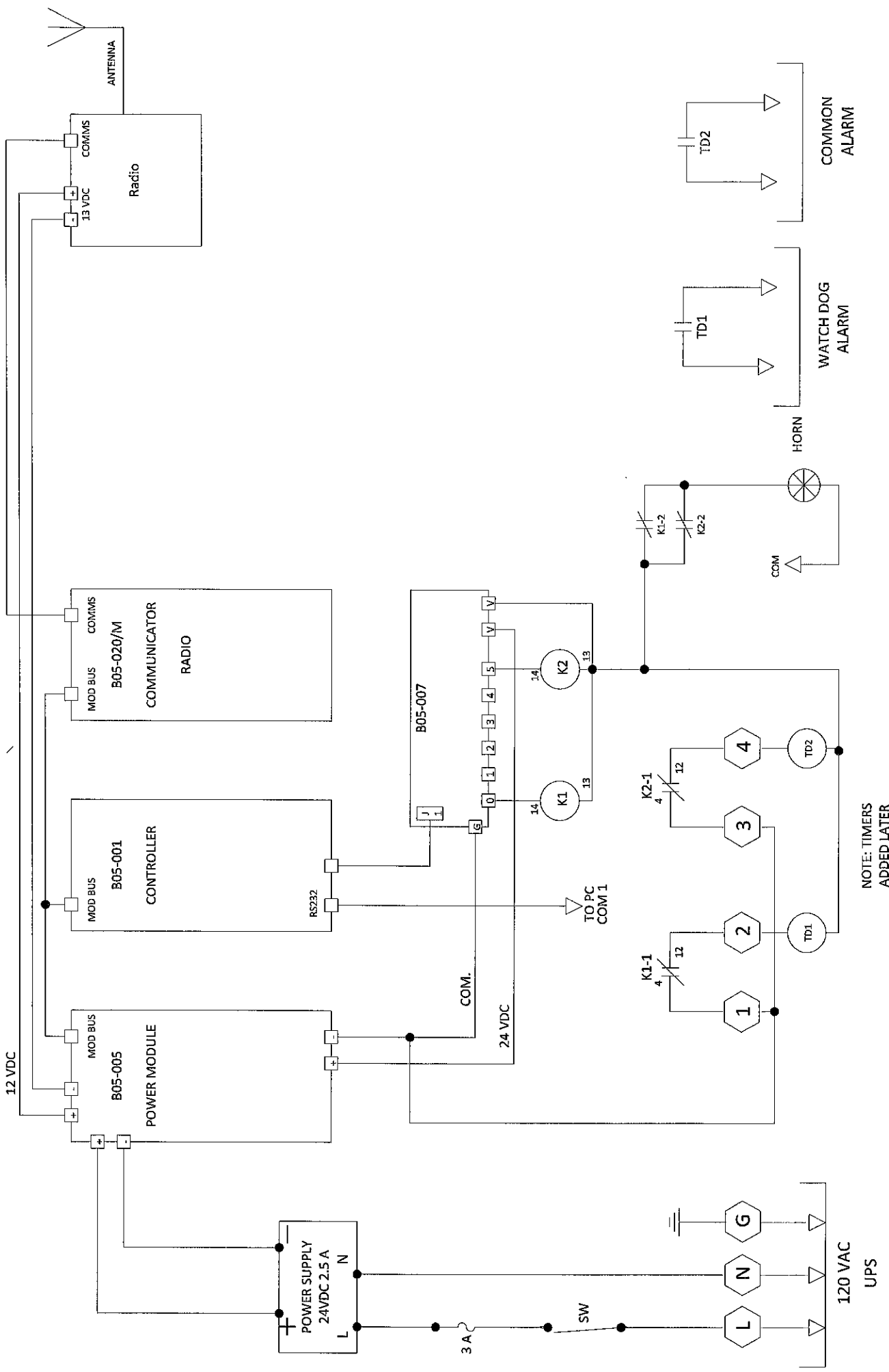
TAYLORSVILLE WID COUGAR COUNTY FLOW SITE	
#18 Cougar County	8/1/21



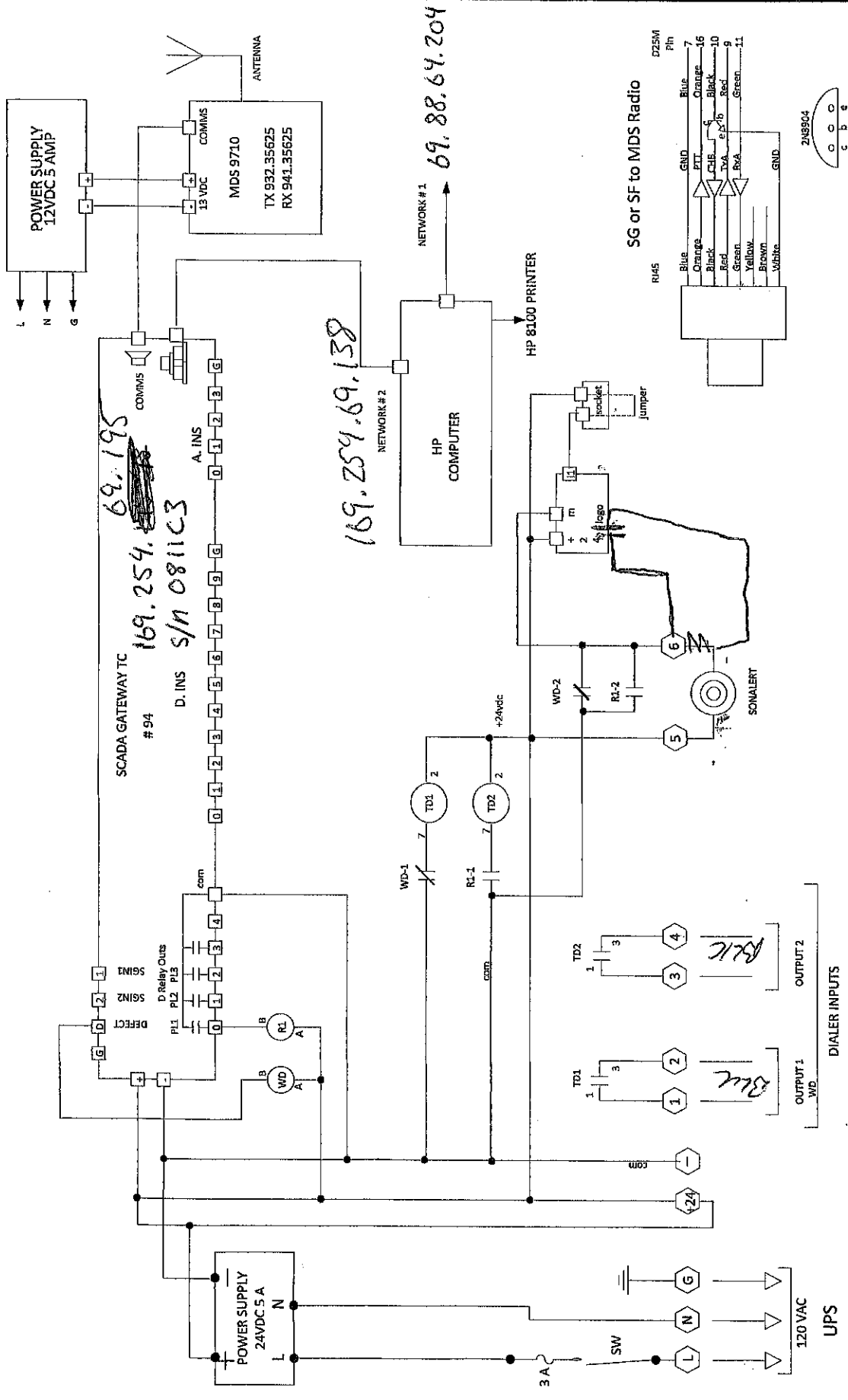
TAYLORSVILLE WID 5200 BOOSTER FLOW SITE	
#19 5200 Booster	8/1/21



TAYLORSVILLE WID
 MASTER SITE ELECTRICAL DRAWING
 #20 Office 8/1/21

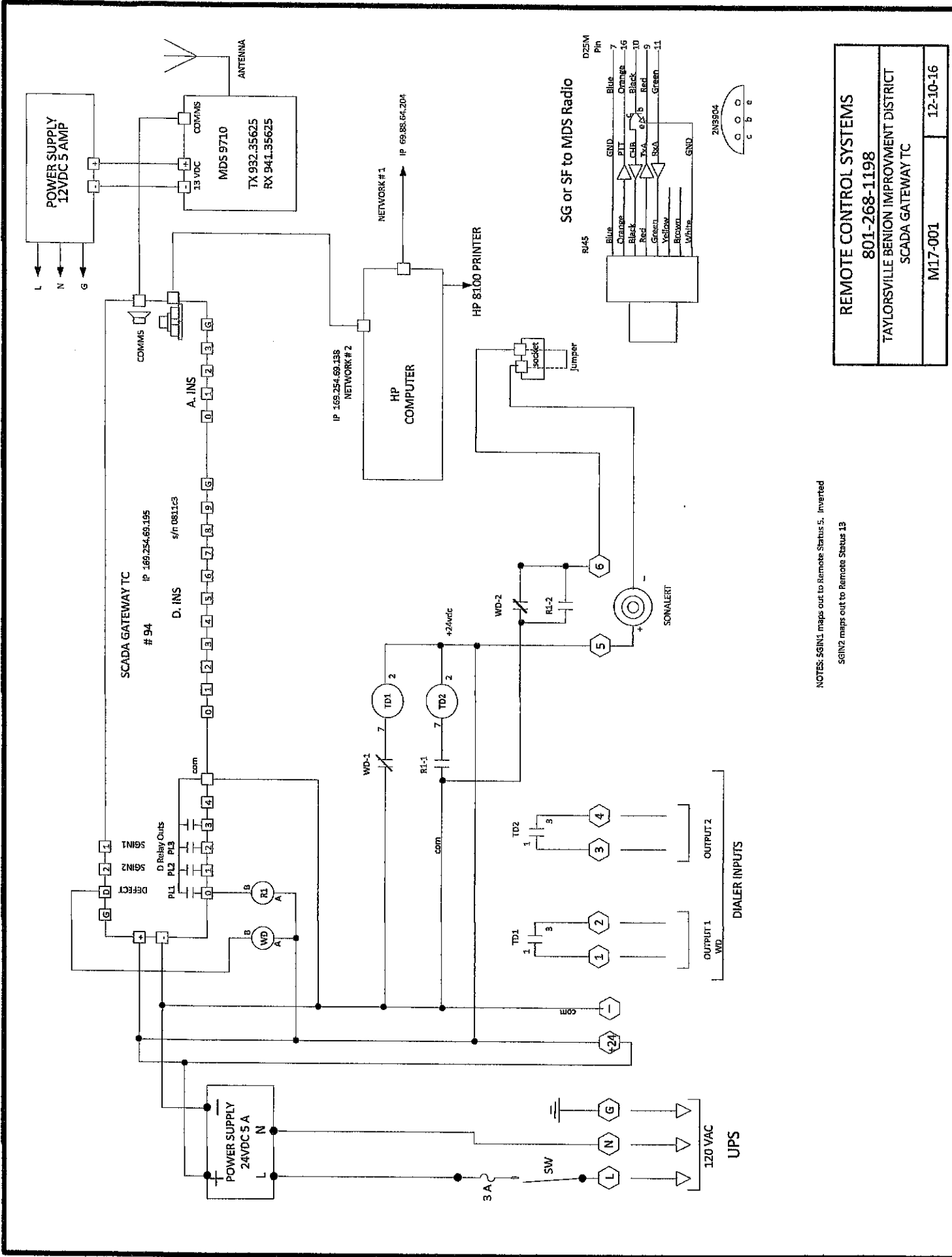


NOTE: TIMERS
 ADDED LATER



REMOTE CONTROL SYSTEMS
801-268-1198
TAYLORSVILLE BENION IMPROVEMENT DISTRICT
SCADA GATEWAY TC
M17-001
12-10-16

NOTES: SGIN1 maps out to Remote Status 5. Inverted
 SGIN2 maps out to Remote Status 13



NOTES: SGIN1 maps out to Remote Status 5, Inverted
 SGIN2 maps out to Remote Status 13

REMOTE CONTROL SYSTEMS	
801-268-1198	
TAYLORSVILLE BENIGN IMPROVMENT DISTRICT	
SCADA GATEWAY TC	
M17-001	12-10-16

EXHIBIT B - SCADA Alarms

Site No:	SITE	Drawing #	Alarms	Notes
	WELLS			
	53rd Well		Entry Alarm,	Wired to Millrace Treatment.
1	ATHERTON EAST	#1	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well,	
2	ATHERTON WEST	#1	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well,	
	BARKER EAST		Entry Alarm,	Wired to Barker Treatment.
3	BARKER WEST	#1	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well,	
4	FAIRWAY	#2 Fairway	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well, Siphon Float, Siphon Radar.	
5	HIGH ZONE EAST WELLS	#3 High Zone East	Entry Alarm, recirculatory LID, Tank Level, North tank, south tank	
6	HIGH ZONE WEST WELLS	#4 High Zone West	Entry Alarm, Reader lid, west tank.	Reader lid open for 3 min before alarm.
	Kearns Well		Entry Alarm,	Wired to Kearns Booster.
7	MEADOWBROOK	#1	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well,	
8	PIONEER	#5 VFD	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well, VFD fail. RTD Motor.	
9	RAWSON	#1	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well,	
10	SWENSON	#5 VFD	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well, VFD fail. RTD Motor.	Draw Down used for Low water Shut off.
11	TAYLORSVILLE EAST	#6 Tay East	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well, (CI2 Analyzer, Low Tablet, tank)	
12	TAYLORVILLE WEST	#1	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well,	
13	VALLEY	#5 VFD	Entry, Hatch, Flow, Draw Down, Temp, Power 120v, Power 480v, Call Fail, PSI Line, PSI Well, VFD fail. RTD Motor, Gen Entry. Low Fuel,	
	TREATMENT SITES			
14	BARKER	#7 Barker	Entry, HF Residual HI, HF pump fail, HF Broken Tank, HF High Tank, HF High Day tank, PH, Mains Fail, Temp Hi/Low, CI2 Residual High, CI2 Pump Fail, CI2 Bulk Tank High, Electrolyze Priority, Floor flood, Brin Tank High, Booster Pump Fail,	Wired to Barker Treatment.
15	MILLRACE	#8 Millrace	Entry, HF Residual HI, HF pump fail, HF Broken Tank, HF High Tank, HF High Day tank, PH, Mains Fail, Temp Hi/Low, CI2 Residual High, CI2 Pump Fail, CI2 Bulk Tank High, Electrolyze Priority, Floor flood, Brin Tank High, Booster Pump Fail,	Wired to Millrace Treatment.
16	PLYMOUTH VIEW	#9 Plymouth	Entry, HF Residual HI, HF pump fail, HF Broken Tank, HF High Tank, HF High Day tank, PH, Mains Fail, Temp Hi/Low, CI2 Residual High, CI2 Pump Fail, CI2 Bulk Tank High, Electrolyze Priority, Floor flood, Brin Tank High, Booster Pump Fail,	
	BOOSTER & TANK SITES			
17	KEARNS	#10 Kearns	Entry, Pumps 1,2,3 Call Fail, Hatch, Gen Door, Flow, PSI High Side, PSI Low Side, Power,	Wired to Kearns Booster.
18	LOW ZONE SO.	#11 LZS	Entry, Pumps 1,2,3,4,5 Call Fail, Hatch, Gen Door, Flow, PSI High Side, PSI Low Side, Power, Read Lid, Tank Level, Tank 1,2,3,4,5, Gen Door	Reader lid open for 3 min before alarm.
19	LOW ZONE NO.	#12 LZN	Entry, Pumps 1,2 Call Fail, Hatch, Gen Door, Flow, PSI High Side, PSI Low Side, Power, Read Lid, Tank Level, Tank 1,2,3,4	Reader lid open for 3 min before alarm.
20	MZ	#13 Middle Zone	Entry Hatch, PSI , Read Lid, Tank Level, Tank 1,2,3,4, North Drain Box Lid,	
	HZ		Entry Alarm,	Wired to High zone east well.
	SEWER			
21	Siphon Flow	#14 Siphon		Central valley site
	Siphon Site	#2 Fairway	Inlet level, Float. Hatch Alarm,	
22	39th	#15 39th LIFT	PLC Fail, High wet well, Hatch, 120 Power Fail, Low Flow, Mains Fail, AUX.POWER ON, Intrusion,	
23	BARINGTON	#16 Barrington	Pump 1 Fail, Pump 2 Fail, High Wet Well, Hi HI Wet Well, Gen Transfer on, Power Monitor, Entry, Low Fuel, Gen Run,	
	County			
24	Bennion Vault	#17 County	Entry Alarm, Flow, Power Fail, 20% Above set point, 60% Below set point	
25	Cougar	#18 Cougar	Entry Alarm, Flow, Power Fail, 20% Above set point, 60% Below set point	
26	West brook Vault	#17 County	Entry Alarm, Flow, Power Fail, 20% Above set point, 60% Below set point	
	Office			
27	Main PLC & Scada	#20 Office	Horn to up front office, Watch Dogs To Dialer	
	Repeater site			
28	Repeater			

EXHIBIT C - SCADA STATUS

Site No:

	SITE	Drawing #	Status	Notes
	WELLS		Trends on All	
	53rd Well			
1	ATHERTON EAST	#1	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
2	ATHERTON WEST	#1	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
	BARKER EAST			
3	BARKER WEST	#1	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
4	FAIRWAY	#2 Fairway	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW, Radar.	
5	HIGH ZONE EAST WELLS	#3 High Zone East	Reader Lid Open/ Closed	Reader lid open for 3 min before alarm.
6	HIGH ZONE WEST WELLS	#4 High Zone West		
	Kearns Well		Entry Alarm,	
7	MEADOWBROOK	#1	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
8	PIONEER	#5 VFD	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW, Flush Valve, VFD Fail, RTD Temp RPM motor.	
9	RAWSON	#1	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
10	SWENSON	#5 VFD	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
11	TAYLORSVILLE EAST	#6 Tay East	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,(Cl2 Pump on/off)	
12	TAYLORVILLE WEST	#1	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
13	VALLEY	#5 VFD	Well on/off, HOA, Flow, Line PSI, Well, PSI Temp, Draw Down, Volts, Amps, KW,	
	TREATMENT SITES			
14	BARKER	#7 Barker	HF Residual, HF pump On/Off, HF Bulk Tank Level, HF Day tank Level, PH, Temp Cl2 Residual, Cl2 Pump On/Off, Electrolyzer On/Off, Brin Tank Level, Booster Pump On/Off,	
15	MILLRACE	#8 Millrace	HF Residual, HF pump On/Off, HF Bulk Tank Level, HF Day tank Level, PH, Temp Cl2 Residual, Cl2 Pump On/Off, Electrolyzer On/Off, Brin Tank Level, Booster Pump On/Off,	
16	PLYMOUTH VIEW	#9 Plymouth	HF Residual, HF pump On/Off, HF Bulk Tank Level, HF Day tank Level, PH, Temp Cl2 Residual, Cl2 Pump On/Off, Electrolyzer On/Off, Brin Tank Level, Booster Pump On/Off,	
	BOOSTER & TANK SITES			
17	KEARNS	#10 Kearns	Pumps 1,2,3 Call, Hatch, Gen Door, Flow, PSI , MZ Tank level, High Zone Tank Level.	
18	LOW ZONE SO.	#11 LZS	Pumps 1,2,3,4,5 Call, Hatch, Gen Door, Flow, PSI , Low Zone North & South Tank level, MZ Tank level,	
19	LOW ZONE NO.	#12 LZN	Pumps 1,2, Call, Hatch, Flow, PSI , Low Zone North & South Tank level, MZ Tank level,	
20	MZ	#13 Middle Zone	MZ Tank level	
	HZ		High zone Tank level	
	SEWER			
21	Siphon Flow	#14 Siphon	Flow	
	Siphon Site	#2 Fairway	Inlet Level	
22	39th	#15 39th LIFT	Wet well, Flow.	
23	BARINGTON	#16 Barrington	Wet Well Level, Low Fuel, Gen run.	
	County			
24	Bennion Vault	#17 County	Flow, Valve open to, PSI, Called to open set point,	
25	Cougar	#18 Cougar	Flow, Valve open to, PSI, Called to open set point,	
26	West brook Vault	#17 County	Flow, Valve open to, PSI, Called to open set point,	
	Office			
27	Main PLC & Scada	#20 Office		
	Repeater site			
28	Repeater			



EXHIBIT D

GE Digital LLC
2700 Camino Ramon
San Ramon, CA 94583-9130
United States

Quote No: BMIQ-07212021-420880
Revision: 1
Quote Date: Jul 21, 2021
Quote Expiration: Aug 20, 2021

Primary Sales Person: Shaun Judd
Sales Support Person: Kris Milashus
Sales Support Email: kmilashus@graymattersystems.com
Sales Support Phone:

Quote Name: Taylorsville Bennion-New iFix/WS/DR Installation
Customer RFQ: Taylorsville Bennion-New iFix/WS/DR Installation

Bill To:
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT
PO Box 18579
1800 West 4700 South
Taylorsville, UT 84118
US
Contact: Ron Stock
CSN: TBD

Ship To:
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT
PO Box 18579
1800 West 4700 South
Taylorsville, UT 84118
US
Contact: Ron Stock
CSN: TBD

End User:
TAYLORSVILLE-BENNION IMPROVEMENT DISTRICT
PO Box 18579
1800 West 4700 South
Taylorsville, UT 84118
US
Contact: Ron Stock
CSN: TBD

Payment Terms: NET 30

Inco Terms:

Currency: USD

Line No.	Part No.	Description	Comments	Std Lead Time	Qty	Unit Sell Price	Ext. Sell Price
1	IF65PD001500EN	iFix v6.5 Plus Development 1500 Points English		0	1	\$9,270.00	\$9,270.00
2	HS90T0000100000	Historian v9.0 Essential 1000 Points Add On	Included	0	1	\$0.00	\$0.00
3	APN-PREM-PER-AUTO-BDL	Acceleration Plan Bundle - Premier Level for Automation Perpetual License	1-Year Support and Maintenance		1	\$1,483.20	\$1,483.20
4	DR-G0P253V0	Drivers IGS- Industrial Gateway Server for Basic Points 253 Additional IGS Protocols IOT Gateway plug in No Tags		0	1	\$1,185.00	\$1,185.00
5	APN-PREM-PER-AUTO-BDL	Acceleration Plan Bundle - Premier Level for Automation Perpetual License	1-Year Support and Maintenance		1	\$189.60	\$189.60
6	WS60I004SNEN	WebSpace v6.0 iFIX 4 Clients Stand Alone Server Independent Server English		0	1	\$6,368.00	\$6,368.00
7	APN-PREM-PER-AUTO-BDL	Acceleration Plan Bundle - Premier Level for Automation Perpetual License	1-Year Support and Maintenance		1	\$1,018.88	\$1,018.88

Remit Payment Only To:

US FEDWIRE or ACH (Domestic):
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



GE Digital LLC
2700 Camino Ramon
San Ramon, CA 94583-9130
United States

Line No.	Part No.	Description	Comments	Std Lead Time	Qty	Unit Sell Price	Ext. Sell Price
8	DE50GA00250	Dream Report for Proficy v5.0 GE 250 Additional Tags new orders 0 Additional CALs new orders	GE version	0	1	\$3,132.00	\$3,132.00
9	APN-PREM-PER-AUTO-BDL	Acceleration Plan Bundle - Premier Level for Automation Perpetual License	1-Year Support and Maintenance		1	\$501.12	\$501.12

Quote Total: \$23,147.80

Remit Payment Only To:

US FEDWIRE or ACH (Domestic):
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



GE Digital LLC
2700 Camino Ramon
San Ramon, CA 94583-9130
United States

Correspondence address to:

GE Digital LLC
2700 Camino Ramon
San Ramon, CA 94583-9130
Telephone: +1-800-433-2682 / +1-617-725-2696
gedigitalsalessupport@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.

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 GE Digital LLC ability to provide goods or services, GE Digital LLC will be excused from all performance related to this quote, order, or contract and GE Digital LLC 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.

Remit Payment Only To:

US FEDWIRE or ACH (Domestic):
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

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 of 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).

20.1. **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.

EXHIBIT E



Please make purchase order out to and remit payment to:

Gray Matter Systems LLC

5000 Robb Street Bldg 3A

Wheat Ridge, CO 80033

*Please reference quote number on your purchase order

Send purchase orders to:

kmilashus@graymattersystems.com

Quote Number	00008312	Prepared By	Kristina Milashus
Expiration Date	8/20/2021	Email	kmilashus@graymattersystems.com
Account Name	Taylorsville-Bennion Improvement District Utah		
Created Date	7/21/2021		
Bill To	1800 W 4700 S Taylorsville, Utah 84129 United States		
Contact Name	Ron Stock		
Opportunity Owner	Shaun Judd		

Line Item Description	Quantity	Sales Price	Total Price
WIN-911/Interactive Includes 2-way communication with all notifiers: SMS, Email, Voice, and 10 Smartphone Apps. Includes Announcer. Allows for remote acknowledgments, alarm requests, report requests. Includes Basic Escalation / Call Out List.	1.00	USD 3,300.00	USD 3,300.00
WIN-911/IPPBX Grandstream VoIP PBX for up to 2 analog voice lines. U.S. power adapter included. GRANDSTREAM IP PBX: UCM6202	1.00	USD 500.00	USD 500.00
One Student; Open Enrollment; GE HMI/SCADA iFix Fundamentals (154); 4 days in person or 5 days Virtual Learning; Dates: TBD	4.00	USD 2,495.00	USD 9,980.00
Dream Report Fundamentals Training Course- Taught by Ocean Data Systems- 3 Days- Date: TBD	1.00	USD 1,950.00	USD 1,950.00

Total Price	USD 15,730.00
Grand Total	USD 15,730.00

TERMS AND CONDITIONS:

GMS Quotes do NOT include TAXES or FREIGHT charges. These applicable costs must be added to the customer Purchase Order before the order will be processed.

Payment Terms: Net 30

F.O.B.: Destination

TERMS AND CONDITIONS

(Acceptance)

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other terms and conditions. No contrary, additional or revised provisions or conditions shall be binding on the Seller unless accepted by an Officer of Seller in writing. Should the terms and conditions contained herein differ in any way from the terms and conditions of the Purchaser's order, this acknowledgement shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein. The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only agreement between Seller and Purchaser; it being intended by both parties that this document sets forth the entire agreement between the parties hereto as to the purchase of goods and/or services. All orders shall only become legally binding upon acceptance by Seller's main office, located in Warrendale, PA.

(Pricing)

The prices contained in this Proposal and Statement of Work shall be valid for thirty (30) days from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices contained herein do not include any federal, state, county local or other taxes levied on proposed goods and/or services, their use or sale, or on this agreement by any jurisdiction either within or outside the United States. Such taxes, where seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to the Purchaser based on the governing law in effect at the time of delivery unless Purchaser furnishes Seller with a proper Tax Exemption Certificate. Purchaser shall reimburse Seller for any state, county, or local taxes imposed, assessed, billed or becoming due and payable with regard to any goods and/or services furnished on or after the date said goods and/or services are located on Purchaser's premises. The prices contained herein do not include freight charges. Seller shall prepay transportation charges and Purchaser agrees to reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All freight, transportation and shipping charges shall be stated separately from other charges.

All deliveries shall be F.O.B. Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a

(Delivery)

specific carrier. Any goods, which Purchaser obtains from Seller to replace goods damaged or lost in transit, will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement.

All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary shipping information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made unless specifically prohibited on Purchaser's purchase order. If this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an installation contract within the meaning of the applicable law. Seller does not return Purchaser's acknowledgements.

Any shipment date is an estimate. Under no circumstances shall seller have any liability whatsoever for loss of use, or for any direct, incidental, or consequential damages resulting from delay, regardless of the cause(s).

TERMS AND CONDITIONS

(Ownership of Creative Work)

Seller maintains and holds the exclusive copyright to any and all applications developed, transmitted and/or delivered as part of this agreement. Seller grants to Purchaser, a limited, non-exclusive license to use the application and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the application or related documentation, nor in or to any algorithms, concepts, designs or ideas requested by or incorporated in the application or related documentation. Purchaser agrees that it shall not, with exception for one (1) back up copy, reproduce, copy or distribute the application or related documentation for any purpose without Seller's written consent.

(Payment Terms)

Unless otherwise agreed to by Seller in writing, all payments are due thirty (30) days from receipt of invoice and due at Seller's main office in Sewickley, PA. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all goods and proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not received when due are subject to a one and one half percent (1.5%) finance charge per month on the unpaid balance. If the unpaid balance is collected by or through an attorney at law or other licensed entity, Purchaser agrees to pay Seller for all reasonable attorney's fees and/or collection costs.

All purchases shall be subject to the terms and conditions contained herein. If at any time Purchaser fails to submit timely payments, or Seller determines the financial condition of the Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be fully reimbursed for Seller's reasonable and proper cancellation charges. If an outstanding agreement for goods and/or services is terminated for any reason, all outstanding invoices will become due immediately

(Warranties, Limitations of Damages and Remedies)

Purchaser must look solely to all manufacturer warranties for specific information regarding warranties. Seller warrants all applications delivered to be free from defects in material and workmanship at the time of shipment and/or delivery to Purchaser's facility, and for a period of sixty (60) days from time of shipment and/or delivery to Purchaser's facility.

This warranty does not cover any goods and/or services which have been subject to misuse, accident, abuse, neglect, improper installation (installed by other than Seller), storage, and improper maintenance. Any alterations or repairs performed without express written consent of Seller will void the warranty.

Seller shall not be liable for any loss of use, or for any direct, incidental, or consequential damages due to goods and/or services provided. All implied warranties and specifically the implied warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

The terms of this warranty shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising from the supplying of goods and/or services, shall not in any case exceed the cost of the original purchase order.

Indemnification Purchaser shall indemnify and hold Seller, its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees, representatives and agents harmless from any liability or damage whatsoever, including any

court costs and attorney's fees arising from the use of any goods and/or services supplied by the Seller.

Disputes

At the sole discretion of Seller, Seller may require any controversy, dispute or claim, of whatever kind, arising out of or relating to this agreement be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this agreement shall be brought, maintained and administered in Allegheny County, PA.

Should Seller be successful, in part or in whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to fully recover its litigation or arbitration expenses, including attorney's fees.

TERMS AND CONDITIONS Applicable Law

This agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions of the laws of the Commonwealth of Pennsylvania.

Failure to Fully Compensate

Should Purchaser fail to fully compensate Seller for any goods and/or services provided, Seller shall be fully released from any obligations herein or otherwise.

Waiver

The waiver by Seller of any term, condition, or provision hereunder must be in writing and shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision on this order or future orders.

Authority of Sellers Agents

Non-Solicit and Non-Hire

No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this agreement unless the agent, employee, or representative of Seller is specifically included within this agreement and accepted in writing by an officer of Seller.

Purchaser and Seller agree, for a period of one (1) year after conclusion of purchase, that both parties shall not, without the prior written consent, directly or indirectly solicit, hire, entice, or encourage any person currently employed or who within six (6) months prior to the termination shall have been an employee or consultant of either party, to leave his or her employment or consulting position with the other party, or engage, or attempt or agree to engage, in any capacity, the services of any such person, or aid or assist anyone else to do so.

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