Software Support Contract for
Basic Software Service

between

CITY OF COLUMBIA, MO

and

KEMA, Inc. dba DNV GL Software

This Agreement is made by KEMA, Inc. dba DNV GL Software referred hereinafter as "DNV GL", and City of Columbia, MO referred to hereinafter as "CUSTOMER", , and is entered into on the date of the last signatory below (hereinafter "Effective Date"). CUSTOMER and DNV GL are each individually referred to herein as a "Party" and collectively as the "Parties."

DNV GL has licensed its proprietary Licensed Programs to CUSTOMER under a separate Software License Agreement. DNV GL makes available certain support services for the Licensed Programs. CUSTOMER desires to obtain those support services on the terms and conditions stated below and in the Support Policies and Service Level Agreement attached hereto as Schedule A and made a part of this agreement.

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

Responsibilities of the Parties

> While this Agreement is in effect, DNV GL shall provide Basic Software Service for the current and immediate prior release of the Licensed Programs to CUSTOMER Monday through Friday **05:00-17:00 Pacific time zone (08:00-20:00 Eastern time)**, consisting of the following*:

(1) Telephone support in which DNV GL provides general usage information and installation assistance, problem determination, isolation and verification

(2) Updates, revisions and defect corrections to the current release of the Licensed Programs licensed by CUSTOMER that are made generally available to the DNV GL CUSTOMER base. In the event a new release of the Licensed Programs is made generally available, with new or changed functionality, additional charges may apply and shall be covered by a separate agreement or an amendment to this Agreement.

(3) Correction of defects in the current and immediately prior release of the Licensed Program when, in DNV GL's judgment, the Licensed Program does not properly function as intended by DNV GL, absent the correction. However, no correction of any defect shall be made to any prior releases of a Licensed Program, if such defect has been eliminated in the current release.

*Please refer to DNV GL's Support Policies and Service Level Agreement attached hereto as Schedule A for specific details on response obligations and relief goals.

Support services do not include such services as correction of all defects, assistance in system design, creation of patches, consulting services, customizations, enhancements or other similar non-standard services. Such non-standard services may be available from DNV GL subject to DNV GL's then-current policies and prices. All right, title and

interest in and to any and all such enhancements or customizations or both shall at all times be and remain with DNV GL.

Support services also do not cover analysis of or recovery from changes made by the CUSTOMER to CASCADE, or; consolidated or remote databases that negatively impact the performance of Licensed Products or cause Licensed Products to not work properly.

DNV GL reserves the right to restrict the availability of support services for Licensed Programs that are two or more version releases prior to the current generally available release.

CUSTOMER shall assume complete responsibility for all data and maintain its own external procedure for reconstruction of lost or altered files, data or programs.

CUSTOMER shall have in place at all times, a valid license for the use of the Licensed Programs.

Termination

CUSTOMER may terminate this Agreement without cause by providing thirty (30) days prior written notice to DNV GL.

Either Party may terminate this Agreement at any time if the other Party is in default of its material obligations under this Agreement and such default remains unremedied for a period of thirty (30) days from the date the defaulting party receives notice of the default from the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the Parties are entitled. Events of default shall include, but not be limited to, either Party's failure to perform any material covenant or condition stated in this Agreement or ceasing operations.

Termination of this Agreement shall not result in termination of the License Agreement.

Independent Contractor

DNV GL is an independent contractor and is not an employee, agent of or representative of CUSTOMER while performing this Agreement.

Term

This Agreement shall automatically renew annually on the anniversary date. DNV GL shall invoice CUSTOMER annually. To continue receiving support, CUSTOMER shall pay the full renewal invoice amount within thirty (30) days of the anniversary date.

Governing Law and Venue

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

Complete Agreement

This document represents the entire Support Agreement between DNV GL and the CUSTOMER and supersedes and cancels any and all prior agreements or proposals, written or oral, between the Parties concerning the support services covered by this

Agreement. No amendment, addenda, alteration or modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

Disclaimer of Warranty

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DNV GL EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SERVICES TO BE RENDERED HEREUNDER OR THE SOFTWARE OR ANY CHANGES, UPDATES, REVISIONS AND ADDITIONS PROVIDED THERETO, WHETHER EXPRESS OR IMPLIED.

Limitation of Liability

In no event shall either party be liable to the other for any indirect, consequential, exemplary, special, or incidental damages including, without limitation, lost profits or revenues even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages. No employee of either Party shall have individual liability to the other Party. To the extent permitted by law and notwithstanding anything contained in this Agreement to the contrary, the total cumulative liability of either Party, their officers, directors, shareholders, employees and subcontractors for any and all claims arising from this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution shall not exceed the compensation received by DNV GL under this agreement. Either Party's maximum cumulative liability under this Agreement shall not exceed $300,000

No Viruses or Malicious Code

DNV GL represents and warrants that any DNV GL Software provided by DNV GL to CUSTOMER under this Agreement shall contain no viruses, malicious code or other software mechanisms, techniques or devices designed to disrupt, disable or stop its System or processing of data or other performance in accordance with the applicable specifications.

Compliance with Laws

DNV GL warrants that the services rendered under this Agreement shall comply with all applicable federal, provincial, state and local laws, regulations, codes and ordinances. DNV GL further warrants that the services rendered under this Agreement shall comply with the NERC-CIP Standards that are in effect as of the date of service.

No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

General Laws

DNV GL shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

Compliance with NERC-CIP Standards

DNV GL, its agents, employees, and subcontractors shall comply with NERC-CIP standards version 5, or as later amended, related to the protection of information and personnel compliance.

No Third-Party Beneficiary

No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Agreement.

HOLD HARMLESS AGREEMENT

To the fullest extent not prohibited by law, DNV GL shall indemnify and hold harmless the CUSTOMER, its directors, officers, agents, and employees from and against all third party claims, damages, losses, and expenses (including but not limited to reasonable attorney's fees) on account of damage to tangible property, bodily injury or death or personal injury of any person(s) arising from any negligent acts or willful omissions, of DNV GL, of any subcontractor (in a contract with DNV GL of the services), of anyone directly employed by DNV GL or by any subcontractor, or of anyone for whose acts DNV GL or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require DNV GL to indemnify, hold harmless, or defend CUSTOMER from its own negligence.

Employment of Unauthorized Aliens

DNV GL shall comply with Missouri Revised Statute Section 285.530 in that DNV GL shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract DNV GL shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. DNV GL shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. DNV GL shall require each subcontractor to affirmatively state in its contract with DNV GL that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. DNV GL shall also require each subcontractor to provide DNV GL with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

Data Ownership and Security

DNV GL and its software shall comply with the requirements of this Section. DNV GL shall require its subcontractor or third party software providers to at all times comply with the requirements of this section. DNV GL covenants that any data from the CUSTOMER or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such City Data and any information derived therefrom shall be confidential and proprietary information belonging to the CUSTOMER. DNV GL covenants that DNV GL, its subsidiaries or subcontractors shall not sell or give away any such City Data or information derived therefrom. City Data shall be used only as necessary for DNV GL to provide CUSTOMER with the services set forth in this Agreement and for no other use. DNV GL shall:

(i)   not reproduce or copy or display City Data except as expressly permitted herein;

(ii)   not disclose or make City Data or any information derived therefrom available to any third party; and,

(iii)   protect the City Data from unauthorized use of or disclosure. DNV GL shall take appropriate action by instruction or agreement with DNV GL's personnel who are permitted access to City Data to fulfill its obligations hereunder. When DNV GL ceases use of any City Data, or if DNV GL fails to meet its obligations under this Section with regard to any CUSTOMER Data, DNV GL agrees that it shall immediately return or destroy such City Data and all portions or copies thereof as directed by CUSTOMER provided that if DNV GL's computer system automatically backs up City Data disclosed pursuant to this Agreement making specific deletion thereof impractical, DNV GL shall maintain the confidentiality of such back-up copies (if any) until such back-up copies are destroyed in the ordinary course of business and, if requested by CUSTOMER, shall certify in writing as to the return or destruction of the City Data.

DNV GL shall maintain the security of City Data that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

Binding Subcontractors and Subsidiaries to Data Security Standards.

DNV GL shall include similar Data Security Standards provisions in DNV GL's agreements with subcontractors, subsidiaries, and agents who perform work or services related to these Software Products and services and /or the City's Data contained therein or in the cloud storage.

Nature of CUSTOMER'S Obligations

All obligations of the CUSTOMER under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

Insurance

DNV GL shall maintain, on a primary basis and at its sole expense, at all times during the life of the Support Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as CUSTOMER'S review or acceptance of insurance maintained by DNV GL is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by DNV GL under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a.   Workers' Compensation & Employers Liability. DNV GL shall maintain Workers' Compensation in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage. Missouri's Employers Liability with has the following limits: $500,000 for each accident, $500,000 for each disease for each employee, and $500,000 disease policy limit.

b.   Commercial General Liability. DNV GL shall maintain Commercial General Liability at a limit of not less than $1,000,000 Each Occurrence, $1,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c.   Business Auto Liability. DNV GL shall maintain Business Automobile Liability at a limit not less than $2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event DNV GL does not own automobiles, DNV GL agrees to maintain coverage for Hired & Non-Owned Auto

Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d.   DNV GL may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. DNV GL agrees to endorse CUSTOMER as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e.   The CUSTOMER, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between DNV GL and CUSTOMER. DNV GL is required to maintain coverages as stated and required to notify CUSTOMER of a Carrier Change or cancellation within ten (10) business days. CUSTOMER reserves the right to request review of a certificate of insurance complying with the policy requirements set forth herein.

f.   The Parties hereto understand and agree that CUSTOMER is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the CUSTOMER, or its elected officials or employees.

g.   Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event DNV GL fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CUSTOMER shall have the right to cancel and terminate this Agreement without notice.

h.   The insurance required by the provisions of this article is required in the public interest and CUSTOMER does not assume any liability for acts of the DNV GL or their employees or their subcontractors in the performance of this Agreement.

<u>Contract Documents.</u>

The Contract Documents include this Agreement and the following agreements, attachments or exhibits which are incorporated herein by reference:

Software License Agreement
Schedule A of the Software License Agreement
Schedule B of the Software License Agreement ("Statement of Work")
Software Support Contract for Basic Software Service

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

_____
John Blattel, Director of Finance

KEMA, Inc. dba DNV GL Software   **Attest**

BY _____   BY _____

TITLE _DIRECTOR OF OPERATIONS_   TITLE _Notary public_

DATE _12/18/15_

OFFICIAL STAMP
KARA LYNN DOKOS
NOTARY PUBLIC-OREGON
COMMISSION NO. 941621
MY COMMISSION EXPIRES AUGUST 11, 2019

<center>SCHEDULE A</center>

DNV GL Support Policies and Service Level Agreement

KEMA, Inc. dba DNV GL Software ("DNV GL") provides standard support services to customers using our North American support team during local business hours of 05:00-17:00 Pacific Standard Time (08:00-20:00 Eastern Standard Time). Our level of support and standard operating procedures are outlined below. Support services are provided on a one-year, renewable basis unless otherwise set forth on the applicable DNV GL quotation.

Support Services:
DNV GL Technical Support is intended to help make DNV GL customers successful by assisting with troubleshooting and helping to resolve specific issues resulting from use of DNV GL products on supported platforms. The DNV GL Technical Support team and its customers are partners in the troubleshooting and resolution of issues. Customers may be required to perform reasonable troubleshooting tasks as recommended by DNV GL's support staff. Training, implementation services, integration, data conversion, and advanced reporting may be purchased separately as part of our Consulting Services offerings.

Standard Support Service Level:
During the support term purchased, support includes:

- Product updates and upgrades
- Email, Phone and User Portal support for installation and general use questions
- Access to DNV GL's annual user conference at no charge
- Create, update and manage your support requests online
  - Access the online User Portal
  - Access Support and Services Technical Documents
- Use of DNV GL's dedicated toll-free number
- Relief Goals (as defined further below)

Standard Support	Response Times	Relief Goals
During Standard Business Hours	4 Hours	120 Hour Resolution
Outside Standard Business Hours	12 Hours	120 Hour Resolution
Weekend Hours	48 Hours	120 Hour Resolution

Responsibilities of the Parties:
CUSTOMER agrees that it has responsibility for all data and will maintain an external procedure for reconstruction of lost or altered files, data or programs. In addition, CUSTOMER agrees to notify DNV GL promptly upon the discovery of any defect or nonconformity in the Software.

CUSTOMER will be required to provide:
- a connection to the server with remote control software so DNV GL can access the server remotely, and
- a knowledgeable server support person to work with.

Response Obligations:
The following table outlines the response obligations of DNV GL to problems encountered by CUSTOMER in the use of the Software:

Priority	Description	Response Time	Example(s)
Severe	A catastrophic system failure which prevents system operation and stops the user from working completely.	Requires a 2 business hour response. This response must be a phone call to the CUSTOMER technical support designee.	□ Database server fails to start (database, not operating system). □ No clients can connect to database (assumes no changes have been made to CUSTOMER'S network or to the

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				underlying database).
Moderate	A service/problem affecting transactions or impacting the flow of work or information required by corporate systems with no processing alternatives but does not stop them from working completely.	Requires 4 business-hour response. This response can be a receipt acknowledgment, which is then followed up with a phone call within the allotted time.	☐	Multiple locations/clients cannot connect to database server (assumes no changes have been made to CUSTOMER'S network.)
			☐	System Administrator cannot logon.
Slight	A service/problem determined by the Customer to be low priority.	Requires 24-hour response. This response can be a receipt acknowledgment, which is then followed up with a phone call within the allotted time.	☐	System administrator cannot extract a remote database.
			☐	Remote user is unable to replicate (assumes no changes have been made to system setup).

Response Times: To qualify for the above response times, customers are required to cooperate with the DNV GL Technical Support team in providing reproducible results for errors reported. DNV GL's ability to provide support will depend, in some cases, on the ability of the customer to provide accurate and detailed information and to aid in handling a support request or error report.

Relief Goals: Relief Goals describe the target time period for DNV GL to provide a temporary resolution of an issue. DNV GL reserves the right to require that a customer to upgrade to the current version in order to resolve a known problem or technical issue. DNV GL will make best efforts to provide at least temporary work around solutions in the timeframes outlined. Final resolution for issues is dependent on our ability to reproduce defects, timely communication from the customer and the complexity of the issue once discovered. Customers who are not satisfied with responses or response times can at any time request escalation of their issue to the Support Manager.

Exclusive Remedy:

As CUSTOMER'S exclusive remedy for any defect or nonconformity in the Software for which DNV GL is responsible, DNV GL shall provide its reasonable effort to correct or cure such defect or nonconformity in accordance with its obligations as set out in the Software Support Contract. DNV GL shall not be obligated to correct, cure or otherwise remedy any defect or nonconformity in the Software to the extent the defect or nonconformity is the result of the Software being misused, modified or damaged.. Any costs incurred by DNV GL in responding to defects or nonconformities in the Software that are the result of the Software being misused, modified or damaged, including the costs associated with visiting CUSTOMER's site in such instances, shall be borne by CUSTOMER. All other costs in response to defects or nonconformities pursuant to the obligations as set out in the Software Support Contract shall be borne by DNV GL.

QUOTE

DNV·GL

Date	November 26, 2014
Salesperson	Jim Weik
Expiration Date	**January 31, 2015**

Corvallis Office
804A NW Buchanan Ave. Corvallis, OR 97330
P: (541) 752-7233 x1 | sales@diginsp.com

To City of Columbia, Missouri
105 E. Ash
Columbia, MO 65205

ITEM	DESCRIPTION	UNIT PRICE	QTY	LINE TOTAL
	Licenses			
1	Cascade BaseStation Server License - Oracle/MS SQL	55,000.00	1	55,000.00
	1 Consolidated Database			
	35 Equipment Locations			
	1 Concurrent User			
	1 Data Visualization License			
2	Cascade Additional Concurrent User Licenses	3,500.00	3	10,500.00
	(for a total of 4 Concurrent Users)			
3	Cascade FieldUnit Licenses	3,750.00	3	11,250.00
4	Cascade Interface Modules			
	DTA (Doble Test Assistant) Interface Module	5,000.00	1	5,000.00
	Infrared Camera Interface Module (FLIR)	5,000.00	1	5,000.00
	LICENSES SUBTOTAL			**86,750.00**
	Services			
5	Configuration Consulting, Installation Assistance & Training Services			
	Pre-Installation Workshop (Implementation Planning): Daily Rate	225.00	16	3,600.00
	Configuration Consulting: Daily Rate	225.00	120	27,000.00
	Installation Assistance: Daily Rate	225.00	16	3,600.00
	Training: On-Site Daily Rate	225.00	40	9,000.00
	Project Management: Daily Rate	225.00	80	18,000.00
6	Travel Expenses (Estimated, per person, per trip)	2,500.00	4	10,000.00
7	Third Party Licenses			
	Database Server Client Licenses - Synchronizing			
	Cascade BaseStation and Remote BaseStations	150.00	1	150.00
	FieldUnit Licenses	150.00	3	450.00
8	Data Conversion of Existing Database/Data Import Services			
	Data Conversion/Data Import: Hourly Rate	225.00	120	27,000.00
9	Software Support Contract - Yearly	15%	1	13,012.50
	SERVICES SUBTOTAL			**111,812.50**
			TOTAL	**$198,562.50**

Quotation prepared by: **Alexandria Kloewer, Sales Administrator; akloewer@diginsp.com, 541-752-7233 ext. 76157.** This is a quotation on the goods and/or services named, subject to the conditions noted below. To accept this quotation, please send a purchase order to akloewer@diginsp.com.

Notes To Quotation

Items 1-4. Cascade System License(s)
Perpetual, non-transferable Cascade license(s).

Hardware/Software Requirements
Client installations of Cascade, CARE, and LOAD must meet the following hardware/software requirements:
Windows XP, Vista, or 7 with the latest service pack, 2Ghz Intel processor or equivalent, 4GB RAM, and 1024x768 resolution video. For additional details on client and server requirements, please refer to the most recent hardware software requirements documentation, available on request.

Item 6. Travel Expenses (Estimated)
Expenses for airfare, lodging, and rental car are billed separately at cost. Meals are billed on per diem basis of $50 per day.

Item 7. Third Party Licenses
This is the charge for the synchronizing and non-synchronizing database client licenses required for the Cascade BaseStation, Concurrent User, and FieldUnit licenses for Sybase conslidated database.
For Oracle/SQL server customers, this is the charge for the synchronized client licenses required for any remote licenses.

Item 9. Yearly Software Support Contract
The charge for yearly Software Support Contracts is based on a percentage price (currently 15%) of the most recently effective system license fees. Software Support Contracts provide for unlimited, no charge, 800 number contacts, for the year they are in effect. In addition, Software Support Contracts provide no charge software upgrades each time a new version customer service support, to a designated number of customer personnel, via e-mail or of the software is released.
Customers not on Software Support Contracts may opt for customer service system support charged against an open Purchase Order on an hourly basis. Customers opting for hourly system support are not eligible for no charge software upgrades and may not be covered for software patches and fixes to the system after the warranty has expired.
(The software support contract does not cover the upgrade cost for the third party licenses, if required for the upgrade.)

The software, services and support under this quote shall be governed by KEMA's standard Software License Agreement, Professional Services Agreement, and Software Support Contract.

Technical support is not provided for databases and applications running outside the Windows environment.