

**SOFTWARE LICENSE AGREEMENT**  
**Between the City of Columbia, Missouri**  
**And**  
**KEMA, Incorporated**

This License Agreement ("Agreement") is made by and between KEMA Inc. Dba DNV GL Software with a place of business at 67 South Bedford Street, Suite 201E, Burlington, MA 01803, ("DNV GL") and the City of Columbia, Missouri, with a place of business at 701 East Broadway, Columbia, Missouri, 65201 ("Licensee") and is entered into on the date of the last signatory below (hereinafter "Effective Date"). Licensee and DNV GL are each individually referred to herein as a "Party" and collectively as the "Parties."

Whereas, DNV GL has developed and desires to license the use of certain Licensed Programs as defined herein and described in Schedule A attached hereto, and;

Whereas, Licensee desires to have DNV GL grant to Licensee a license to use the Licensed Programs in accordance with the terms and conditions contained herein;

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

1. DEFINITIONS - As used herein the following terms have the following meanings:

1.1 "Consolidated Data Base" means the single, consolidated data base accessed by the Licensed Programs.

1.2 "Date of Installation" means the day DNV GL copies the Licensed Programs to the Licensee's computer equipment.

1.3 "Documentation" means any information which is provided by DNV GL in writing or fixed in other tangible form, including, but not limited to, manuals, logic diagrams, schematics, flow charts and drawings.

1.4 "Licensed Programs" means DNV GL's proprietary computer programs in object code form, and any related materials provided by DNV GL hereunder, including, but not limited to, Documentation and any subsequent revisions, improvements, updates or new releases to such computer programs and materials which DNV GL may provide.

1.5 "Proprietary Information" means Documentation, Licensed Programs, data and such other information or portions thereof as are provided by DNV GL and which are proprietary and/or confidential to DNV GL.

1.6 "Schedule A" means the form provided by DNV GL identifying the Licensed

Programs ordered by Licensee, containing applicable license fees, charges, payment terms, System identification, and any supplemental terms and conditions.

1.7 "Schedule B" means the Statement of Work identifying services from both Parties in transitioning into the new software.

1.8 "Shipment" means the transfer, f.o.b. destination, of Licensed Programs by DNV GL either to a common carrier, the U.S. postal service, or to Licensee.

1.9 "System" means a configuration of products including one, and only one, processing unit (which may include multiple processors integrated as a unit in a single item of equipment), which DNV GL will designate with a System number.

2. **ORDERS FOR PRODUCTS** - Licensee acknowledges and agrees that, unless expressly agreed to in writing by DNV GL, no additional or different terms and conditions appearing on the face or reverse of any Licensee purchase order shall be binding upon DNV GL. Acknowledgment or acceptance by DNV GL of a Licensee purchase order shall not constitute acceptance of any such additional or different terms and conditions.

3. **LICENSE FEES AND TAXES** - The license fees stated herein and in Schedule A hereto are exclusive of any sales, license and use taxes and all other taxes, however designated, levied against the sale, licensing shipment or use of the Licensed Programs or upon this Agreement. Any taxes shall be in addition to the prices and license fees listed and, if required to be collected or paid by DNV GL, shall be paid or reimbursed by Licensee to DNV GL, except for taxes based on DNV GL's net income. Licensee shall provide DNV GL with all of Licensee's local, state and federal tax exemption identification numbers.

4. **RISK OF LOSS/ACCEPTANCE** - Risk of loss for all Licensed Programs shall pass to Licensee upon receipt. All Licensed Programs shall be deemed accepted by Licensee no later than the Date of Installation.

5. **PAYMENT** - Payment for Licensed Programs shall be due and payable in accordance with the payment terms contained in Schedule A.

6. **CANCELLATION OF ORDERS** - DNV GL shall have the right without obligation or liability to Licensee to cancel an accepted order prior to Shipment if, in DNV GL's judgment, changes in Licensee's financial condition or other circumstances warrant cancellation. Should DNV GL cancel the order, DNV GL shall refund any amounts paid by City to DNV GL for that order.

7. **TRANSITION** –

7.1 *Project Planning.* Unless otherwise specified, DNV GL will provide project planning services consistent with the Statement of Work attached hereto as Schedule B and made a part of this agreement.

7.2 *Pre-Installation Workshop.* Unless otherwise specified, DNV GL will conduct a pre-installation workshop in-person, at a site chosen by Licensee, and consistent with the Statement of Work attached hereto as Schedule B.

7.3 *Installation.* Unless otherwise specified, DNV GL will, subject to applicable installation charges, costs and policies, install Licensed Programs via Internet connection, at a Licensee site within the United States during DNV GL's regular business hours. Licensee shall be responsible for preparing the installation site in accordance with any DNV GL site preparation instructions. DNV GL will provide installation services consistent with the Statement of Work attached hereto as Schedule B.

7.4 *Conversion.* Unless otherwise specified, Licensee and DNV GL will provide conversion and transfer of data services consistent with the Statement of Work attached hereto as Schedule B.

7.5 *Training.* Unless otherwise specified, DNV GL will provide training services consistent with the Statement of Work attached hereto as Schedule B.

7.6 *Configuration.* Unless otherwise specified, DNV GL will provide configuration services consistent with the Statement of Work attached hereto as Schedule B.

## 8. SOFTWARE LICENSE –

8.1 Each Licensed Program is furnished to Licensee under a non-exclusive, non-transferable license solely for Licensee's own internal use on one Consolidated Data Base on Licensee's System.

8.2 Each Licensed Program may be copied, in whole or in part (with the inclusion of DNV GL's copyright and proprietary notices on the Licensed Program), only as necessary for use on the System and archival and backup purposes. Licensed Programs shall not be reverse compiled, disassembled or otherwise reverse engineered.

8.3 The provision by DNV GL of any revisions, improvements, updates, or new releases to the Licensed Programs or the provision of maintenance services shall be covered under separate agreement, except that the use of any revisions, improvements, updates, or new releases received by Licensee shall be governed by the terms and conditions contained in this Agreement.

8.4 The term of each Licensed Program license shall begin upon the Date of Installation of the Licensed Program and shall end upon the termination of the license as provided herein. The provisions of Sections 10.3, 11 and 15.15 of this Agreement shall survive the termination of the license for such Licensed Program. Upon termination of a license, Licensee shall, at DNV GL's direction, either immediately return or destroy the Licensed Program and all portions and copies thereof. If requested by DNV GL, Licensee shall

certify in writing as to the return or destruction of the Licensed Programs and all copies thereof.

8.4.1 Each license shall terminate automatically if: (i) Licensee sells, disposes of or otherwise ceases to possess the System or the Consolidated Data Base to which the Licensed Program is licensed; (ii) Licensee transfers the Licensed Program to another System except as permitted in this Agreement; (iii) Licensee provides or attempts to provide the Licensed Program to a third party; or, (iv) Licensee otherwise violates the terms of this Agreement.

8.4.2 Licensee may terminate a license upon ten (10) days prior written notice to DNV GL. Licensee shall not be entitled to a refund or a credit for any license fees or other charges paid or accrued prior to the effective date of such termination.

8.4.3 DNV GL shall have the right to terminate Licensee's license if Licensee fails to pay any and all required license fees or otherwise fails to comply with the provisions of this Agreement.

8.5 Title to, ownership of, and all applicable rights in patents, copyrights, trademarks and trade secrets in, each Licensed Program, any copy or part thereof, or any other computer software programs or materials developed during the performance of any maintenance service or otherwise provided by DNV GL shall not transfer to Licensee and shall remain in DNV GL. Each Licensed Program provided hereunder is proprietary to DNV GL, and Licensee agrees to be bound by and observe the proprietary nature thereof as provided in this Agreement. Licensee shall not provide, or otherwise make available, any Licensed Program or any part or copies thereof to any third party.

8.6 Licensee will, upon DNV GL's request, provide DNV GL reasonable access and opportunity to perform such tests as DNV GL shall deem necessary to monitor Licensee's compliance with these software license provisions.

## 9. LIMITED WARRANTY –

9.1 DNV GL warrants that upon Installation each Licensed Program will be the most recent released version of such Licensed Program and if properly used on Licensee's System, will substantially conform for sixty (60) days to applicable DNV GL published specifications as may then be in effect for such Licensed Program. DNV GL shall use reasonable efforts to remedy any material failure to so conform to such specifications, which may include the replacement of the Licensed Program with another copy.

9.2 DNV GL does not warrant that the operation of any Licensed Program will be uninterrupted or error free, or that all errors will be remedied. In the event of a failure or interruption in performance or both, DNV GL will make reasonable efforts to remedy such errors.

9.3 DNV GL shall have no responsibility for, and shall not be liable in contract, tort or otherwise for software acquired by Licensee from parties other than DNV GL for use with the Licensed Programs, including, but not limited to, the installation, operation, use, quality, performance or support of such software.

9.4 DNV GL warrants that its services in assisting Licensee in transitioning software will meet the Expectations and Acceptance Criteria expressly stated in the Statement of Work attached hereto as Schedule B and made a part of this agreement.

9.5 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DNV GL EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, LEGAL OR EQUITABLE. DNV GL MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR INDEMNITIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, RESPECTING THIS AGREEMENT OR THE LICENSED PROGRAMS OR MAINTENANCE SERVICES, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED.

## 10. INFRINGEMENT PROTECTION -

10.1 To DNV GL's knowledge and belief the Licensed Programs do not infringe, by design or construction, any patent or copyright of the United States. Licensee shall promptly notify DNV GL any time Licensee becomes aware of or has reason to believe that an infringement has occurred. In the event the Licensed Programs are held to infringe or DNV GL has a basis to believe that they could be held to infringe, DNV GL may at its option, any time it is concerned about the possibility of such an infringement, (i) replace or modify the Licensed Program so that infringement will not exist, (ii) obtain for Licensee the right to continue using the Licensed Program, or (iii) remove the Licensed Program and refund to the Licensee a portion of the license fee as amortized by an equal annual amount over five (5) years.

10.2 DNV GL shall have no liability to Licensee if any infringement or claim thereof is based upon: (i) the combination of any Licensed Program with equipment, devices, or software not supplied by DNV GL; (ii) any modification or alteration of a Licensed Program either by DNV GL with Licensee's specific, written instructions, or by a party other than DNV GL; or, (iii) the use of any Licensed Program in a manner for which the Licensed Program was not intended by DNV GL.

10.3 To the extent allowed by law, Licensee shall indemnify and hold harmless DNV GL from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against DNV GL which alleges that the modification or alteration of a Licensed Program by DNV GL with Licensee's specific, written instructions, or by a party other than DNV GL, or the combination of a Licensed Program with any equipment, device, or software not supplied by DNV GL hereunder, or the use of a Licensed Program in a manner for which the Licensed Program was not intended by DNV GL, constitutes such an infringement because of such modification, alteration, combination or use. In no event shall

the language of this Agreement constitute or be construed as a waiver or limitation of Licensee's rights or defenses with regard to its applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

11. **PROTECTION OF PROPRIETARY INFORMATION** - Proprietary Information supplied by DNV GL hereunder is furnished solely for Licensee's use and assistance in the installation and operation of the Licensed Programs. Licensee agrees: (i) not to reproduce or copy Proprietary Information except as expressly permitted herein; (ii) not to disclose or make Proprietary Information available to any third party; and, (iii) to protect the Proprietary Information from unauthorized use or disclosure. Licensee shall take appropriate action by instruction or agreement with Licensee's personnel who are permitted access to Proprietary Information to fulfill its obligations hereunder. When Licensee ceases use of any Proprietary Information, or if Licensee fails to meet its obligations under this Section 11 with regard to any Proprietary Information, Licensee agrees that it shall immediately return or destroy such Proprietary Information and all portions or copies thereof as directed by DNV GL and, if requested by DNV GL, shall certify in writing as to the return or destruction of the Proprietary Information.

12. **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.

13. **EXPORT** - Licensee acknowledges that Licensed Programs are, or may be, subject to export and import control. Licensee agrees that no Licensed Program will be exported (or re-exported or resold in a country of installation), directly or indirectly, separately or as part of a system, without Licensee, at its own cost, first complying with all applicable laws and regulations of, and obtaining all licenses from, the United States Department of Commerce and any other appropriate agency of the United States Government having jurisdiction over the export or import of the Licensed Programs.

14. **FORCE MAJEURE** - DNV GL shall neither be deemed in default of any obligation hereunder nor be liable for any delay or failure in performance which results directly or indirectly from Acts of God, acts of civil or military authorities, civil disturbance, war, strikes, fires or other causes beyond DNV GL's reasonable control. The time for performance by DNV GL of its obligations hereunder automatically will be extended for a period equal to the duration of any such delay. In the event of any such delay, Licensee shall not be

entitled to refuse Shipment or otherwise be relieved of any of its obligations hereunder.

## 15. GENERAL –

15.1 Licensee may not delegate any of its obligations or assign any of its rights or remedies hereunder. Any such attempted delegation or assignment shall be null and void.

15.2 The waiver by either party of, or failure of either party to exercise in any respect, any right provided herein shall not be deemed a waiver of such right in the future or of any other right hereunder.

15.3 The terms and conditions of this Agreement and any other schedules, addenda or other documents expressly made part of or incorporated into this Agreement, constitute the complete and exclusive statement of the agreement between the Parties with respect to the licensing of Licensed Programs and supersedes and merges all prior and contemporaneous proposals, representations, statements understandings or agreements, written or oral, express or implied. Licensee acknowledges that it did not enter into this Agreement in reliance upon any representation by DNV GL or understanding by Licensee that is not set forth herein. This Agreement may be amended only by a written instrument specifically executed by the Parties for that purpose.

15.4 Should any provision or section of this Agreement be void, unenforceable for any reason or unlawful, then that provision or section shall be deemed severable from this Agreement and shall not affect the enforceability or validity of any of the remaining provisions or sections of the Agreement or the Agreement as a whole.

15.5 Notices under this Agreement shall be given by prepaid first class mail addressed to the Party to receive such notice at the respective address above written.

15.6 The Software is provided to non-DOD agencies of the Federal Government with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, reproduction, or disclosure by the Government is subject to the restrictions and notice requirement as set forth in subparagraphs (a) through (c) of the Commercial Computer Software License clause at FAR 52.227-19. When Software is provided to DOD agencies, the Government's rights in software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202. Manufacturer is Digital Inspections, a division of KEMA, Inc., 67 South Bedford Street, Burlington, MA 01803

15.7 Termination of the Support Agreement shall not result in termination of the License Agreement.

15.8 *Governing Law and Venue.* This Software Licensing 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 Support 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.

15.9 *No Viruses or Malicious Code.* DNV GL represents and warrants that any DNV GL Software provided by DNV GL to Licensee 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.

15.10 *Compliance with Laws.* DNV GL shall comply with all applicable federal, provincial, state and local laws, regulations, codes and ordinances.

15.11 *Ongoing Support and Maintenance.* Provided Licensee maintains a continuous Support Agreement with DNV GL and complies with the terms and conditions herein, including payment for ongoing support services, DNV GL shall provide maintenance and support services of the DI Software licensed herein for a period limited to ten (10) years from Final Acceptance as long as the Software Support Agreement is valid.

15.12 *Successor Software.* As long as Licensee maintains a continuous Support Agreement with DNV GL and (i) in the event a DNV GL Software is no longer supported, and (ii) DNV GL makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the DNV GL Software within ten (10) years from Final Acceptance, then Licensee, at its sole discretion, may transfer the DNV GL Software to the Successor Products, for no additional license fees. In the event Licensee elects to transfer the DNV GL Software to the Successor Products, Licensee shall return to DNV GL the DNV GL Software and pay the then-current support fees for the Successor Products, fees for services, and fees for third party hardware and software associated with the transfer to the Successor Products at DNV GL's then current rate(s). There shall be no additional fees for the purchase of the licenses to the Successor Products.

15.13 *No Waiver of Immunities.* In no event shall the language of this License 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.

15.14 *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.

15.15 **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, DNV GL shall indemnify and hold harmless the Licensee, 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 or willful omissions, of DNV GL, any subcontractor (in 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 Licensee from Licensee's own negligence.

**15.16 *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.

**15.17 *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 Licensee 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 Licensee. 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 Licensee 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 or Section 15.18 with regard to any City Data, DNV GL agrees that it shall immediately return or destroy such City Data and all portions or copies thereof as directed by Licensee 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 Licensee, 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.

15.18 *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 the City's Data contained therein or in the cloud storage.

15.19 *Contract Documents.* 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**

BY *Dennis Whelan*

TITLE DIRECTOR OF OPERATIONS

DATE 12/18/15

**Attest**

BY *Kara Lynn Dokes*

TITLE Notary public



## Witnessing or Attesting a Signature

State of OREGON

County of Benton

Signed or attested before me on 12/18 2015 by Dennis Washburn

Kara Lynn Dokos

Notary Public - State of Oregon



**SCHEDULE A**

**Software License Agreement  
DNV GL Software,  
a division of KEMA, Inc.**

**Dated December 3, 2015**

Licensed Programs .....	2
Acceptance.....	2
Payment Schedule .....	3
Maintenance – Limited Warranty & Yearly Software Support Contracts.....	3
Additional Terms and Conditions .....	4

## Licensed Programs

The table below identifies the Licensed Programs and quantities, provided in accordance with the Software License Agreement.

Item	Quantity	Comments
Cascade Equipment Locations (35 Locations)	1	For 1 (one) Consolidated Database, 1 Concurrent User, 1 Data Visualization License
Cascade Additional Concurrent Users	3	Allocated between Consolidated and Remote Office Databases
Cascade FieldUnit	3	Full FieldUnit License
Cascade DTA Interface Module	1	Doble Test Assistant Module
Cascade FLIR Interface Module	1	CASCADE Infrared Camera Interface Module (FLIR)
Sybase Synchronizing Licenses	4	Synchronizing for Field User Licenses & BaseStation
Cascade Users Guide v3.51	1	System Documentation
Cascade Setup Users Guide v3.51	1	System Documentation
Cascade Administrators Guide v3.51	1	System Documentation
Cascade Parts Module Guide v3.51	1	System Documentation
Documentation Master Copy	1	One Master copy of all licensed documentation for duplication
Documentation Source File	1	One (Escrowed) Source copy of all licensed documentation. (Provided upon customer request and expense.)

Additional copies of the Licensed Programs and Documentation may be licensed separately in accordance with the Software License Agreement.

## Acceptance

The Licensed Programs shall be deemed accepted on the Date of Installation. If problems are noted, Licensee shall report, in writing, a detailed explanation of the problems found, referencing the section and subsection of the documentation.

Acceptance may not be delayed through Licensee's failure to provide a System that meets the hardware specifications described below, and acceptance will be deemed to have been made on such date that Licensor identifies as the date that the Licensed Programs are available for installation.

Hardware	Recommended Specifications
Server	<p>3 GHz or higher processor, 8 - 16 GB of RAM (8 GB RAM minimum)</p> <p>Windows 2008 Server R2 or 2012 Server</p> <p>Fault tolerant disk array for database and transaction log OR a second physical hard drive to mirror the database transaction log file (for SQL Anywhere 12 database server only)</p>
Network Clients (Concurrent Users), Field Units:	<p>2.2 GHz or higher processor (1.2 GHz minimum)</p> <p>Windows 7 , 8 GB RAM (4 GB RAM minimum)</p> <p>Windows 8, 8 GB RAM (4 GB RAM minimum)</p> <p>64-bit operating systems – find the correct ODBC application in</p>

	C:\Windows\SysWOW64\odbcad32.exe
Software Requirements	.NET 4.0 (extended version) on all client and field unit machines MSXML 6.0 Parser – required for DTA, Excel Forms, CIA GhostScript – required to output reports to PDF format (version 8.71) Infomaker 11.2 – required to open and manipulate the report .pbl files included in Cascade 3.50 DTA Field 6.2 on all machines if using the DTA interface FLIR Controls for FIT licenses if using the FLIR interface FIT control allows manipulation of images Viewer only allows viewing of images

**Price Schedule**

Licensee agrees to pay for the Licensed Program license fees and Services, according to the prices and terms indicated in **Attachment 1 hereto, Cascade Price Quotation, 11/26/14.**

The annual Software Support and Maintenance fee for the Licensed Programs ordered under this Agreement will be priced at fifteen percent (15%) of Licensor’s current license fees. Licensor will submit an invoice to Licensee sixty (60) calendar days prior to the beginning of each renewal period.

**Payment Schedule**

With respect to the price schedule above, all invoices are due and payable on net 30 terms. Invoicing schedule will be as follows.

Amount	Item	Due
30%	License Fees	On Receipt of the Order
60%	License Fees	After Initial Installation and Training
10%	License Fees	Holdback Due at System Acceptance Not to Exceed 60 Days After Initial Installation and Training
100%	Services performed	Upon completion of services
100%	Software Support Fee	Upon commencement (and annual renewal) of Yearly Software Support Contract
Cost	Expenses – Reasonable and Customary	As incurred

**Maintenance – Limited Warranty & Yearly Software Support Contracts**

The sixty (60) day limited warranty begins on the first Date of Installation at the customer site. At the end of the limited warranty period, the initial yearly Software Support Contract (SSC) becomes effective. Software Support Contracts may be purchased yearly thereafter. Software Support Contracts provide for customer service support, to a designated number of customer personnel, via e-mail or ‘800’ number, for the year they are in effect. In addition, Software Support Contracts provide for no charge upgrades each time a new version of the Licensed Program is made generally available to DI’s licensees. Licensees not on Software Support Contracts may opt for support charged against an open Purchase Order on an hourly basis. Licensees opting only for hourly support are not eligible for no-charge Licensed Program upgrades and may not be covered for software ‘bug’ fixes to the Licensed Programs after the limited warranty period has expired.

**Additional Terms and Conditions**

None





## SCHEDULE B

### **Software License Agreement DNV GL Software Division of KEMA, Inc.**

#### **STATEMENT OF WORK**

##### **Statement of Work**

This Statement of Work (hereinafter "SOW") is a part of the Software License Agreement between the City of Columbia, Missouri (hereinafter "City") and KEMA, Inc. Dba DNV GL Software (hereinafter "DNV GL"). The purpose of the SOW is to further define the service requirements of the License Agreement in clear, concise language and identify specific work to be completed. The SOW is for the benefit of the City of Columbia, Missouri, Water and Light Department (hereinafter "CWLD") and DNV GL.

Each line item will be reviewed and signed by a CWLD qualified representative before progression to the next item.

##### **I. CWLD Expectations**

At the conclusion of the project:

1. DNV GL will, to the satisfaction of CWLD, have transferred into the Cascade system the following:
  - a. All Substation Equipment located within SunGard HTE and in any and all other file formats utilized by CWLD to track inspections, maintenance and repair of said Equipment. Substation Equipment, as used in this SOW, is defined as all equipment used by CWLD at substations, related inventory, and other equipment so designated by CWLD;
  - b. All historical data on each piece of Substation Equipment; and
  - c. All maintenance intervals and schedules, past and present, on each piece of Substation Equipment;
2. DNV GL will, to the satisfaction of CWLD, have trained all administrative personnel on the use of DNV GL's products. The list of administrative personnel includes the following:

- administrators, end users and other individuals as CWLD deems necessary for training that will use the software;
3. DNV GL, in conjunction with CWLD and the City IT Department, will, to the satisfaction of CWLD, have provided assistance for configuring servers, workstations and field devices. DNV GL will have provided technical documentation tailored to the CWLD environment that includes installed application components and their configuration, as well as communication protocols used between and IP/DNS addresses assigned to said components;
  4. DNV GL will, to the satisfaction of CWLD, have provided testing to ensure all components work as expected, including all servers, work stations and field devices; and
  5. DNV GL will, to the satisfaction of CWLD, have configured the system for production.

## **II. Project Planning**

DNV GL is responsible for the following project planning tasks:

1. DNV GL shall build and deliver to CWLD a project plan, project schedule and timeline;
2. DNV GL shall identify the project team members and include all contact information of the members. CWLD will also provide representatives for the project team and contact information; and
3. DNV GL shall provide weekly status updates and participate in weekly status meetings until the project is completed to CWLD's satisfaction.

## **III. Pre-Installation Workshop**

DNV GL is responsible for conducting a pre-installation workshop for the benefit of CWLD, and with the following requirements:

1. DNV GL will conduct the pre-installation workshop in-person, at or near Columbia, Missouri, and at an address to be determined by CWLD;

2. At the pre-installation workshop, DNV GL will present a plan for implementation in steps, define each step and identify all City and DNV GL team members; and
3. At the pre-installation workshop, DNV GL will coordinate with CWLD to determine training, training requirements, and training schedule.

#### **IV. Installation**

DNV GL is responsible for the delivery of all software packages to CWLD and for the installation of all such software on CWLD equipment. This responsibility includes the following:

1. DNV GL will provide City of Columbia IT Department with the necessary hardware specifications for the installation of software ordered by City of Columbia in the Software License Agreement;
2. DNV GL will place and install all media and database files for server and clients on a file transfer site approved by City of Columbia IT Department for use of CWLD and City of Columbia IT Department only;
3. DNV GL will travel to Columbia, MO to assist in the installation of all software if so requested by City of Columbia IT Department. Otherwise, DNV GL will provide remote assistance in the installation;
4. DNV GL will provide support services for the installation of all software during the course of DNV GL's regular business hours;
5. Training Software: At least four (4) weeks in advance of the date of training as described in this SOW, DNV GL will provide City of Columbia IT Department any software, and any installation media for the software, necessary for the training.

#### **V. Conversion**

DNV GL is responsible for the conversion and transfer of data from the CWLD system into the Cascade system with the following requirements:

1. The City of Columbia IT Department will provide all data to be transferred in a standard delimited format, it will be provided in data tables in excel formats;
2. DNV GL will transfer the data provided by the City of Columbia IT Department into the new system and map the data into the correct fields in the new system. CWLD and the City of Columbia IT Department will provide reasonable support and assistance in mapping the data;
3. DNV GL will, during its regular business hours, provide support services to CWLD and City of Columbia IT Department in this conversion until the project is completed to the satisfaction of CWLD.

## **VI. Training**

DNV GL is responsible for providing training for all CWLD administrative personnel who will use the software with the following requirements:

1. DNV GL will conduct the training in-person, at or near Columbia, Missouri, and at an address to be determined by CWLD;
2. The training will be for one (1) week, Monday through Friday, between the hours of 8:00 AM CST and 3:30 PM CST, unless otherwise designated by CWLD;
3. Training materials will be provided by DNV GL in PDF format;
4. Training will initiate the configuration of the system, create the inspection forms, and define and apply the trigger groups and procedures;
5. Training will be a detailed comprehensive overview covering the configuration and maintenance of the Cascade system;
6. DNV GL will provide the end user training and also conduct “train the trainer” sessions as required or requested by CWLD.

## **VII. Configuration**

DNV GL is responsible for configuring the system for production. This includes configuring Cascade to represent CWLD business requirements which include, but are not necessarily limited to, the following:

1. Configuration of CWLD equipment flex information;
2. Configuration of CWLD inspection forms used in the field;
3. Configuration of NERC reports specific to PRC.005.2 maintenance items;
4. Configuration of CWLD maintenance triggers, both time based and event based; and
5. Application of trigger groups and maintenance procedures to build CWLD maintenance program and to comply with NERC standard PRC.005.2.

### **VIII. Acceptance Criteria**

DNV GL is responsible for completing all deliverables listed in this section. All deliverables must be completed and each item initialed or signed by the CWLD representative prior to any invoice submittal. All deliverables must meet the requirements of this SOW and any notice of non-acceptance or acceptance must be made within thirty (30) days of notice of deliverable completion by DNV GL.

#### **Deliverables**

1. DNV GL shall have all Substation Equipment located within SunGard THE, and in any and all other file formats utilized by CWLD to track inspections, perform NERC reporting, maintain and repair equipment, transferred into the Cascade system;
2. DNV GL shall have all historical data on each piece of Substation Equipment transferred into the Cascade system;
3. DNV GL shall have all maintenance intervals and schedules, past and present, on each piece of equipment as defined by CWLD, transferred into the Cascade system;
4. DNV GL shall have adequately trained all CWLD administrative personnel to a level of satisfaction as determined by CWLD and under the requirements set forth in this SOW;
5. DNV GL shall have provided assistance for configuring servers, workstations and field devices, to a level of satisfaction as determined by CWLD;
6. DNV GL shall have assisted in testing to a level of satisfaction as determined by CWLD on all components, including but not limited to, all servers, work stations and field devices; and

7. DNV GL shall have configured this system for production to a level of satisfaction as determined by CWLD.

### **IX. Change Orders**

This SOW cannot be changed, altered, modified, waived or discharged unless agreed upon in writing by both parties. Any changes to the SOW will only be in effect when made in writing as an SOW change order and signed by both the CWLD representative and DNV GL.

### **X. Timeline**

This project shall commence thirty (30) days after the contract has been executed. And the project will be considered complete when all deliverables have been approved by signature by CWLD.

### **XI. Assumptions**

1. Services other than the pre-installation workshop and training may be performed remotely, unless remote service is ineffective and in-person service at a CWLD site is requested by CWLD;
2. DNV GL will submit a Change Order to the City for its approval for any travel expenses beyond the initial ten thousand dollars (\$10,000).
3. Invoices may be delivered thirty (30) days after the signed deliverable is completed to:

City of Columbia  
Accounts Payable  
P.O. Box 7236  
Columbia, MO 65205

4. Payment terms are Net thirty (30) days after receipt of a correct and verifiable invoice.