

SOFTWARE LICENSE AGREEMENT

Between
City of Columbia, Missouri
and
CUES, Inc.

This License Agreement ("Agreement") is made by and between CUES, Inc., with a principal place of business at 3600 Rio Vista Ave., Orlando, Florida 32805 ("Licensor"), and the City of Columbia, Missouri, having 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 Licensor are each individually referred to herein as a "Party" and collectively as the "Parties."

Whereas, Licensor has developed and desires to license the use of certain Software Products regarding Licensee's closed circuit television sewer inspection vehicles as defined herein and described in the attached CUES GraniteNet Software Agreement and in the CUES Software Support Agreement Terms and Conditions; and

Whereas, Licensee desires to have Licensor grant to Licensee a license to use the Software Products 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. The Parties agree to the terms within the CUES GraniteNet Software Agreement, dated January 1, 2022, attached hereto as **Exhibit A** and incorporated herein.
2. The Parties agree to the terms within the CUES Software Support Agreement Terms and Conditions, and exhibits referenced therein, dated March 1, 2024, attached hereto as **Exhibit B** and incorporated herein.
3. The initial term of this Agreement shall be for one (1) year commencing on the Effective Date. Thereafter, Licensee shall have the right to renew the Agreement for four (4) additional one-year periods. In the event Licensee exercises such right, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal period. If renewal prices are not provided, then prices during the renewal periods shall be the same as during the original contract period. Licensor agrees that renewal period price increases are not automatic. At the time of Agreement renewal, if Licensee determines funding does not permit the specified renewal pricing increase or a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by Licensor, the Agreement may be terminated. Licensor also agrees that Licensee may determine that funding limitations necessitate a decrease in Licensor pricing for the renewal period(s). If such action is necessary and Licensor rejects the decrease, the Agreement may be terminated. The Parties may, by written agreement, adjust the annual renewal time to correspond with a calendar year, fiscal year, or other timeframe acceptable to the Parties.

4. Licensor and its Software Products shall comply with the requirements of this Section. Licensor shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.

- a. Licensor covenants that any data entered into the Software Products from the Licensee, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the City or its customers or users of the Software Products. Licensor shall not sell or give away any such City Data.
- b. Licensor shall maintain the security of City Data and that of Licensee's customers and any user 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.
- c. Licensor warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent. Licensor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code. Licensor shall include a similar provision in its contract(s) with subcontractor(s).
- d. Licensor warrants and guarantees that the products, equipment, software and services do not include products, software and services prohibited by any presidential order, state or federal law, rule or regulation, including but not limited to the National Defense Authorization Act. Licensor further warrants and guarantees that the Software Products are compliant with restrictions set forth in 2 C.F.R § 200.216 on telecommunications and video surveillance services or equipment. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

5. 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.

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

Exhibit A – CUES GraniteNet Software Agreement, dated January 1, 2022
Exhibit B – CUES Software Support Agreement Terms and Conditions, and
exhibits referenced therein, dated March 1, 2024

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.

7. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the day and year indicated below.

CITY OF COLUMBIA, MISSOURI (Licensee)

By: _____
De'Carlon Seewood, City Manager *ESK*

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 55506330-504801, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance

CUES, Inc. (Licensor)

By: _____ *[Signature]*

Printed name: Jonathan Russell

Title: Vice President & General Manager

Date: March 27, 2025

ATTEST:

By: *Ana Atencio*

Title: *Ana Atencio Executive Assistant*



CUES GRANITENET SOFTWARE AGREEMENT

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE.

INTELLECTUAL PROPERTY INFRINGEMENT CAN CARRY SEVERE PENALTIES, FROM FINES OF UP TO \$250,000 TO IMPRISONMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE, OR, IF THE SOFTWARE HAS BEEN PRE-INSTALLED AND YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SOFTWARE.

CUES GRANITENET SOFTWARE CONTAINS SECURITY SIGNATURES THAT ENABLE CUES TO IDENTIFY ANY COPY THAT HAS BEEN INSTALLED ON ANY COMPUTER. CUES WILL VIGOROUSLY PURSUE OFFENDERS REGARDLESS OF SIZE OR LOCATION.

1. USE

You (an entity or a person) may use CUES GraniteNet (the "Software"), on a stand-alone computer, in the quantity purchased, if you meet the following conditions. In addition you may make one (1) archival copy of the Software.

STAND-ALONE COMPUTER USE:

You must acquire one copy of the Software for each computer on which the Software will be installed. You may not use this single copy of the application on more than one computer.

SHARED NETWORK USE:

You may use the Software on a network provided you have purchased Software equal to the maximum number of copies in use at any time. Software is "in use" on a computer when it is resident in memory (i.e. RAM) or when executable and other files are installed on the hard drive or other storage device. Software which is stored on a server and not resident in memory on that machine is not considered "in use."

MULTIPLE COPIES:

The CUES GraniteNet software is licensed for one installation on one computer. If you load the software on a second computer you must contact CUES to purchase an additional license and obtain an authorization code.

EXCEPTIONS:

You are currently authorized to install the software in your On Premise or Cloud environment so that multiple users may access the GraniteNet Web applications. You may also make free copies of the Read-Only desktop GraniteNet Viewer software. Also, each copy of the Read-Only desktop GraniteNet Viewer software is licensed for one installation on one computer. This privilege is subject to change without notice.

2. RESTRICTIONS

Except as expressly provided in Section 1, you may not reverse engineer, disassemble or decompile the software. Additionally should you make customized changes directly to the database schema, CUES shall not be held responsible to analyze, fix and or repair the database as a result of database modifications that you have made at the database schema level.

You may not sell, distribute, loan, rent, lease, license or otherwise transfer the Software or any copy; except by expressed written permission of CUES. This shall apply whether the software was purchased separately, or preloaded on a computer as part of your purchase of the computer ("OEM Software").

If you are using the Software in any country in the European Community, the prohibition against altering, merging, modifying or adapting the Software does not affect your rights under any legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs. If you seek interface information within the meaning of Article 6.1.b of that Directive, you should initially approach the Customer Service Department, CUES, 3600 Rio Vista Ave. Orlando, FL32805, United States of America.

3. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Software and user documentation are owned by CUES and are protected by applicable intellectual property laws (including patent, trademark and copyright laws) and international treaty provisions. CUES retains all rights not expressly granted.

4. INDEMNIFICATIONS; LIMITATION OF LIABILITY

4.1. **Indemnification.** CUES shall indemnify you and hold you harmless from and against all claims, damages, losses and expenses, including reasonably attorneys' fees, arising out of or resulting from (a) any action by a third party against you that is based on any claim that any Services performed under this Agreement, or the results thereof, including without limitation Deliverables and/or Developed Software, infringe a patent, copyright or other proprietary right of any third party or violate a trade secret right of any person or entity; (b) the performance of the Services caused by any negligent act or omission or willful misconduct of CUES or CUES's employees and which result in (i) any bodily injury, sickness, disease or death, (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom, or (iii) any violation of any statute, ordinance, or regulation. Legal counsel for the defense of any third party claim of infringement shall be selected by mutual agreement between you and CUES. CUES obligation of infringement indemnity pursuant to subsection 4.1(a) above shall be subject to (i) you promptly notifying CUES, in writing, of the suit, claim or proceeding; and (ii) at CUES reasonable request and expense, you hereby agree to reasonably cooperate with CUES to facilitate the settlement or defense of the claim or proceeding.

4.2. **Intellectual Property Claims.** If a claim of infringement of a patent, trade secret or copyright occurs, or if CUES determines that a claim is likely to occur, CUES will have the right, in its sole discretion, to either: (i) procure for XYZ Utility, at CUES expense, the right or license to continue to use the Deliverables and/or Developed Software free of the infringement claim; or (ii) replace or modify the Deliverables and/or Developed Software to make it non-infringing, provided that such replacement or modification provides substantially the same functionality in the Deliverables and/or Developed Software. If neither of these remedies are commercially reasonably available to CUES, CUES may, at its option, require you to cease using the infringing Deliverables and/or Developed Software upon entry of a court or other, binding fact-finding authority's order precluding further use of such Deliverables and/or Developed Software, and return to you all amount(s) paid to CUES hereunder.

4.3. **Limitations.** CUES shall have no liability for any infringement claim based upon: (i) any alteration or modification of any Deliverable and/or Developed Software not provided or authorized by CUES, if the infringement would not have occurred but for the alteration or modification by a party other than CUES or not authorized by CUES; (ii) use of the Deliverable and/or Developed Software in combination with other programs or data not intended to be used with the Deliverable and/or Developed Software, if the infringement would not have occurred but for the use in combination with such programs or data; (iii) use of the Deliverable and/or Developed Software in a way not provided for or described in the applicable documentation, if the infringement would not have occurred but for such use; or (iv) use of other than a current unaltered release of the Deliverable and/or Developed Software, after you have been reasonably notified that use of such release would avoid the infringement without any loss of functionality to you and CUES has reasonably provided to you such release free of charge, if the infringement would not have occurred but for the use of other than a current altered release of the Developed Software.

4.4. THE FOREGOING STATES CUES'S ENTIRE LIABILITY AND OBLIGATIONS AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS AGAINST DEVELOPED SOFTWARE UNDER THIS AGREEMENT AND IS IN LIEU OF ANY WARRANTY OF NON-FRINGEMENT OF PATENT, TITLE AND THE LIKE.

5. LIMITATION OF LIABILITY

Because software is inherently complex and may not be completely free of errors, it is your responsibility to verify your work and to make backup copies. In no event will CUES be liable for indirect, special, incidental, tort, economic, cover or consequential damages arising out of the use of or inability to use CUES products or services, including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages. In no case shall CUES liability exceed the amount paid by you for the Software out of which such claim arose.

This limitation on monetary damages will not apply to claims relating to death or personal injury, which arise out of products deemed to be consumer goods under applicable law. Some states, provinces and other jurisdictions do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above exclusion or limitation may not apply to you. However, in appropriate jurisdictions, CUES limits its liability, according to the terms of this Agreement, to the extent permissible at law.

Nothing in this Agreement operates to exclude, restrict or modify the application of any of the provisions of the Trade Practices Act 1974 (Cth) or any equivalent state or territory legislation, the exercise of a right conferred by such a provision, or any liability of CUES for a breach of a condition or warranty (including but not limited to a condition or warranty in relation to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption) implied by such a provision. To the extent that it is able to do so, CUES expressly limits its liability for any breach of a condition or warranty under this Agreement or implied by virtue of any legislation to one of the following, the choice of which is to be at CUES sole discretion: (i) the replacement of the Software or the supply of equivalent software; or (ii) the payment of the cost of replacing the Software or of acquiring equivalent software.

6. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software and/or user documentation are provided with RESTRICTED AND LIMITED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 (June 1987) Alternate III(g)(3) (June 1987), FAR 52.227-19 (June 1987), or DFARS 52.227-7013 (c)(1)(ii) (June 1988), as applicable. Contractor/Manufacturer is CUES, 3600 Rio Vista Ave. Orlando, FL 32805. In the event the Government seeks to obtain the Software pursuant to standard commercial practice, this software agreement, instead of the noted regulatory clauses, shall control the terms of the Government's license.

7. GENERAL

No CUES dealer, distributor, agent or employee is authorized to make any modification or addition to this Agreement.

FOR US CUSTOMERS: Should you have any questions concerning this Agreement or CUES software use policies, write to CUES Software Division, CUES, 3600 Rio Vista Ave. Orlando, FL 32805, or email: granitesupport@cuesinc.com or call 1-800-327-7791.

For customers in all other countries: Please call 1-407-849-0190 or call or write your local CUES sales office.



CUES Software Support Agreement Terms and Conditions

This Software Support Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2024, by and between CUES, Inc. ("Licensor") having its principal place of business at 3600 Rio Vista Ave, Orlando, FL 32805, and _____ ("Customer") having its principal place of business at _____.

WHEREAS, Licensor has licensed to Customer certain software products as specified in the Licensor's Tracking Database which derive from, and correspond to, the Customer's Sales Order number issued to Customer by Licensor for the delivery and training of specified products and services, and the applicable terms and conditions stated herein.

WHEREAS, Licensor has introduced a new, next-generation, replacement software called GraniteNet which provides the Customer with the intended upgrade path for obtaining all new features, interfaces and enhancements;

WHEREAS, upon execution of this Agreement, the Customer is encouraged and entitled to upgrade to GraniteNet at the Customer's discretion and convenience;

WHEREAS, Licensor hereby discloses that the CUES Granite XP software product has entered into the sun setting phase of its product lifecycle and shall no longer receive new features and enhancements;

WHEREAS, all references within this Agreement pertaining to software enhancements, updates, upgrades, releases, patches, corrections or improvements shall apply only to the GraniteNet software product;

Licensor shall perform Software Support services on the licensed products pursuant to the terms and conditions of the specific Support Plan purchased as described in the attached Exhibit A.

Software Products Covered

The Software Products covered under this Agreement are the Licensor's "Granite" family of Software Products (Granite XP and GraniteNet) including the Optional Modules compatible with the specific product purchased by the Customer.

Service Level Performance

During the term of this Software Support Agreement, Licensor shall provide the services necessary to correct any problem or failure of Licensor's software to substantially perform functions as described in the applicable software Specifications. Such services shall be accomplished in accordance with the notification process outlined below.

Licensor shall provide service and support from 8:00 AM until 5:00 PM EST Monday through Friday, holidays excepted.

Issue Resolution

Licensor endeavors to resolve any and all issues that may arise from a single point of contact at its headquarters in Orlando, Florida.

Issues that prevent or substantially interfere with operation of the Software for their primary intended purpose, such as those issues that can cause loss of data or prevent the product from running shall be given the utmost priority.

Upon receipt of notification from Customer, Licensor shall respond within two (2) business days. Depending on the nature of the issue, the appropriate action for resolution will vary. For emergency issues that may revolve around hardware failure, Licensor may, at its discretion, provide replacement or "loaner" equipment which may be shipped to the Customer on "Next Day" delivery terms; for more complex troubleshooting issues, the search for a workaround will be initiated once engineering resources are identified to investigate the root cause of the issue. In either case, the parties shall agree to a schedule for correction, subject to Licensor continuing to act with reasonable diligence to correct the issue. Where appropriate, under

such circumstances, correction may occur in a scheduled upgrade to the Software.

Notification by Customer

Licensor has created a Customer Support Portal where comprehensive, Customer-specific information is securely provided including an online system to submit Trouble Tickets. The <http://support.gnet.us.com> Customer Support Portal is the preferred format for problem notification and it is closely monitored by the support staff. If the Customer is unable to provide the notification of an issue via the CUES Customer Support portal (<http://support.gnet.us.com>), then it may be transmitted by telephone, e-mail or fax to one of the following numbers:

Telephone: (800) 327-7791 Option 4
(407) 849-0190 Option 4

E-mail: GraniteSupport@cuesinc.com

Receipt of the notification by either method outlined above must be confirmed by both Customer and Licensor and will trigger the response time required under the previous paragraph.

Licensor may also provide Customer with a separate telephone number that can be allocated to a technical specialist to address a specific support issue.

Software Improvements and Upgrades under a Support Agreement

During the term of this Agreement, Licensor shall make available to Customer any improvements or upgrades to those functions or features of the Software as described in the CUES Software Enrollment and Upgrade Policy in Exhibit B herein.

Installation of Corrections, Improvements or Upgrades

Licensor shall provide changes to the Software Products including without limitation; updates, upgrades, releases, patches, corrections or improvements by Internet download, VPN, physical disk media,

Licensor's secure Customer Support portal Website or by on-site installation at the option of the Licensor. Customer shall provide installation, distribution, support and, or network access permissions, including remote access, to Customer's equipment as may be reasonably required to successfully install the changes; provided that Licensor shall provide Customer with instructions and other information necessary for Customer to effectuate such installation.

Term

For new installation customers, the term of this Agreement shall commence upon conclusion of the "90 Day Support Plan" period as defined in Exhibit A attached. Customer may choose to extend and, or renew software Support Plans offered in Exhibit A. A sixty (60) day grace period is extended to Customers to re-enroll and make payment to Licensor for the renewal of the Support Plan. Customers who fail to renew their Support Plan within the 60 day grace period shall be charged a re-enrollment fee per eligible software product plus the cost of the Annual Support Plan prorated amount per month for the elapsed time without coverage up to 3 years (36 months) as described in Exhibit B. The re-enrollment fee for each applicable software product shall be in addition to the fee for purchasing the Support Plan for the following year. Licensor shall endeavor to notify Customer that a Support Plan is nearing the end of its term, but it is the sole responsibility of the Customer to keep the Support Agreement current and effect payment to Licensor to avoid any possible re-enrollment fees.

Professional Services, Consulting and Travel Expenses

If the Customer requests work not covered by this Agreement, Licensor's hourly rate for telephone support shall be fixed at \$50 per hour. On site consulting costs are charged at \$1,500 per day plus travel expenses with a 2 day minimum. Customer shall reimburse Licensor for any documented out-of-pocket expenses actually incurred as may be necessary in connection with the duties performed under this Agreement by Licensor, including miscellaneous hardware items (cables, adaptors, etc.) and shipping.

Adjustments to Terms and Conditions

The Licensor may, from time-to-time, make changes to its terms, policies, conditions, notification procedures, forms and methods of communication via notices posted on its Customer Support Portal. Licensor shall immediately post notices and endeavor to notify Customer, in writing or via email, of any such changes; provided that any such changes shall not provide for service or support at a lower level than that set forth herein; and further provided that any such change shall not require more effort from Customer than that required under the current notification procedure, forms or contact information in place at the time this Agreement is entered into.

Termination

In the event of termination of the Software License Agreement referred to above, Licensor's obligations under this Software Support Agreement shall immediately end. Customer may terminate this Agreement, for any reason, upon 30 days written notice. Licensor may terminate this Agreement in the event of default by Customer under the terms of this Agreement and, or the Software License Agreement, or in the event that Customer does not make payments in a timely manner. Should this Agreement terminate for any reason prior to the end of a term, Customer shall forgo fees paid.

Taxes

Customer shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated which are levied or imposed by reason of the transaction. Without limiting the foregoing, Customer shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

General

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all prior proposals, understandings and all other agreements oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Customer may not assign, without the prior written consent of Licensor, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

The terms and conditions of the Support Agreement apply to the products and services in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written by their duly authorized officers or representatives.

"Customer" _____
 By: De'Carlon Seewood
 Title: City Manager
 Date: _____

"Licensor" CUES INC.
 By: _____
 Title: _____
 Date: _____

Exhibit A

CUES Software Support Plan Options

The CUES Software Division offers comprehensive support services to fit your organization's needs and budget. This is just one way CUES demonstrates that it is committed to helping you get the maximum performance and benefit from your software and hardware investments. Software support is provided in three categories based upon the customer's support needs.

90 Day Support Plan

When a customer purchases a Granite Software Product from CUES, they automatically receive a "90 Day" Support Plan for a period of 90 days following the delivery of the software. This period begins when the software has been installed, activated and the end users trained on the operation of the software. The 90 Day Support Plan is offered to Granite-trained end-users only. These end-users will have completed a training program from a CUES representative. All customer information and contact information will be verified upon receipt of all support calls to the CUES Help Desk. Within the 90 Day Support Plan term, customers may upgrade to the most current version of Granite Software and receive support services as outlined below:

Annual Support Plan

Customers who seek to maximize the return on their software investment for may enroll in the Annual Support Plan program to receive continuous upgrades and enhancements. Especially those users who experience frequent employee turnover or have multiple crews should invest in an Annual Support Plan for each of their purchased Software Products to stay current with new technologies and to ensure productivity with up-time in the field. The Annual Support Plan enrollment period begins any time during the complementary 90 Day Support Plan period up to one hundred and fifty days (150) from the original date of activation of the Software Products. The Annual Support Plans are valid for 1 year and must be renewed annually.

The CUES Help Desk provides the following services under these plans:

- Telephone support Monday through Friday, 8 AM to 5 PM ET
- Email support via GraniteSupport@cuesinc.com
- Remote Online Technical Support*
- Access to online support services (including FAQ's, The Cues Knowledge Base, User Forums and downloads)
- Online review sessions with a support specialist pre-scheduled at a mutually convenient time. The topics can cover the base product as well as advanced user concepts and best practices.
- **Free ongoing software maintenance and enhancement Release Updates** (available online for download including the latest technical documentation and the most current version of the Granite Software)
- User configuration assistance via an online interactive technical support team
- Software Support Renewal Information email to Granite.Renewals@cuesinc.com

The Annual Support Plan fees per eligible software product are:

GraniteNet Premium Support Plan	\$2,060.00 per Premium Inspection Software Package** (GN536)
GraniteNet Basic Support Plan	\$1,030.00 per Basic Inspection Software Package** (GN537)
GraniteNet No Video Basic Support Plan	\$515.00 per GraniteNet No Video Software Package** (GN553)
GraniteNet Office Support Plan	\$500.00 per Office Software Package** (GN538)
GraniteNet Data Management Support Plan	\$2,060.00 per Inspection Data Management Software Package** (GN593)
GraniteNet WebOffice Server Support Plan	\$2,625.00 per WebOffice Server Software Package** (GN567)
GraniteNet Websync Server Support Plan	\$525.00 per Websync Server Software Package** (GN597)
GraniteNet WebInspect Server Support Plan	\$2,100.00 per WebInspect Server Software Package** (GN602)

**Certain elements of the support plans require the customer to have internet access.*

***Plans must be renewed within 60 days after the expiration date to avoid re-enrollment fees. Please review the Enrollment and Upgrade Policy below in Exhibit B.*

****CUES reserves the right to determine that a particular technical issue may be caused by a Third Party software vendor, which could require, for example, advanced database administration. In such cases, CUES may escalate this issue to one of its professional services resources at an additional fee structure or refer the issue to the Third Party software vendor for resolution.*

Support for the GraniteNet Viewer Software Package

Since the Viewer Software Package comes bundled with the purchase of other CUES software packages, the terms of support are covered under the support purchased for the software for which it came bundled with.

Per Incident Support

Customers who do not utilize an annual support plan have the option to purchase support on an as-needed, 'pay-as-you-go' basis. A \$50 minimum credit card charge per call for the first hour and \$25 per hour thereafter for the same incident shall be charged to initiate each trouble ticket.

Exhibit B

CUES Software Enrollment and Upgrade Policy

CUES manufactures constantly evolving software products to meet its customers' requirements. Therefore, to provide its customers with continuously improved software, CUES has specific upgrade policies and eligibility rules which are tied to enrollment in its Annual Support Plan for each purchased product described in Exhibit A, herein. There are two types of upgrades available:

1. Simple upgrade to the most current version of the customer's Granite XP or GraniteNet Software.
2. Comprehensive one-time "*Granite XP to GraniteNet*" upgrade of all eligible software licenses.

*Additional charges not covered by the Support Plan may apply such as hardware upgrades, data conversion services and re-implementation fees.

When a customer purchases a new CUES Software product, the customer automatically receives a complementary "90 Day" Support Plan for a period of 90 days following the activation or training of the software, which ever comes later. The 90 day period begins when the software has been installed and activated with key codes provided by CUES and recorded in its customer tracking database. For customers who will receive on-site, basic operator training, the 90 day period begins on the final day of the on-site training report provided by CUES.

During the 90 Day Support Plan period, the customer is eligible to upgrade upon request to the most current version of Granite Software they have purchased.

Existing Support Plan customers must renew their enrollment in the Annual Support Plan within 60 (sixty) days of the current plan's expiration date to maintain their enrollment and eligibility status to obtain software upgrades.

Customers who fail to renew their Support Plan within the 60 day grace period shall be charged a re-enrollment fee per eligible software product plus the cost of the Annual Support Plan prorated amount per month for the elapsed time without coverage up to 3 years (36 months). After 3 years (36 months) without a valid Support Plan, re-enrollment in the Annual Support Plan program is not permitted, however the software may function perpetually in a customer-controlled environment without support or customer may purchase new software licenses.

CUES or its authorized Dealers may notify the Customer that their Plan(s) is/are nearing the end of its/their term, but it is the sole responsibility of the Customer to keep the Annual Support Plan current and effect payment to CUES to avoid any possible re-enrollment fee(s). Expiration dates are clearly shown on Customer's account record available via the secure Customer Support Portal.

Customers who have not enrolled in the Annual Support Plan may contact CUES to obtain a quote for the two types of upgrades available described above.

The re-enrollment fees for each individual software license are listed below:

	Re-Enrollment Fee		Re-Enrollment Fee
Premium Package	\$2,500.00	Web Package	\$3,500.00
Basic Package	\$1,750.00	Data Management Package	\$2,500.00
No Video Basic Package	\$900.00	WebSync Package	\$2,500.00
Office Package	\$500.00		

All GraniteNet Viewers may be upgraded for free.

CUES may notify the Customer that a Support Plan is nearing the end of its term, but it is the sole responsibility of the Customer to keep the Support Agreement current and effect payment to CUES to avoid any possible re-enrollment fee(s).

Exhibit C

CUES Standard Parts & Equipment Warranty

CUES ("CUES") warrants that all parts, components, and equipment manufactured by CUES shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by CUES to the purchaser. CUES' obligation under this warranty is limited, at CUES' option, to replacing or repairing, free of charge, any defective materials returned, freight prepaid, to the CUES designated service facility. For all warranty claims, the materials must be returned in accordance with CUES Material Return Policy.

Major items of equipment, such as vehicles, generators, etc., furnished, but not manufactured by CUES, will be covered only under the warranty of the third party manufacturer of such equipment. Expendable parts, such as light bulbs, fuses, connectors, etc., are excluded from this warranty.

Purchaser must notify CUES of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived.

CUES does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Purchaser assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment.

This Warranty shall not apply to any materials, or parts thereof, which have; (a) been repaired or altered by anyone other than CUES without CUES' written consent; (b) been subject to misuse, abuse, negligence, accident, or damage; (c) not been installed or operated in accordance with CUES' printed instructions, or; (d) been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the equipment.

THIS WARRANTY AND THE OBLIGATION AND LIABILITIES OF CUES HEREUNDER ARE EXCLUSIVE AND IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS WHETHER OR NOT OCCASIONED BY CUES' NEGLIGENCE.

CUES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF THE MATERIALS, OR FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY.

Without limiting the generality of the foregoing, this exclusion from liability embraces Purchaser's expenses for downtime or for making up downtime, damages to property, and injury to or death of any persons.

CUES neither assumes nor authorizes any person (including employees, agents, or representatives of CUES) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or understandings exist collateral to or affecting this warranty.

This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by CUES.



12/27/2024
Quote#Q-01836

Gerry Lisby
COLUMBIA, CITY OF (MO) (MAIN)

Office: (573) 441-5530
gerry.lisby@como.gov

Gerry Lisby,

Thank you for being a valued CUES customer.

We hope you are getting the most out of your equipment and the Granite software. Now in its sixteenth year as an industry-leading product, clients like you trust and depend on having a stable software platform despite the rapidly changing technology and new hardware requirements we see in our industry. A significant investment has been made in your GraniteNet software and CUES seeks to maximize your return on investment by offering continued upgrades year after year when you maintain your Support Plan. I wanted to let you know that your GraniteNet software license Support Plan will expire as of 2/26/2025. Renewal of the Support Plan is extremely important because enrolled customers with Support Plans are entitled to perpetual upgrades of the newer versions when they are released.

Also, please be advised that if the support plan expires, the COLUMBIA, CITY OF (MO) (MAIN) will be subject to re-instatement fees. For example, to re-enroll an expired GraniteNet Inspection Premium license in the Support Plan program, a re-instatement fee of \$2,500 plus the cost of the Annual Support Plan prorated amount per month for the elapsed time without coverage up to 3 years (36 months) will be required in order to get back into the program. Licenses that have been expired for more than thirty six months (36) shall not be entitled to re-instatement and a new license will need to be purchased should an upgrade be required.

Below I have included a preliminary quote, which includes a description of the benefits and technical support services the Support Plan provides as well as pricing, for the continued support of your GraniteNet Software which would cover the COLUMBIA, CITY OF (MO) (MAIN) through 2/25/2026. This preliminary quote has been provided for your review and subsequent approval. Please do not make payment until CUES sends an invoice so that we may properly match the payment to your account.

If you prefer that an invoice be sent, please respond by providing a PO or, at minimum, a PO#. Lastly, please respond with a blank email to let me know that the quote has been received. Feel free to contact me with any other questions you may have.

Thank you,

Cameron Keefe
ckeefe@cuesinc.com
Office:(321) 400-5054
Mobile:(321) 400-5054

GraniteNet Inspection Premium Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Perpetual, free upgrades available online for download for the most current versions of your GraniteNet Software to match the latest Microsoft Windows version you may have including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorial
- Online review sessions with support specialists at pre-scheduled, mutually convenient times to review the proper use of the software including advanced administration and best practices

**Additional charges not covered by the Support Plan may apply such as hardware upgrades, data conversion services and re-implementation fees*

***Certain elements of the support plan requires internet access*

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GraniteNet Office Annual Support Plan

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PART #	GraniteNet Software & Services	Asset Id	PRICE	QTY	Subtotal	Actual
GN536	GraniteNet Inspection Premium Annual Support Plan	503539	\$2,060.00	1	\$2,060.00	\$2,060.00
GN536	GraniteNet Inspection Premium Annual Support Plan	505752	\$2,060.00	1	\$2,060.00	\$2,060.00
GN538	GraniteNet Office Annual Support Plan	EN0111	\$500.00	1	\$500.00	\$500.00
GN538	GraniteNet Office Annual Support Plan	EN0113	\$500.00	1	\$500.00	\$500.00
GN538	GraniteNet Office Annual Support Plan	EN0846	\$500.00	1	\$500.00	\$500.00
GN538	GraniteNet Office Annual Support Plan	EN0847	\$500.00	1	\$500.00	\$500.00
GN538	GraniteNet Office Annual Support Plan	EN0848	\$500.00	1	\$500.00	\$500.00
SUBTOTAL:						\$6,620.00
TOTAL:						\$6,620.00
This quote for the continued support of your Granite Software would cover COLUMBIA, CITY OF (MO) (MAIN) through 2/25/2026						

This Quotation is valid for 90 days for the itemized products and services listed herein and is subject to the following Terms and Conditions. Delivery of a purchase order by Buyer pursuant to this quotation shall be deemed to be an acceptance by Buyer of these Terms and Conditions. Pro-rata payments shall become due upon the shipment of goods and/or delivery of services. Seller shall not be liable or penalized for any delays beyond its reasonable control, including but not limited to acts of God, acts of Buyer, carrier delays, accidents, etc. In the event of any such delay, delivery or performance shall be extended accordingly and shall not relieve Buyer of its obligation to accept and make payment net 30 days from the date deliverables are provided. Past due invoices are subject to 1.5% per month (18% APR) charge or as permitted by applicable law. Payments made by credit card may be subject to an additional 3% finance fee at the time of processing. No merchandise will be acceptable for return without a Material Return Authorization Number written on the outside of the package. No returns will be accepted on used electrical parts. This quote is provided in US dollars and does not include tax.