DLT
A TECH DATA COMPANY

**Software License Agreement between**

**City of Columbia (Buyer)**

**And**

**DLT Solutions, LLC (DLT)**

**This Agreement is made by and between City of Columbia, Missouri ("Buyer") and DLT Solutions, LLC ("DLT"), and is entered into on the date of the last signatory below (hereinafter "Effective Date"). Buyer and DLT are each individually referred herein as a "Party" and collectively as the "Parties."**

**WHEREAS DLT is authorized to sell and service the use of certain licensed software, services and programs as described in Exhibit A attached hereto, and**

**WHEREAS BUYER desires to have DLT grant to Buyer licenses to use the services, programs, software and content described in Exhibit A;**

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

1. **Controlling Terms and Conditions**. The Quote ("Quote") constitutes a firm offer to Buyer by DLT Solutions, LLC ("DLT") and is attached hereto as Schedule A. Buyer's issuance of a Purchase Order against this Quote to DLT shall constitute Buyer's acceptance of the terms and conditions in this Agreement. Any terms and conditions proposed by Buyer that are inconsistent with or in addition to the terms and conditions contained in this Agreement shall be null and void, and of no effect unless specifically agreed to by DLT in writing. These terms and conditions, any referenced exhibits, attachments, or other documents, constitute the entire agreement between the parties with respect to the subject matter of this Quote, and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. **Manufacturer Terms**. These terms and conditions are between DLT and Buyer and are not intended by the parties to, and shall not in any way, modify, alter or negate any of the applicable manufacturer's end user terms and conditions ("Manufacturer Terms"). Buyer expressly agrees to display, operate, demonstrate and sell the items listed in this Quote ("Offerings") strictly in accordance with the Manufacturer Terms and any additional product descriptions or usage terms as may be included in this Quote.

3. **DLT Proprietary Information.** Both parties recognize that their respective employees and agents, in the course of performance of the agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each

party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of the agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is considered an open public record pursuant to the Missouri Sunshine law.

4. **Contract Term.** The initial term of this Agreement shall be three (3) years and prices shall remain firm as set in Exhibit A. Thereafter, the term of this Agreement shall be subject to renewal for successive terms based upon agreement by both Parties as to length or duration of term, pricing and past service. DLT shall notify Purchasing agent in writing as to proposed pricing and length of term no less than 60 days prior to the expiration of the initial term. Buyer shall notify DLT in writing of the intent to exercise the renewal option. However, failure to notify DLT does not waive the Buyer's right to exercise the renewal option.

5. **Payments**.

a) Payments. Buyer agrees to pay DLT within thirty (30) days after invoice date. All payments must be in U.S. dollars and shall not be deemed to have been made until the payment is received by DLT in Herndon, VA, or its remittance is made to the bank account designated by DLT. DLT reserves the right to charge interest on all overdue payments at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or any lesser amount that is the maximum permitted by applicable law.

b) Customer Non-Payment. Buyer is solely responsible for obtaining payment from its Customer. The risk of non-payment or payment in arrears by a Customer shall be borne directly by Buyer and shall not modify or otherwise affect Buyer's obligation to pay DLT any amounts owed.

c) Late Payments. If Buyer fails to make timely payment of any amount due under this Agreement, DLT shall have the right, in addition to all other rights and remedies available to DLT at law or in equity, to immediately revoke any or all credit extended, to delay, or cancel future deliveries or reduce or cancel any quantity discounts extended to Buyer.

d) Exclusion of Taxes. Prices of Offerings do not include sales, withholding, general excise, business and occupation, or similar taxes. Unless tax exempt, Buyer shall be responsible for all applicable taxes imposed, either directly or when invoiced by DLT, or provide DLT with an appropriate tax exemption certificate in a form satisfactory to DLT. In the event that any such taxes paid byBuyer are recoverable by DLT, DLT shall reimburse Buyer within thirty (30) days of such recovery, provided that Buyer has previously provided payment receipts for such paid taxesto DLT to substantiate its claim.

e) No Set-Offs. Buyer shall not deduct any amounts owed from any DLT invoice without DLT's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by DLT.

6. **Buyer Permits, Import Duties, and Taxes**. Buyer shall be responsible, at its own expense, for obtaining all necessary import, export, and other permits that are required under applicable law and, unless tax exempt, for the payment of all taxes and duties imposed on the delivery, importation, sale or licenseof the Offerings in this Quote.

7. **Delivery**. Delivery of items listed in this Quote shall be F.O.B Columbia, Missouri. Buyer shall assume all riskof loss or damage to Offerings while in transit. Buyer shall be responsible for all costs of shipping, transportation, freight, insurance, taxes and similar items. Absent shipping instructions to the contrary, DLT shall select methods and routes for shipment, but shall not assume any liability in connection with shipment or constitute any carrier as its agent.

8. **Inspection/Acceptance**. Unless otherwise stated in the Manufacturer Terms, DLT can only, and shall only tender for acceptance of those items that substantially conform to the software manufacturer's published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Buyer reserves the right to inspect or test any supplies or services that have been delivered. The Buyer may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or repair/replacement is not possible, the Buyer may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Buyer must exercise its post-acceptance rights (1) within the warranty period; and (2) beforeany substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

9. **Warranties**. DLT shall pass through to Buyer all commercial warranties provided by the manufacturer.

10. **Return Policy**. If applicable, returns shall be governed by the manufacturer's warranty and return material authorization policies in effect at the time of the return and/or the terms of the Manufacturer Terms.

11. **Restrictions**. Buyer may not reverse engineer, decompile, disassemble, or otherwise attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know how or ideas underlying or contained in the Offerings, or allow, assist or permit a third party to do any of the foregoing. In addition, except as expressly set forth in this Agreement, Buyer may not: (i) copy, modify, alter, adapt or prepare any derivative works from the Offerings, or any part thereof, (ii) rent, make available on a service bureau or hosted basis or otherwise provide temporary access to the Offerings or portion or components thereof, or (iii) allow, assist, or permit others to do any of the foregoing. Without limiting the generality of the foregoing, Buyer may not change the marks, legends, or logo's appearing on the Offerings, nor add any additional marks, legends or logo's to the Offerings without DLT's express, prior written consent.

12. **Limitation of Liability**. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL DLT, ITS AFFILIATES OR ITS LICENSORSBE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING COSTS FOR PROCUREMENT OF SUBSTITUTE OFFERINGS OR SERVICES, WHETHER OR NOT DLT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

13. **Disputes**. This License Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this License 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.

14. **Compliance with Laws**. Each party shall comply at all times with all applicable federal, state, and local laws, and all other applicable regulations under these terms and conditions.

15. **Force Majeure**. Neither DLT nor the Buyer shall be liable for any default for failure to perform its obligations under this Agreement due to acts of God, quarantine, pandemic, outbreak of disease, travel advisories, event attendees' internal travel restrictions, governmental guidance against gatherings of a certain size, epidemic, flood, fire, strikes, volcano, air space closure, ground stops, acts of public enemy, acts of superior governmental authority or any other cause beyond the reasonable control of the party whose performance is affected (each a "Force Majeure Event"). Either party shall promptly notify the other of the occurrence of a Force Majeure Event, which in its judgement, may affect the performance of its obligations under these terms and conditions.

16. **Assignments**. Buyer may not assign any rights and/or obligations under this Quote without the prior written consent of DLT.

17. **Order of Precedence**. In the event of a conflict, the order of precedence between the Parties shall be as follows: (1) DLT Quote; (2) Documents Incorporated by reference on the DLT Quote; and (3) Buyer terms and conditions (if expressly agreed to in writing by DLT).

18. **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.

19. **Hold Harmless Agreement**: To the fullest extent not prohibited by law, DLT shall indemnify and hold harmless the Buyer, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of DLT, of any subDLT (meaning anyone, including but not limited to consultants having a contract with DLT or a subDLT for part of the services), of anyone directly or indirectly employed by DLT or by any subDLT, or of anyone for whose acts DLT or its subDLT may be liable, in connection with providing these services. This

provision does not, however, require DLT to indemnify, hold harmless, or defend Buyer from its own negligence.

20. **Insurance:** DLT agrees to maintain for the duration of this Agreement, on a primary basis and at its sole expense, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by DLT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by DLT 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. DLT shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $500,000 each accident, disease each employee and disease policy limit.

    (b) Commercial General Liability. DLT shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

    (c) Business Auto Liability. DLT 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 DLT does not own automobiles, DLT 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) DLT 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. DLT agrees to endorse the City 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 City of Columbia, 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 ten (10) days prior to the Effective Date of the Agreement between the DLT and the City. DLT is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

    (f) The Parties hereto understand and agree that the City 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 City, or its elected officials or employees.

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

21. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the DLT and/or their employees and/or their subcontractors in the performance of this Agreement.

22. **Missouri Anti-discrimination Against Israel Act:** To the extent required by Missouri Revised Statute Section 34.600, DLT certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars ($100,000.00) or to contractors with fewer than ten (10) employees.

23. **Contract Documents**. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference:

Exhibit A: Quote

24. **Counterparts and Electronic Signatures:** 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.

25. **Entire Agreement:** This Agreement, with any associated Order Form, constitutes the entire agreement between DLT and Licensee with respect to Licensee's use of the Content and Platform and the parties acknowledge that they have not relied on any representations outside of this Agreement in deciding to enter into this Agreement. The failure or delay of either party to strictly enforce any of the terms and conditions in this Agreement shall not be construed as a waiver of any right to enforce any prior, concurrent, or subsequent defaults.

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF COLUMBIA, MISSOURI**

By: _____ SSC
City Manager, De,Carlon Seewood

Date: _____

ATTESTED BY:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor/mc

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. *(see list below), and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

*Account No. 07040923-504801 (Water): $15,658.20
Account No. 17440923-504801 (Electric): $24,357.20
Account No. 55506315-504801 (Sewer): $10,438.80
Account No. 55706540-504801 (Solid Waste): $1,739.80
Account No. 55806610-504801 (Storm Water): $1,739.80
Account No. 11006027-504801 (PW Engineering): $40,015.60
Account No. 11004040-501820 (Comm Development): $6,959.20
Account No. 22005520-501820 (P&R): $5,219.40

By: _____
Director of Finance

**DLT SOLUTIONS, INC**

By: Jenny Chen Digitally signed by Jenny Chen Date: 2022.09.07 14:47:59 -04'00'

Date: _____

ATTEST:

By: _____

Name: _____

DLT
A TECH DATA COMPANY

# Price Quotation

Quote: 5089988
Reference: 1708753
Date: 09/12/2022
Expires: 10/12/2022

To: David Watson
Columbia City of (MO)
600 E Broadway Ste 200
Columbia, MO 65201

Phone: (573) 874-7567
Fax:
Email: david.watson@como.gov

From: Brian Bui
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 773-1181
Fax: (703) 773-1181
Email: brian.bui@dlt.com

| # | DLT Part No. | Contract | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 1 | 9701-1004952 | OM | 3 | $1,930.50 | $5,791.50 |
| | AutoCAD - including specialized toolsets Government Single-user 3-Year Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)<br>3-Year 5% Discount C# 110001942930<br><br>**PoP:** 12/11/2022 **through** 12/10/2025 | | | | |
| 2 | 9701-1450 | OM | 26 | $1,757.25 | $45,688.50 |
| | Architecture Engineering & Construction Collection Government Single-user 3-Year Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In<br>3-Year 5% Discount C# 110003780224<br><br>**PoP:** 12/11/2022 **through** 12/10/2025 | | | | |
| 3 | 9701-1450 | OM | 30 | $1,757.25 | $52,717.50 |
| | Architecture Engineering & Construction Collection Government Single-user 3-Year Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In<br>3-Year 5% Discount C# 110003380339<br><br>**PoP:** 12/11/2022 **through** 12/10/2025 | | | | |
| 4 | 9701-1466 | OM | 2 | $965.25 | $1,930.50 |
| | AutoCAD - including specialized toolsets Government Single-user 3-Year Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In<br>3-Year 5% Discount C# 110003380339<br><br>**PoP:** 12/11/2022 **through** 12/10/2025 | | | | |

This quote is on behalf of Seiler Instrument, your local Authorized Autodesk Reseller.

Total $106,128.00

DLT
A TECH DATA COMPANY

# Price Quotation

Quote: 5089988
Reference: 1708753
Date: 09/12/2022
Expires: 10/12/2022

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES. THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

| **PLEASE REMIT PAYMENT TO:** | ACH: DLT Solutions, LLC<br>Bank of America<br>ABA # 111000012<br>Acct # 4451063799 | **-OR-** | Mail: DLT Solutions, LLC<br>P.O. Box 743359<br>Atlanta, GA 30374-3359 |
|---|---|---|---|

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.