

SUPPORT SUBSCRIPTION SERVICE AGREEMENT

(AllMax Software, LLC.), by its acceptance hereof, hereby grants to (Subscriber), a non-exclusive non-transferable subscription for support and maintenance of the following licensed software, under the terms and conditions set forth below.

Under this Agreement AllMax shall provide Subscriber with technical Support Services (see 1.3 below) for Registered, Supported, Standard Software. AllMax shall also provide Subscriber with Updates, Upgrades and Programming Error fixes released during the Support Subscription. Support information within the Software shall be controlled and updated by a Keycode, issued by AllMax upon acceptance of this Agreement and receipt of payment for the Subscription fee.

1 DEFINITIONS

- 1.1 "Registered Software" shall mean a specific Package on a specific computer system, which displays a specific Site License Number, on a copyright, and registration screen that can be displayed upon accessing the licensed software.
- 1.2 "Supported Software," means the registered software in current Version listed in Exhibit A in this document. 1.3 "Support Service" shall mean technical assistance during AllMax's normal business hours (Eastern Standard Time, Monday through Friday) as provided by AllMax. Toll-free phone assistance is available in the continental United States and portions of Canada in addition to web based remote support, fax and email support. 1.4 "Version" shall mean an evolutionary level of the Registered Software typically revised as a result of a data base change, new operating system or changes in the programming language.
- 1.5 "Release" shall mean enhancements and/or corrections to the current version of AllMax Software. 1.6 "Version Number" shall designate the version and release of registered software with the integer part designating the version and the decimal part designating the release.
- 1.7 "Programming Error" shall consist of a programming error, which can be recreated by AllMax, at AllMax's site, in the current version.
- 1.8 "Upgrade" shall mean a new version with a change to the integer part of the version number that adds significant charges or corrections.
- 1.9 "Updates" shall mean a new release with a change to the decimal part of the version number that adds significant corrections.
- 1.10 "Standard Software" shall mean any and all software provided by AllMax, does not include modified software.
- 1.11 "Modified Software" shall mean any and all customized code as performed and provided by AllMax. 1.12 "Keycode" is a licensing function, a unique numbering sequence that is provided to registered users of the software. Several types of Keycodes are used depending on the type of software license purchased. Some Keycodes are permanent while others may disable some features of the program completely if a current support contract is not purchased.

2 FEES AND PAYMENTS

- 2.1 Subscriber shall pay AllMax the total published fee specified, on an annual basis, for each module, on the invoice for this support subscription service, which is due and payable in United States Dollars. For this fee AllMax shall furnish subscriber with support subscription service for the registered software, for which services were purchased.
- 2.2 Subscriber understands and agrees that the fee is non-refundable and is exclusive of all media, shipping and handling, and documentation fees delivered to the subscriber hereunder.
- 2.3 Fee is only for the current term of the Support Subscription Services Agreement and may be subject to change thereafter.
- 2.4 In addition to any other sums payable hereunder, subscriber shall pay any and all taxes arising from, or based upon fees and associated media, shipping and handling and documentation furnished for subscriber's use including any tax, tariff, duty, property tax or assessment (but excluding taxes on AllMax net income) and related interest and penalties, if any, imposed by government authority at any time.

3 SERVICE LIMITATIONS

- 3.1 Support subscription service does not include installation of the registered software, on-site support, application design, and other consulting services or any support requested outside of normal business hours. 3.2 Subscriber shall be responsible for implementing at its expense, all changes to hardware, infrastructure, software and other items as required to support the current version of the software.

- 3.3 Subscriber understands that support services defined herein are for the currently supported version only (and not any prior versions of the standard software), as it exists without subscriber alteration.
- 3.4 Subscriber understands and accepts the risk that failure to implement all updates and upgrades furnished may render it difficult or impossible to implement changes subsequently furnished by AllMax.

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- 3.5 Failure by subscriber, when requested by AllMax to supply in writing or on machine-readable media with data and/or input necessary to recreate any alleged programming error shall relieve AllMax of its obligation to correct that programming error.
- 3.6 Should subscriber be in breach of this or any agreement with AllMax including but not limited to, past due accounts, subscriber acknowledges that AllMax shall at its discretion, suspend or terminate services under this or other similar agreements for the duration of the incurred breach without any further obligation to subscriber hereunder or there-under.
- 3.7 AllMax will provide updates and upgrades, when such become available, if support subscription services have not expired.

LIMITATION OF LIABILITY

- 4.1 ALLMAX GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON-ANY SERVICE RENDERED HEREUNDER.
- 4.2 LICENSOR'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS THE SUPPORT OF ALLMAX SOFTWARE. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED BY APPLICABLE LAW, THE PARTIES AGREE THAT LICENSOR'S LIABILITY TO LICENSEE SHALL IN NO EVENT EXCEED THE TOTAL SUPPORT FEES PAID TO LICENSOR HEREUNDER. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOST PROFITS, LOSS OF GOODWILL OR LOSS OF ANTICIPATED SAVINGS, ARISING OUT OF USE OF, OR INABILITY TO USE, THE SOFTWARE OR DOCUMENTATION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

5 TERMS AND TERMINATION

- 5.1 The terms of this agreement shall commence on the expiration date of a previous Support Subscription agreement, date the Support Subscription was purchased, and shall extend for a term as specified, typically one (1) year increments.
- 5.2 AllMax may terminate all rights to renew or extend the term of this agreement by notifying subscriber forty-five (45) days prior to the anniversary date of this agreement. In the event subscriber has paid AllMax the annual fee for an extended term prior to receiving notification that AllMax has terminated subscriber's right to extend AllMax shall refund said annual fee for that extended term.

6 GENERAL

- 6.1 Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties hereto. No modification, addition to or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation or default.
- 6.2 AllMax shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, strikes, or inability to obtain labor or materials in a timely manner.
- 6.3 This agreement shall be governed by the laws of the State Of Ohio and shall be deemed to have been entered into on the date accepted by AllMax. All questions concerning the validity and provisions, or any of the rights or obligations of the parties hereto shall be instituted and prosecuted in Hardin County in accordance with the laws of the State of Ohio.
- 6.4 If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalid.

EXHIBIT A - AllMax Software, LLC.

Operator10[®]: Water, Wastewater, Biosolids Data Management, Synexus[™] Pretreatment Data Management, Antero[™] Maintenance Data Management, OPC/DDE Interface Software, DataPort Interface Software, Historian Interface by AllMax Software.

Subscriber acknowledges that it read this agreement including all printed language, 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, and that it supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement. Subscriber also acknowledges that all packages listed above are AllMax “standard software” and have not been customized by either AllMax or any third party.

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Software & Services Quotation

AllMax Software Inc., a JDM Company
911 S. Main St.
Kenton, Ohio 43326
Phone: 1(800) 670-1867 Fax:
(419) 673-8864

Quote Number 00015799

General Information

Account Name City of Columbia MO WWTP
Bill To PO Box 6015
Columbia, MO 65205-6501
USA
Created By Doug Klima
Created Date 1/10/2024
Payment Terms Net 30



Contact Name Ben Riles
Expiration Date 1/31/2024

Product	Product Description	Quantity	Sales	Total
			Price	Price
AllMax Annual MSP Subscription - Renewal (Locally Hosted)	The AllMax Maintenance and Support Program (MSP) provides comprehensive software/user support and software updates. An MSP subscription ensures you have the tools and resources to keep your implementation functioning at peak performance.	1.00	\$5,350.00	\$5,350.00
Comments/Notes	8 User Antero License w/ OPC/DDE interface			

2024 MSP - \$5,350.00 2025 MSP - \$5,457.00 2026 MSP - \$5,621.00 2027 MSP - \$5,846.00 2028 MSP - \$6,139.00

Subtotal \$5,350.00
Total Price \$5,350.00
Grand Total \$5,350.00

BY SIGNING BELOW OR PAYING ANY AMOUNT DUE UNDER AN INVOICE THAT REFERENCES THE SUPPORT SUBSCRIPTION SERVICE AGREEMENT ("SSSA"), YOU OR THE ENTITY YOU ARE SIGNING ON BEHALF OF, AS THE CASE MAY BE, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SSSA. If you are entering into this agreement on behalf of a company or other legal

entity, you represent that you have the authority to bind such entity and its affiliates. If you do not have such authority, or if you or the entity you are signing on behalf of does not agree to be bound by the terms and conditions of the SSSA, you must not sign or otherwise accept this agreement or use the services. A COPY OF THE FULL TEXT OF THE SSSA IS AVAILABLE.

City of Columbia

By: _____
De'Carlton Seewood, City Manager *DS*

Date: _____

AllMax Software, Inc.

By: *Brandi Grimes*

Printed Name: Brandi Grimes

Date: 2/23/24

ATTEST:

By: _____
Sheela Amin, City Clerk

Date: _____

ATTEST:

By: *Doug Klima*

Date: 2/23/24

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/ek

Date: _____

CERTIFICATION: I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, account number 55506323-504801 and that there is an unencumbered balance to the credit of such account sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance