

**CITY OF LAKE WORTH BEACH STANDARD ADDENDUM
(Milsoft Agreement)**

This Addendum is made as of the _____ day of _____, 2021, by and between the **City of Lake Worth Beach**, located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida Municipal Corporation ("City") and Milsoft Utility Solutions, Inc., a Texas corporation authorized to do business in the State of Florida, located at 4400 Buffalo Gap Road, #5150, Abilene, TX 79606 ("Vendor").

In consideration of the mutual promises contained in this Addendum and contained within the Vendor Quotations, Vendor Statement of Work for Quote #50164, Vendor Statement of Work Database Conversion, and the Vendor Contract for Software License, System Installation and Support, which are attached hereto as **Exhibit "A"** (with this Addendum, the listed documents are jointly referred to as the "Contract Documents"), the City and Vendor agree as follows:

SECTION 1 – PAYMENTS

1.1 Payments shall be made within forty-five (45) days of receipt of proper invoice or be subject to interest at the rate of 1% per month from thirty (30) days after the due date, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

1.2 Support Program renewal pricing is subject to change in view of software complexity and market conditions, not to exceed 3% variance from one year to the next.

SECTION 2 – INDEMNIFICATION

2.1 Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, City agrees to be responsible for its negligent acts or omissions arising out of or related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The City shall not be required to indemnify Vendor under the Contract Documents.

**SECTION 3 – CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS;
JURY TRIAL WAIVER**

3.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

3.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 Vendor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it is not participating in a boycott of Israel. The City and Vendor agree that the City will have the right to terminate the Contract Documents if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The City and Vendor agree that this Addendum and the other Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Vendor, except by written instrument executed by the both parties hereto.

SECTION 8 – WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

9.1 The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 10 – TAXES

10.1 The City is exempt from payment of Florida State Sales and Use Tax. Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is Vendor authorized to use the City's Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

SECTION 11 –PALM BEACH COUNTY IG

11.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Vendor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 12 – INDEPENDENT CONTRACTOR

12.1 Vendor is, and shall be, in the performance of all services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services performed pursuant to the Contract Documents shall at all times, and in all places, be an employee of Vendor and shall have no claim under the Contract Documents for compensation of any kind from the City under the Contract Documents or otherwise. Vendor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract Documents on behalf of Vendor including, but not limited to, all wages, benefits and payroll taxes.

SECTION 13 – CONFIDENTIALITY

13.1 **"Confidential Information"** means the non-public information of either party, including but not limited to information relating to either party's product plans, customers, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know how that would reasonably be deemed to be trade secrets in accordance with Section 812.081, Florida Statutes and has been specifically identified in writing to the other party. Confidential Information does not include information that (a) is in, or enters, the public domain without breach of this Agreement; (b) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; the receiving party knew prior to receiving such information from the disclosing party; or (c) the receiving party develops independently without reference to the Confidential Information. Each party agrees: that it will not disclose to any third party, for its use for its own benefit or the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted herein; and that it will take reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to contest such order or requirement; or (ii) to the parties agents, representatives, subcontractors or service providers who have a need to know such information provided that such party maintain the Confidential Information on a confidential basis. Each party acknowledges and agrees that a breach of the obligations of this Section by the other party may result in irreparable injury to the disclosing party for which there will be no adequate remedy at law, and the disclosing party shall

be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by the recipient.

13.2 Notwithstanding the foregoing, Vendor acknowledges that City is a public entity subject to Chapter 119, Florida Statutes. If City receives a public records request for public records received from Vendor, including any records that may be or may contain Confidential Information, City shall promptly notify Vendor. The notice shall inform Vendor that it must promptly inform City, in writing, whether or not Vendor claims an exemption to the release of part or all of the requested public record. If Vendor claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If Vendor claims that an exemption applies to part of a requested public record, Vendor shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If Vendor promptly notifies City of a claim of exemption, City shall review the exemption claimed and decide whether to release the public records. If Vendor fails to promptly notify City that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and City shall release the record as requested.

13.3 Vendor will indemnify, defend, and hold City, City's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by City with counsel of City's choice but at the expense of Vendor, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by Vendor.

SECTION 14 – PUBLIC RECORDS LAW

14.1 Public Records: Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the services.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents following completion of the Contract Documents if the Vendor does not transfer the records to the City.
- d. Upon completion of the Contract Documents, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to

perform the service. If Vendor transfers all public records to the City upon completion of the Contract Documents, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract Documents, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 15 – TIME

15.1 Time is of the essence for the performance of all work/services by Vendor under the Contract Documents.

SECTION 16 – INFRINGEMENT INDEMNITY

16.1 Vendor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by Vendor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. Vendor will indemnify and hold harmless the City against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Vendor is promptly notified in writing of such claim or suit, (ii) Vendor will have the sole control of the defense and settlement thereof, and (iii) City furnishes Vendor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of Vendor.

- a. In the event of a claim of infringement, Vendor shall, at its option:
 1. procure for City the right to continue using the deliverables provided under the Contract Documents; or
 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 3. If neither of the above actions is reasonably feasible, Vendor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables.
- b. Vendor will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by Vendor or by its recommendation;
or
 2. combination of the deliverables with products other than those supplied by Vendor;
 3. the alleged infringement or misappropriation relates to such modification or combination; and/or
 4. the specifications or written direction of the City directs Vendor to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with Vendor's products, services, or work product.
- c. Vendor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.
- d. Vendor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Vendor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

SECTION 17 – BUDGET AND APPROPRIATION

17.1 Vendor acknowledges and agrees that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated therewith in any fiscal year of the City. Based upon the timeframes set forth in the Contract Documents, the City agrees that it has the funding available for the current fiscal year (FY 2020-2021) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the City's payment obligations as stated in the Contract Documents; however, the City's future funding obligations as stated herein are all subject to the City's annual budgeting and appropriation process. Vendor understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the City nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. In the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the City will notify Vendor of such occurrence and either the City or Vendor may terminate the Contract Documents by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Vendor for all services performed under the Contract Documents through the date of termination.

SECTION 18 – EVENT OF DEFAULT AND REMEDIES

18.1 Each of the following shall be an "Event of Default" under the Contract Documents:
(a) Vendor fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of VENDOR to be observed or performed, and Vendor fails to

remedy the same within thirty (30) days after notice from the City; and (b) the City fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of the City to be observed or performed, and the City fails to remedy the same within thirty (30) days after notice from Vendor. However, if the City's or Vendor's Event of Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter proceeds with the curing of the default.

18.2 Except for the City's non-payment due to a lack of budget and appropriation as set forth in section 17 above, if an Event of Default is not cured within the timeframes set forth above by the City, Vendor shall have all rights and remedies under the Contract Documents against the City. The City shall have all rights and remedies available to it under applicable law including termination of the Contract Documents for breach.

SECTION 19 – DISPUTE RESOLUTION

19.1 The City shall not be required to enter into arbitration under the Contract Documents.

SECTION 20 – LIMITATION OF LIABILITY

20.1 The liability of both parties, regardless of legal theory shall not be greater than the fees actually paid by City to Vendor in connection with the products or services at issue during the twelve (12) month period immediately preceding the date upon which such claim accrued.

SECTION 21 – NO CONSEQUENTIAL DAMAGES

21.1 In no event shall City be liable to Vendor for any incidental, special, indirect, consequential, or punitive damages arising out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

SECTION 22 – E-VERIFY

22.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, Vendor shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to City upon Request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Contract Documents; and

f. Be aware that if City terminates the Contract Documents under Section 448.095(2)(e), Florida Statutes, Vendor may not be awarded a contract for at least one (1) year after the date on which the Contract Documents are terminated and will be liable for any additional costs incurred by City as a result of termination of the Contract Documents.

SECTION 23 – AMENDMENT

23.1 The Contract Documents may be amended only by mutual written agreement of the parties.

SECTION 24 – EXECUTION AND EFFECTIVENESS

24.1 The Contract Documents may be executed digitally or electronically by the parties and such execution will serve as and have the same effect as an original signature.

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

[VENDOR]
MILSOFT UTILITY SOLUTIONS, INC.

By: Adam Turner

Print Name: Adam Turner

Print Position: CEO of Business Operations

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 17th day of JUN, 2021, by Adam Turner, as CEO of Business Operations of Milsoft Utility Solutions, Inc., a corporation authorized to do business in the State of Florida, and who was physically present and who is personally known to me or who has produced the following _____ as identification.

[SEAL]

Notary Public: Sterling Skidgel



EXHIBIT "A"

Vendor Quotations, Vendor Statement of Work for Quote #50164, Vendor Statement of Work Database Conversion, and the Vendor Contract for Software License, System Installation and Support (29 pages total)



Schedule A

Quote Number:	50164
Date Created:	01-26-2021
Account Manager:	Julie Henry
E-mail:	julie.henry@milsoft.com
Phone:	(800) 344-5647
Valid Until:	04-26-2021

Bill To	Ship To
Paul Nicholas	Paul Nicholas
Lake Worth Beach, City of	Lake Worth Beach, City of
1900 2nd Avenue N	1900 2nd Avenue N
Lake Worth, FL,	Lake Worth, FL,
33461-4298	33461-4298
USA	USA

Geographic Information Systems

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	WindMilMap® 1st Seat WindMilMap® is an extension to the ESRI ArcGIS product line that enables the creation and editing of the Milsoft Circuit Model in the ESRI environment. Includes Circuit Model server applications to keep data in sync with other Milsoft applications. WindMil® edit only is included. Support program available - see Terms & Conditions.	\$20,000.00	\$19,000.00	5.00%

Note: ESRI products are required but not included.

1.00	WindMilMap® Additional Seat An additional seat of WindMilMap®, an extension to the ESRI ArcGIS product line that enables the creation and editing of the Milsoft Circuit Model in the ESRI environment. Includes Circuit Model server applications to keep data in sync with other Milsoft applications. WindMil® edit only is included. Support program available - see Terms & Conditions.	\$5,000.00	\$4,750.00	5.00%
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Note: ESRI products are required but not included.

Subtotal:	\$25,000.00
Discount:	\$1,250.00
Discounted	\$23,750.00
Subtotal:	
Total:	\$23,750.00

Engineering Analysis

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	Milsoft Engineering Analysis Includes (1) seat each of WindMil®, LightTable®, Landbase®, Streaming Landbase®, Contingency Study, and Reliability Analysis. Support program available - see Terms & Conditions.	\$32,500.00	\$30,875.00	5.00%

1.00	Milsoft Engineering Analysis - Additional seat Includes (1) additional seat of Milsoft Engineering Analysis (WindMil®, LightTable®, LandBase®, Streaming LandBase, Contingency Study, and Reliability Analysis). Support program available - see Terms & Conditions.	\$5,000.00	\$4,750.00	5.00%
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Subtotal:	\$37,500.00
Discount:	\$1,875.00
Discounted Subtotal:	\$35,625.00
Total:	\$35,625.00

Outage Management

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	DisSPatch® Site License (25,001 - 50,000 Meters) DisSPatch® offers an effective way to quickly detect, analyze and respond to power outages. Includes Enhanced Crew Management. Support program available - See Terms & Conditions.	\$55,000.00	\$33,000.00	40.00%

* Optimal performance contingent upon hardware specification adherence.

Subtotal:	\$55,000.00
Discount:	\$22,000.00
Discounted Subtotal:	\$33,000.00
Total:	\$33,000.00

Services

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	Database Conversion A database conversion process converts data from one format to another and establishes the electrical connectivity in the new environment to the extent possible by the data represented. The conversion includes a customer migration application. Support program available.	\$25,000.00	\$25,000.00	0.00%
1.00	Work Order Entry Service work to create/update a GIS electrical model in WindMilMap from data provided by customer. Requires data review	\$19,980.00	\$19,980.00	0.00%
1.00	Integration Configuration A Milsoft integration configured for MultiSpeak compatible products. See Terms and Conditions.	\$10,000.00	\$10,000.00	0.00%

Subtotal:	\$54,980.00
Discount:	\$0.00
Discounted Subtotal:	\$54,980.00
Total:	\$54,980.00

Training

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	Initial GIS Setup / Training Includes: three (3) days of initial virtual GIS training, software installation and configuration.	\$15,000.00	\$5,000.00	0.00%
1.00	Initial EA Setup / Training Includes: three (3) days of initial virtual EA training, software installation and configuration.	\$15,000.00	\$5,000.00	0.00%

1.00	Initial OMS Setup / Training Includes: three (3) days of initial virtual OMS training, software installation and configuration.	\$15,000.00	\$5,000.00	0.00%
1.00	Onsite Go Live 2 Day Two (2) days of onsite Go-Live support and all related travel expenses. Curriculum chosen by Customer. Support program not available.	\$8,000.00	\$8,000.00	0.00%

Subtotal:	\$23,000.00
Discount:	\$0.00
Discounted Subtotal:	\$23,000.00
Total:	\$23,000.00

Grand Total	
Subtotal:	\$195,480.00
Discount:	\$25,125.00
Discounted Subtotal:	\$170,355.00
Total:	\$170,355.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable.

Terms and Conditions - Geographic Information Systems - WindMilMap®**Payment Terms for New Systems - All Seats**

- GIS Software – 33% upon installation, 33% upon training completion, 34% upon system go-live
- GIS Training – 100% upon delivery of training
- Payment due upon receipt of invoice, Net 30 days

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- ESRI
- Support Program
 - Annual support at the rate of 20% of the full retail price
 - Support invoiced separately upon install

Terms & Conditions – WindMil®, LightTable®, LandBase with Streaming LB, Contingency Study, Reliability Analysis**Payment Terms**

- Payment due upon receipt of invoice; Net 30 days
- EA Software – 33% upon installation, 33% upon training completion, 34% upon system go-live
- EA Training – 100% upon delivery of training

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- Support Program
 - Annual support at the rate of 20% of the full retail price
 - Annual support invoiced separately after key is sent

IMPORTANT! Customer's Hardware and Operating System (OS) Requirements

Customer, before signing below, please check online to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your computers and devices, through the following link to our sharefile:

<https://milsoft.sharefile.com/d-s66e85c71ca643bd9>

Terms & Conditions - Database Conversion with WindMilMap®**Payment Terms**

- Payment due upon receipt of invoice
- 75% invoiced after quote acceptance
- 25% invoiced upon delivery of final conversion

Price Exclusions

- Hardware
- Microsoft® SQL Server™

Terms & Conditions - OMS DisSPatch® Site License

Payment Terms

- Payment due upon receipt of invoice, Net 30 days
- OMS Software – 33% upon installation, 33% upon training completion, 34% upon system go-live
- OMS Integration – 100 % upon system go-live
- OMS Training – 100% upon delivery of training
- Payment must be in USD

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- Costs incurred as a result of Customer requested changes
- Custom Reports
- Support Program
 - Annual support at the rate of 20% of the full list price
 - Support invoiced separately upon completed installation
- Initial Training or Configuration
- Any pre-installation site visit expenses

Terms & Conditions - Integration Configuration

Payment Terms

- See OMS payment milestone

Price Exclusions

- Hardware
- Support Program
 - Annual support at the rate of 20% of the full list price
 - Support invoiced separately upon completed installation

Terms & Conditions - Services - Work Order Entry

Payment Terms

- Hours used will be billed quarterly
- Payment must be made in USD

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____



**Statement of Work for
Quote# 50164**

City of Lake Worth Beach
1900 2nd Avenue N
Lake Worth, FL 33461-4298

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Introduction/Background

The City of Lake Worth Beach (hereafter referred to as “**Customer**”) is contracting Milsoft Utility Solutions (hereafter referred to as “**Milsoft**”) to provide several components of software comprising the Core E&O system. This project also includes initial deployment of software/services as well as delivery of Training. The Customer is also contracting Milsoft to provide a Database Conversion.

The Statement of Work below requires Customer signature on both the prerequisite documents: the Quote and the Software License Agreement.

Scope of Work

The Scope of Work is limited to the installation, configuration, or delivery of the line items listed on **Quote# 50164**, and as agreed to in the Software License Agreement.

- Database Conversion (See separate SOW)
- Installation and configuration of the Core E&O System, comprised of the following:
 - Milsoft Geographic Information System (GIS) – WindMilMap
 - Milsoft Engineering Analysis (EA) – WindMil
 - Milsoft Outage Management (OMS) – DisSPatch System
 - Approved Integrations for Tantalus and Naviline
- Initial GIS Training
- Initial EA Training
- Initial OMS Training

No other work, software, or deliverables are included or implied.

Place of Performance

Milsoft will perform work at one or more of the following places:

- Abilene, Texas
- On Site

Milsoft uses Milsoft Connect (our branded version of ConnectWise Control) to perform all remote work. We chose to use this product because it allows us to assist our customers upon demand with immediate support. ConnectWise Control Support gives our techs full remote access to remotely control, troubleshoot, and update client devices remotely in real-time for immediate resolution. ConnectWise is also routinely and thoroughly audited by independent third-party organizations and government agencies to ensure our products and practices comply with global and regional regulations and standards. They are SOC 2 Type 2 certified.

Customer Deliverables

The Customer is responsible for providing all required data for the Database Conversion. The City of Lake Worth Beach has the ability to export their data in a format that can be ingested into the Milsoft system for conversion. Milsoft performed a gap analysis using the methods described. This was necessary to ensure the project could be executed as planned. The exported data will be models, customer information, etc., and any integration data, such as URLs and credentials for integration configuration. Please refer to the Database Conversion Statement of Work for details regarding the conversion process, and deliverables required.

Customer will provide the required hardware (VM or Physical machine) that meets or exceeds the Milsoft Hardware and Software Requirements for the installation of the software components listed in the Quote. Milsoft can aid the customer in defining the number and type of servers needed during the Project Management process. Hardware should be ordered within two (2) months of signing this SOW.

The Customer will also provide Milsoft with all required access to the system. Adequate permissions, usually Local Admin, are also required for installation and configuration. The Customer will make any required network changes, such as permissions in firewalls and exceptions in antivirus/antimalware programs in order for the Milsoft software to function.

Milsoft Deliverables

Milsoft will deliver a converted model based on the data provided by the customer. See the Database Conversion Statement of Work for full details.

Milsoft will install the required software on Customer's system. This is performed remotely using Milsoft Connect.

For the Core E&O System (EA, GIS, and OMS), Milsoft will deliver access as described in the quote to the following applications: WindMil[®], LightTable[®], WindMilMap[®], DisSPatch[®], Calls Manager, Crew Manager, Reports, Internal Web Outage Viewer, and Public Web Outage Viewer. The Core E&O system is to be installed on-site on customer-provided infrastructure.

Milsoft offers multiple approved integrations with 3rd party vendors. Milsoft will assist Customer in configuring any approved integrations from the QA Validated Integrations list (vendors who have undergone vendor-to-vendor testing and validation). Milsoft will provide Assertion Documents for any integrations that the utility wishes to pursue. Individual integrations may have different data or setup requirements.

Milsoft will perform configuration work, and will prepare the system for use by the Customer, including preparing the system for Training, and cleaning up training data after Training has concluded.

Timeline

The schedule for deployment will depend upon the availability of the Milsoft technicians and resources, as well as the availability of the Customer staff, timeliness of the customer deliverables, and the number of customizations or configuration changes that the Customer is requesting. Typical deployments of Core E&O software with a Database Conversion and training take between six (6) and twelve (12) months, depending on the complexity of the conversion, and training schedules. Delays past the typical deployment timeframe may be experienced if the Customer does not meet deadlines in providing deliverables.

- Kickoff Call (1 day)
- Database Conversion (4 months)
 - Initial Data Upload (1 week)
 - Gap Analysis (2 weeks)
 - Gap Analysis Results (1 day)
 - Additional Requested Data Gathered/Uploaded (2 weeks)
 - Initial converted model (6 weeks)
 - Additional edits, improvements, as needed (6 weeks)
 - Final converted model provided to Install team (1 day)
- Core E&O Software Installation (1 day)
- Core E&O System Configuration & Integration Configuration (1 month)
 - Any specified integrations in the Quote
 - Configuration of Flat File for importing the customer data via ConsImport for Naviline. Milsoft will work with the customer and Naviline to design a .csv file that will be passed back and forth at a predetermined, scheduled time daily. If the file is needed more than once a day, that can be scheduled. Once the file is set, everything will run automatically. This will be the method of integration used with Naviline. If there are changes made to Naviline that require a change to the Milsoft flat-file that will be handled at no charge to the city.
 - Integration via MultiSpeak for Tantalus. Milsoft utilizes Real Time MultiSpeak web service interfaces to define and implement the data transport. Each web service consists of one or more methods. MultiSpeak uses Web Service Description Language (WSDL) files to document the methods and define which messages are required to achieve the goals of each method. MultiSpeak Integration enables vendors, and utilities, to develop interoperable interfaces that assure utility customers that software products from different suppliers interoperate without requiring the development of expensive custom interfaces. Milsoft has worked with Tantalus in the past and successfully implemented MultiSpeak integration. As with any MultiSpeak vendor any change made to software does not affect the integration with other MultiSpeak vendors.
 - Validation of system before training
 - Clean-up of training data before Go-Live
- Training (1-2 months, each training provided in one week Tues-Thurs, with gaps in between if additional post-model-deliver clean-up is needed)



- GIS Training (3 days)
- EA Training (3 days)
- OMS Training (3 days)

Training is typically provided shortly after the deployment of the software subject to coordination of Milsoft training resources and the availability of the Customer to host the training. The order of the training is typically GIS first, EA second, and OMS third. Customers usually begin using the software as soon as training for those applications have been completed. Go-live for GIS following the GIS Training, Go-live for EA following the EA Training, and Go-live for OMS following the OMS Training. However, the timeline for Go-Live is up to the customer to determine with assistance and guidance from the Milsoft trainers.



Change Orders

Any modification to this Statement of Work must be requested in writing, reviewed, and agreed to by both parties. Any Change Order will be created by Milsoft and submitted for Customer review and approval. Such changes may result in required adjustment of the project deadlines or cost.

Once reviewed, approved, and signed by a Chief Executive Officer of Milsoft and binding authority of Customer, the Change Order will become effective.

Statement of Work Acceptance

MILSOFT UTILITY SOLUTIONS, INC.

City of Lake Worth Beach

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



STATEMENT OF WORK

DATABASE CONVERSION

Prepared for Milsoft customer:

[Paul Nicholas
City of Lake Worth Beach
1900 2nd Avenue N
Lake Worth, FL 33461]

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Introduction/Background

[City of Lake Worth Beach] (hereafter referred to as “**Customer**”) has engaged Milsoft Utility Solutions (hereafter referred to as “**Milsoft**”) to convert data from [Futura GIS] to a format that is compatible with the Milsoft’s Engineering and Operations (E&O) Model. The database conversion process is interdependent between Customer and Milsoft and will require several review iterations.

Scope of Work

The scope of work is limited to electrical circuit elements and map points recognized by Milsoft’s E&O software. Corrections or modification to the source data will be the responsibility of Customer and will not be included in Milsoft’s scope of work.

Place of Performance

Milsoft will perform work at one or all of the following places:

- Abilene, Texas

Data Sources

- Customer-supplied data sets correlated to Attachment A
- Supplemental data outside Customer data set in compliance with Attachment A

Data Destination

- Milsoft E&O Model (FairCom)
- Milsoft Data Set/Internal Tables (MS SQL)

Conversion Process

During the conversion process, Milsoft will expect Customer to provide prompt (typically within two business days) and detailed reviews of mapped and converted data. Milsoft cannot provide any missing data or independently identify/fix latent data errors. Engineering assumptions (e.g. snapping transformers and lines to poles based on proximity) will be used to create data. However, assumptions are not guaranteed to be engineering-accurate.

1. Milsoft will be using a secure ShareFile Account for all data transfers between the City and Milsoft. Ease and security are the most important factors when passing data between Milsoft and customers. Milsoft has chosen to move to ShareFile Account sharing to pass data. Security of your data is vital to the integrity of our business. Using ShareFile provides a platform using industry-leading security standards when sharing confidential files. Files are kept secure during transfer with

SSL/TLS encryption protocols. In the cloud, the storage of your files is kept safe using AES 256-bit encryption. Using SSAE 16 Type II certified data centers, all your indispensable company data is stored in proven and trusted cloud infrastructure, standards used by leading e-commerce websites, and in internet banking. Your Milsoft tech will provide a ShareFile account to be used to exchange all customer data files. This account information will be communicated to the customer prior to the kick-off call.

2. Milsoft will initiate and conduct a database conversion project kick-off call with Customer team to discuss and identify:
 - a. Required Interfaces (e.g. Billing, AMI, Staking ...)
 - b. Grid Requirements
 - c. Coordinate System
 - d. Workflow
 - e. Data Sources and Request Data
 - f. Project Contacts
3. If Customer wishes to use grid-based naming within the Milsoft E&O Model, a schema must be provided by Customer supplying unique element names which can be programmatically defined within the Milsoft E&O Model. The grid-based naming may be used for all electrical elements within the Milsoft E&O Model. Customer is responsible for all renaming of elements within Customer's model and database.
4. Customer will be provided an evaluation of Customer's electric model including overall accuracy (Gap Analysis). Missing or inaccurate information will be detailed so Customer can update the source data.
5. Database conversion will be limited to data from Customer's data sources selected by Milsoft. Milsoft will create data mappings based on Customer's data and Milsoft's standardized file structure. In the event that the element data required for a connectivity model is not provided, Milsoft will insert the elements without electrical connectivity. Customer is responsible for data cleanup not provided in source data.
6. [The transmission portion of the electric model, if contracted by Customer, can be included in the conversion; however, transmission will be isolated/disconnected from the distribution network model to optimize outage predictions.
7. Milsoft supports Center Tap transformer modeling; however, not all 3rd party software systems recognize Xn phasing. If Customer requires Center Tap transformer modeling in WindMil/EA and standard phasing for Outage Management or Staking, Milsoft recommends the model be delivered in standard phasing (A/B/C). Altering existing single-phase transformers to Center Tap is relatively easy using WindMil tools prior to running analysis. Typically, two and three phase Power & Light transformer banks require engineering assumptions because the source data doesn't identify which transformer is center tapped. The Customer has the ability to store Center Tap information in the transformer unit table (external SQL table) even when only standard phasing is selected. |



8. After initial conversion, Milsoft will conduct an evaluation of Customer's electric model and provide a report assessing the overall accuracy. The report will detail missing or inaccurate information. It is Customer's responsibility to update source data.

Milsoft will provide Customer with ongoing analysis of the data quality throughout the conversion process, and will work with Customer to address any issues.

CUSTOMER DELIVERABLES

1. Customer will provide a defined detailed list of data requested by Milsoft, and linking information for Internal Tables in their database by:
 - a. Collectively determining how equipment not presently modeled by Milsoft will be handled to include underground switchgear, feed-thru cabinets, pad-mounted transformers, and open-points.
 - b. Defining:
 - i. Naming conventions
 - ii. Unique identifiers required to link devices in the Milsoft E&O Model to Internal data
 - iii. Attributes to use for the Milsoft E&O Model's equipment device definitions (EQDB)
2. Customer will provide the current data source to be used for the conversion and attribute data associated with the model elements to be used with Milsoft Internal Tables prior to the start of the conversion project.
3. Customer must establish a cut-off date for posting changes to the source data prior to the final conversion and the transition to the Milsoft E&O Model.

Customer will make corrections to the source data requested by Milsoft as errors and/or inconsistencies surface during the joint reviews of the Milsoft E&O Model generated by the database conversion. Corrections will be completed and returned to Milsoft within two (2) business days to prevent software installation delays for Customer. Customer may elect to forego some corrections at their discretion if the corrections cannot be made in a timely manner prior to the cut-off date.

MILSOFT DELIVERABLES

1. Milsoft will deliver a completed Milsoft E&O Model and attribute data associated with the model elements in the form of Milsoft Internal Tables (MS SQL). This delivery is contingent upon the timely participation and prompt responses of Customer throughout the data conversion work.



2. Upon request, a virtual machine will be hosted for Customer to facilitate the review of their converted data using Milsoft's WindMil software. If Customer is not familiar with WindMil, basic training can be obtained by contacting Milsoft.
3. Milsoft will convert Customer data using proprietary coding and conducting detailed quality assurance reviews of the Milsoft E&O Model and data provided from the data conversion.
4. Milsoft will initiate joint reviews of the Milsoft E&O Model throughout the conversion process.
 - a. Programmatic changes to correct issues discovered during joint reviews will be completed by Milsoft.
 - b. Customer and Milsoft will evaluate progress toward a final conversion and cut-off date after the second data review.
 - c. All third-party updates must be posted prior to the cut-off date.

INSTALLATION

Milsoft will install the Milsoft E&O Model on Customer's system following the review of the final conversion.

POST INSTALLATION CUSTOMER DATA REVIEW AND CLEAN-UP

Customer will receive Milsoft Standardized Tables and "External Tables" (MS SQL) with the completed data conversion. Only source tables relevant to the conversion will be stored in the Milsoft Standardized Tables. The "External Tables" typically contain fields that have a great deal of redundant and legacy data that could unnecessarily inhibit the performance of the software; therefore, Milsoft will leave "external tables" turned off upon delivery, to optimize performance of the system while retaining the legacy data Customer might need for other purposes.

If Customer wishes to link the "external tables," Customer is advised to use SQL Server to review the database and delete data fields that are redundant or no longer required. Depending on the amount of extraneous data contained within the original database, this can be a significant task, but failure to review and delete legacy "external tables" SQL data fields can cause sluggish performance of Milsoft products.

Wholesale deletion of the "external tables" database is an option, as it is provided as an archive of the data Milsoft received. Such deletion is only recommended once Customer is certain they have no need for this archived data.



Database Acceptance Criteria

Acceptance of the database conversion will occur when Customer has reviewed the conversion and found no significant errors within Milsoft's scope of work.

Change Orders

Any modification to this Statement of Work must be requested by one party's Project Manager (PM) to the other party's PM, reviewed, and agreed to by both parties. Any proposed Change Order will be drafted by Milsoft and submitted for Customer review and approval. Such changes may result in required adjustment of the project deadlines or additional fees; any change that requires an increase in cost should be coordinated through the RAM and Customer. Once signed by Milsoft's CEO of Business Operations and Customer's authorized representative, the Change Order will become effective.

Statement of Work Acceptance/Authorization

MILSOFT UTILITY SOLUTIONS, INC.

[Paul Nicholas]

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

Project Acceptance by Customer upon Completion

By: _____
Signature of Customer Representative

Printed Name & Title

Date

Attachment A: Customer data required to complete Milsoft E&O Model.

Customers Coordinate System and Projection (WGS-84) to be used

Customers Location Data for each element

The Parent and Child data (Up-line & Down-line) information for all model elements

Equipment Database (eqdb) (if current WindMil customer)

Elements

Each data element must be identified. Elements are required to have a unique name, type and include attribute data listed in this attachment.

1. Overhead
 - a. Unique Name (ID) include preferred prefixes to distinguish OHP, OHS
 - b. Phase Data
 - c. Conductor Definitions (both phase and neutral conductors)
 - d. Impedance Length
2. Underground
 - a. Unique Name (ID) include preferred prefixes to distinguish UGP, UGS
 - b. Phase Data
 - c. Conductor Definitions (phase conductor, if neutral is concentric, or tape shield)
 - d. Impedance Length
3. Regulator
 - a. Unique Name (ID) include preferred prefix
 - b. Phase Data (phase of the bank, include the controlling phase where applicable)
 - c. Regulator Size (in kva or amps/designate equipment definition)
 - d. Voltage Level
 - e. LD Comp R&X (preferred)
 - f. First House High & Low (preferred)
4. Transformer
 - a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Winding Connections
 - d. Transformer Equipment/Impedance Definition

- e. Rated L-L Input Voltage
 - f. Rated L-L Output Voltage
 - g. Nominal of Output System
 - h. Overhead, Step, or Pad Mounted? – Transclosures will be typed as Pad-Mounted. If identified in the data, they can be given unit tables in the External Data Tables
 - i. kva data
 - j. input/output voltage data (preferably line-to-line)
5. Switch
- a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Switch Status (open/closed/looped)
 - d. Switch ID (optional)
 - e. Open Points can be modeled as switches, or nodes, if data supports this. This will require a unique prefix (OP)
6. Source
- a. Unique Name (ID)
 - b. Phase Order (↻) Data (position of lines leaving substation)
 - c. Impedance Code Minimum (often this is the substation number and name)
 - d. Impedance Code Maximum (often this is the substation number and name)
 - e. Sub Number (optional)
 - f. Bus Voltage
 - g. Overhead Ground Ohms
 - h. Underground Ground Ohms
 - i. Nominal L-G
 - j. Nominal L-L
 - k. Connection (wye/delta)
 - l. Regulation (yes or no)
7. Generator
- a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Generator Model
 - d. Total Generator kVA
 - e. PU Volts
 - f. Output (kW)
 - g. Maximum Leading Output (kvar)
 - h. Maximum Lagging Output (kvar)
 - i. Connection (wye/delta)
8. Motor
- a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Motor Mode (example: horse power)
 - d. Total Motor HP

- e. Rated LG Volts
 - f. Rated LL Volts
 - g. Load in kW
 - h. Load in kVAR
 - i. Motor Status (off/on)
 - j. Locked Rotor
 - k. Soft Start (if applicable)
9. Device
- a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. Device Code (example: 3-phase operation)
 - d. Device Status (phase open/closed)
 - e. If Feeder Device (require feeder number/feeder alias)
 - f. Device Equipment Definitions
 - g. Current and Link Ratings, Device Type data
10. Capacitor
- a. Unique Name (ID) include preferred prefix
 - b. Phase Data
 - c. How Capacitor Bank Connected (series/shunt)
 - d. Capacitor Connection (same as parent/wye/delta)
 - e. Capacitor kVAR Rating (total/phase)
11. Consumer
- a. Unique Name (ID) unique tie between model and CIS
 - b. Phase Data
 - c. Active (yes/no)
 - d. Consumer Type (example: residential/small commercial/traffic light)
 - e. Meter Number
12. Map Points and Assemblies (requires all domain values and codes necessary for identifying the proper categories noted below)
- a. Assembly Label/Code
 - b. Parent Type
 - i. Pole
 - ii. Junction Box
 - iii. Tower
 - iv. Pad
 - v. Pedestal
 - vi. Enclosure
 - vii. Vault
 - viii. Pull Box
 - ix. Marker
 - x. Light
 - xi. Surface Structure

- xii. Foreign Structure
 - xiii. Storage Location
 - xiv. Non-Utility Facility
- c. Quantity

13. The foregoing list contains data elements and attributes Milsoft typically requires to build an E&O Model. If the data supplied does not contain all information needed, Milsoft will request missing data from Customer. If Customer does not have all data required, Milsoft will work with Customer to establish default values where possible. Milsoft reserves the right to define what data is needed to create the Milsoft E&O Model and External Tables.

Potential Data Sources

The list of potential data sources is will be tailored to each Customer. This list is typical of ESRI based GIS users:

1. ESRI Personal Geodatabase (.mdb) without class extensions
2. Billing Export, (.csv) format is preferred, with column headers
3. If using ArcSDE please provide a SQL back up file (.bak)
4. ESRI Domains and Coded Values
5. Any substation 1-line drawings that show substation regulators/transformers/reclosers, etc
6. Copy of the Engineer's WindMil model and corresponding equipment database (eqdb) (if available)
7. Shape Files of Landbase (roads, water ways, board districts, etc...)
8. Shape File of Grid used for Grid-based naming, along with the format of the Grid naming
9. List of switchgear, including Manufacturer, Type (Box/Retangular) and Configuration (Example: S&C PME-9)
10. Percent Impedance, X/R, and NL Losses values for transformers (typically from the Engineer)
11. Substation impedance information (positive/negative/zero sequence values)
12. Line Reclosers and Sectionalizers information (Manufacturer/Current Rating/Type) if not contained within the GIS database
14. Export of CIS Transformer database in (.csv) format with column headers
15. Any additional notes, data, etc. that are pertinent to the final converted model, but not contained within the GIS database.

Milsoft Utility Solutions Contract for Software License, System Installation and Support

This Contract for Software License, System Installation and Support (hereinafter referred to as "Contract") is entered into by and between **City of LAKE WORTH BEACH, Florida** (hereinafter referred to as "Customer") and **Milsoft Utility Solutions, Inc.**, a Texas corporation (hereinafter referred to as "Milsoft"), and is effective on the date signed by the latter of Customer and Milsoft (the "Effective Date").

Whereas, Customer has the desire and capacity to procure from Milsoft the authorized use of its proprietary software known as **EA: WindMil®, LightTable®, LandBase™ with Streaming LB, Contingency Study, and Reliability Analysis; GIS: WindMilMap® with Database Conversion; OMS: DisSPatch® Site License with Enhanced Crew Management™ ; Integration Configuration** (the "System"), more particularly identified in Section 1 below; and

Whereas, Milsoft has the desire and capability to furnish and support the System for Customer as quoted and in accordance with the terms and conditions of this Contract;

Now, therefore, in consideration of the premises, the Contract Price and the respective covenants contained herein, the Customer and Milsoft (the "parties") hereby agree as follows:

1. **SYSTEM.** The System (or "System Components") shall consist of the licensed System software (the "Software"), the System hardware (the "Hardware") and the telephonic components, if any, described in Milsoft **Quote # 50164**, constituting "**Schedule A**" for purposes of this Contract and incorporated herein by reference as if fully set forth, as well as any additional Software and/or Services that may be added by license or subscription described in subsequent quote(s) offered by Milsoft and accepted by Customer, in writing, to serve as Addendum hereto.
2. **CONTRACT PRICE; TERMS OF PAYMENT.** The itemized and/or aggregate pricing for the System Components, basic installation, training if included, and software license (collectively the base "Contract Price") is set forth in **Schedule A**, together with the terms of payment. Prices and payments in USD only.
3. **STATEMENT OF WORK.** If and to the extent deemed necessary by Milsoft, the Parties shall in good faith mutually develop and agree upon a Statement of Work ("SOW") to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project. Should the Parties be unable to agree upon the SOW within [30] calendar days after entering into this Contract, either Party may elect to terminate this Contract by giving written notice to the other, without necessity of default, whereupon the termination shall be effective in one week (7 calendar days after notice) if no agreement as to the SOW be reached.
4. **DELIVERY, INSTALLATION AND TURNOVER.** For the Contract Price and in accordance with the SOW (if applicable), Milsoft shall deliver the System Components to the Customer's location identified in **Schedule A** and, subject to Customer's preparatory compliance as described in Section 7, shall install the System on site, or by remote electronic delivery, or combination thereof as appropriate. The Turnover Date shall be the date, after completion of installation and testing, upon which Milsoft turns over the System to Customer for fully operational use.
5. **TRAINING.** Milsoft shall provide basic System administration and user training to Customer's designated employees, if and as may be described in more detail in the Statement of Work or **Schedule A**.
6. **SUPPORT SERVICES.** Customer will be eligible to participate in Milsoft's long-term, annually renewable support program (the "Support Program") for technical and user support, Software fixes/patches, and upgrades to future Software editions. The Support Program is offered at an initial annual rate of **20% of the Retail Price** (i.e. current list price) of the Software as of the Effective Date of this Contract, excluding any discounts, plus any applicable sales taxes. Renewal pricing is subject to change in view of software complexity and market conditions, within a variance of 3% of said Retail Price from one year to the next. If payment is not received when due, Milsoft may withhold services until paid. In the event Customer declines or discontinues its participation in the Support Program, in order to again be eligible to receive support Customer may be required to upgrade and/or agree to pay an increased rate based upon the extent of maintenance missed and appropriate to the circumstances.

For purposes of this Contract, support of the Software means:

- support related to System applications;
- delivery of Software fixes/patches;

- delivery of upgrades to the latest Software versions made available by Milsoft.

For the purposes of this Contract, support of the Hardware (if any) provided hereunder by Milsoft, means:

- escalation of issues for timely resolution with manufactures/suppliers of such Hardware;
- coordination of Hardware service with such Hardware manufacturers;
- facilitate repair or replacement of such Hardware consistent with the terms of any applicable manufacturer warranty(ies).

Hours of support availability will be 24 hours/day, 7 days/week, year-round for outage management and Milsoft communications systems; and 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excepting normal business holidays observed by Milsoft, for all other support issues. With prior notice and as reasonably requested, Customer shall allow online access to the System and sufficient access to Customer's premises as needed for Milsoft to provide its support services.

The services to be provided under the Support Program do not cover damages or claims due to misuse, negligence, accidents, thefts, unexplained data loss, loss of data due to Hardware failure, lack of daily backups, abuse, electrical outages, fire, flood, wind, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Milsoft approved technicians. Repairs necessitated by any one or more of the above-excepted causes may be performed by Milsoft upon request, provided the Customer agrees to pay for such extra work at Milsoft's current hourly rates. Such work would not represent or imply any additional warranty or representation regarding the System, the System Components or the functionality of the System.

7. CUSTOMER'S OBLIGATIONS, PREP AND SPECS; INTEGRATION WITH 3rd-PARTY SOFTWARE.

7.1 Customer assumes responsibility for care and risk of loss of the System Components upon delivery to its location. Customer is responsible for meeting the data requirements, purchasing and providing any other hardware and/or third party software, and preparing its location for installation consistent with the specifications, requirements and recommendations per SOW, Schedule A, RFP/Response or applicable terms and conditions, at its expense. Any Customer data required for installation shall be timely delivered to Milsoft pursuant to its instructions. Customer shall also secure any permits, licenses or other governmental approvals for its installation site as may be required by applicable law or regulation, at its expense.

7.2 Milsoft products are generally amenable to integration with a variety of products from third-party vendors known by Milsoft to be certifiably interoperable (including but not limited to many MultiSpeak® integrations, when applicable), subject to verification, and with a range of other third-party products that may require more extensive customization. The development or provision by Milsoft of any and all interface between its products and third-party software (whether deemed necessary at the time of Milsoft product installation or as needed in the future due to change of circumstances) can only be undertaken pursuant to specific evaluation and may, at the discretion of Milsoft, require reasonable adjustment of time and/or cost.

Every interface to be developed and provided for integration with third-party products must be testable by Milsoft with consent and cooperation of the third-party vendor (whose consent and cooperation shall be provided by Customer, as Customer's responsibility) and will be specific only to the version or iteration of the third-party product in use at the time of the interface development. Customer shall be responsible for alerting Milsoft to future additions, updates or new versions of all third-party product and for providing renewed consent and cooperation of each third-party for testing, as any such changes could render the Milsoft interface less functional unless addressed. If a new integration is required, Milsoft will write the required code for cost not to exceed its normal hourly rate of \$175/hour.

8. SOFTWARE LICENSE. Upon successful installation and as of the Turnover Date, Milsoft grants to Customer, and Customer accepts, a non-exclusive and non-transferable license to use the Software furnished hereunder (including modifications and enhancements furnished under the terms of this Contract, and modifications and enhancements furnished under the terms of the Support Program described in Section 6) strictly upon the terms and conditions contained herein. Title to and ownership of all Software shall remain with Milsoft or its licensors. Customer shall have no right to sell, sublicense, publish, disclose, display, assign, duplicate, alter, lease, or otherwise make available the Software to any third party. Customer shall take appropriate action with its employees, agents, contractors, consultants and other representatives or end users to ensure compliance with these terms and conditions. Customer may make copies of the Software only for backup purposes and/or archival purposes, and any such copy must contain the same copyright notice and proprietary markings that the original Software contains. Customer acknowledges the Software represent a very large scale investment in the development of an intangible asset by Milsoft and must be strictly protected hereunder. In the event of a breach under the provisions of this Software license by Customer, upon written notice which may be given at the election of Milsoft, Customer shall forfeit all rights as licensee under this Contract and shall immediately return the Software to Milsoft along with all documentation and source media associated therewith. Customer assumes full liability to Milsoft for any damages (including consequential damages), whether or not foreseen by the parties hereto, resulting directly or indirectly from any compromise of any rights owned by Milsoft and not expressly conferred under this Contract, if such damages are the result of the negligence or willful act or omission of Customer

(including any employee, agent, contractor, consultant or other representative of Customer). CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IN EXECUTABLE LINE CODE FORM REMAINS A CONFIDENTIAL TRADE SECRET AND CUSTOMER AGREES NOT TO ATTEMPT TO REVERSE-ENGINEER, TRANSLATE, DECIPHER, DECOMPILE, MODIFY OR DISASSEMBLE THE SOFTWARE, NOR INCORPORATE THE SOFTWARE IN WHOLE OR IN PART INTO ANY OTHER SOFTWARE OR PRODUCT OR DEVELOP DERIVATIVE WORKS THEREFROM OR ALLOW ANY OTHER THIRD PARTY TO DO SO, WITHOUT THE EXPRESS WRITTEN CONSENT OF MILSOFT.

9. CONFIDENTIALITY.

9.1 During performance of this Contract or in the contemplation thereof, and subject to and in conformity with Section 8, employees, agents and authorized contractors or consultants of each party to this Contract may have access to private or confidential information owned by the other party, including, but not limited to, the Software, and information concerning costs, charges, operating procedures and methods of doing business, which may be owned or controlled by the other party. With respect to any such information so accessed or acquired, each party agrees as follows: (a) all such information shall be and shall remain the exclusive property of the party which owns the information; (b) each party shall limit access to such information of the other party to their respective employees, agents and authorized contractors or consultants who have a need to know consistent with the receiving party's authorized use of such information; (c) the receiving party shall keep, and have its employees, agents and authorized contractors or consultants having access keep, all such information confidential; (d) the receiving party shall not copy, publish or disclose to others, or permit its employees, agents and authorized contractors, consultants or anyone else to copy, publish or disclose to others, any such information without the owning party's prior written consent; (e) the receiving party shall return such information to the owning party at its request; and (f) the receiving party shall use such information only for the purpose of performing its obligations hereunder.

9.2 Each party shall secure and protect the other party's confidential information in a manner consistent with the protection it provides to its own confidential information, but in any case using no less than reasonable degree of care. Each party's duties of confidentiality as regards the confidential information shall survive any cancellation, expiration or termination of this Contract.

9.3 Each party at all times shall maintain appropriate internal policies and procedures reasonably sufficient to satisfy its obligations under this Section 9. Should either party or its employees, agents and authorized contractors or consultants use, disclose or attempt to use or disclose any such information in a manner contrary to this Contract, the owning party shall have the right to seek injunctive relief against such breach or threatened breach (without posting a bond or other security), in addition to any other remedies that may be available at law or in equity.

10. PRODUCT CHANGES. Milsoft reserves the right to make modifications and distribute enhancements to existing Software. In addition, upon notice to Customer of no less than three hundred sixty-five (365) days, Milsoft reserves the right to discontinue offering the Support Program associated with the System in place, and may require that specified upgrades to the System Components be made as a condition for continued Customer participation in the Support Program. For undeprecated Milsoft Software that is dependent upon Customer's reliance on Microsoft® servers, Milsoft's Support Program will be available so long as Customer's specific servers remain under Microsoft's Mainstream Support.

11. LIMITED WARRANTIES.

11.1 *Hardware.* Warranty of any Hardware procured through Milsoft is only that which is supplied by the manufacturer(s) of such hardware. During the Free Warranty Support Period provided by Milsoft for the System and for so long thereafter as Customer continuously participates in the Support Program, Milsoft will coordinate all Hardware service with Hardware manufacturers and will facilitate Hardware replacement consistent with the terms of any applicable manufacturer warranty(ies) for a period of up to five years; however, Milsoft does not provide independent or additional warranty of the Hardware separate and apart from the manufacturers. In the event Milsoft is not engaged to provide support as described in Section 6, Milsoft will assign any applicable manufacturer warranty(ies) directly to Customer upon request.

11.2 *Software.* Upon delivery and continuing through the first thirty (30) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. Milsoft represents and warrants generally that it owns the Software or that it has the right to license Customer's use of the Software in accordance with the provisions of this Contract. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software; or (ii) to have Milsoft refund the price paid for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the Software within 30 days of Customer's timely notification to Milsoft of the discrepancy. **ALL CLAIMS AND REMEDIES ARE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS CONTRACT.**

11.3 Support Services. With respect to support and other services, Milsoft warrants exclusively that such services shall be performed in a good and workmanlike fashion. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct such services, or (ii) to have Milsoft refund the price paid for the applicable portion of the services.

12. DISCLAIMER OF OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. GENERAL LIMITATION OF LIABILITY. THE LIABILITY OF MILSOFT, ITS LICENSORS AND ITS AFFILIATES, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY MILSOFT, REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OR ALLEGED FAILURE OF ANY PRODUCTS OR SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO MILSOFT HEREUNDER IN CONNECTION WITH THE PRODUCTS OR SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL MILSOFT, ITS LICENSORS OR ANY AFFILIATE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS, COMMITMENTS, BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIM HAS ITS BASIS IN ANY THEORY OF CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

14. PAYMENT. Timely payment by Customer to Milsoft at its principal place of business of all sums due hereunder is a material element of this Contract. Unless otherwise specified in Schedule A or by a subsequent agreement of the parties in writing, payment shall be due upon billing and paid within thirty (30) days of invoice. Without limiting Milsoft's other rights and remedies for any failure of Customer to make payment, Milsoft may charge interest on all unpaid sums at the lesser of the rate of 18% per annum or the maximum contract rate allowed by law. Customer shall reimburse Milsoft for all cost and expenses of collection including attorney's fees. Milsoft has no desire to exceed the maximum amount of interest that may be contracted for, charged or received under applicable law, and any interest paid in excess of said maximum amount shall be credited toward any past due payment or refunded to Customer.

15. TAXES. Unless specified as such, the prices set forth herein do not include any sales, use, excise, ad valorem, property or other taxes applicable to the sale, use, license or delivery of the System Components and any related services supplied hereunder, all of which shall be paid by Customer separately or, if specifically itemized and added to the Contract Price, shall be paid by Customer to Milsoft. Customer shall indemnify Milsoft in the event any such tax is assessed directly against Milsoft.

16. FORCE MAJEURE. Neither party shall be deemed in default of any provision of this Contract, or responsible for failures in performance, resulting from any cause beyond its reasonable control, which include, without limitation, acts of God, civil or military authority, civil disturbances, war, fires, or other catastrophes. In the event of any failure or delay resulting from such causes, an equitable adjustment of schedule and any other appropriate terms and conditions shall be agreed upon by the parties.

17. NON-WAIVER. No waiver of any breach or default shall constitute waiver of subsequent breach or default. No failure or delay to exercise any right, power, or privilege under this Contract shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude further exercise of such right, power, or privilege.

18. TERMINATION FOR DEFAULT. If either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract.

19. DISPUTE RESOLUTION. The parties will attempt in good faith to promptly resolve any dispute arising out of this Contract without resorting to litigation. Before any suit for damages may proceed, the parties shall submit to non-binding mediation by an impartial mediator, at a mutually convenient location, with each party bearing its own attorney's fees and expenses. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction. Nothing contained herein, however, shall preclude the parties from first seeking temporary injunctive or other equitable relief in preservation of its rights.

20. GOVERNING LAW; CHOICE OF FORUM. The validity, performance and construction of this Contract shall be governed by the laws of the State of Texas and the USA (without giving effect to principles of conflicts of law). The parties agree that the Uniform Computer Information Transaction Act and the UN Convention on International Sale of Goods do not apply. Any legal claim or action shall be filed in the state and local venue in which Milsoft maintains its principal corporate offices, unless otherwise agreed.

21. SUCCESSORS AND ASSIGNS. This Contract shall inure to the benefit of and be binding upon successors and assigns of the parties; however, Customer may not assign without the consent of Milsoft, which shall not be unreasonably withheld.

22. CONSTRUCTION AND CAPTIONS; PARTIAL INVALIDITY. Captions are for convenience only and shall not be construed to expand or limit any provision hereunder. Should any provision of this Contract be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract.

23. CONTROLLING TERMS, ORDER OF PRECEDENCE. Any terms or conditions appearing on the face or reverse side of any purchase order, preliminary quote, acknowledgment or confirmation that are different from or in addition to those required hereunder shall not be binding upon the parties, even if signed and returned, unless both parties expressly agree in writing to be bound by such. In event of any conflict or inconsistency between the main body of this Contract and the provisions of any schedule or other attachment, the provisions of this Contract shall prevail, except as to the job-specific details of Schedule A or SOW.

24. NOTICE. All notices given under this Contract must be in writing and shall be deemed duly given only upon (a) personal hand delivery; (b) the fourth day following deposit in the United States Mail, postage paid, certified/return receipt requested; (c) delivery by a nationally recognized overnight courier service that obtains signed acknowledgment of receipt; or (d) confirmation of electronic transmission via facsimile or email; using the addresses or numbers shown below or any other address or numbers as either party may designate by ten days prior written notice given in accordance with this provision.

If to Customer:

City of Lake Worth Beach

Attention: _____

Facsimile: _____

Email: _____

If to Milsoft:

Milsoft Utility Solutions, Inc.

Attn: Adam Turner, CEO of Business Operations

P.O. Box 5726

Abilene, Texas 79608

Facsimile: (325) 690-0338

Email: adam.turner@milsoft.com

25. ENTIRE AGREEMENT; AMENDMENTS; SIGNATURES. The SOW (if any) and all referenced schedules and addenda are integral parts of this Contract as if written verbatim herein. Collectively, this Contract sets forth all authorized and material representations, constitutes the parties' entire agreement and understandings with respect to the subject matter, and supersedes any and all other agreements, proposals and/or representations other than specifications and descriptions in Milsoft's Response to Request for Proposal (if applicable) where not in conflict. No addendum, amendment or modification shall be effective unless in writing and duly executed by authorized representatives of both parties. Signatures may be made and/or delivered by electronic means, and any true, correct and complete copy of this fully signed instrument shall be as enforceable as the original.

IN WITNESS WHEREOF, the parties have signed by their duly authorized representatives as of the dates entered below.

CITY OF LAKE WORTH BEACH, Florida

MILSOFT UTILITY SOLUTIONS, INC.

By: _____

(Signature)

(Name & Title, typed or printed)

By: _____

Adam Turner, CEO of Business Operations

Date: _____

Date: _____

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