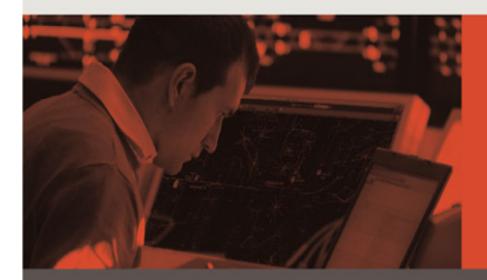# Survalent.

Utiliverse™ ecosystem

Quotation:

City of Needles

SCADA

Quotation No. A25_7_611524

July 30, 2025

Item	Qty	Description	Price (USD)
		System Material	
001	1	**SMS Remote Alarm Annunciation Modem (for Verizon Wireless)** LTE Cat 4 Cellular Router compatible with AT Commands for SurvalentONE Remote Alarm Annunciation. The accessory kit includes a power supply with a US power plug, a cellular. antenna, and antenna cables. Note: Please note that the brand and model are subject to change based on availability at the time the order is received.	INCLUDED
		SurvalentONE SCADA Licenses	
002	1	**SurvalentONE Base SCADA Software [Single Server]** The base SCADA license includes data acquisition, data processing, alarm and event processing, and historical data management functions. It also includes the STC Explorer database editor which includes editing tools for database points, access control, control zones, system parameters, station cloning, point modelling, and setup of advanced applications. Other features include command sequencing, alarm suppression, event data recording and archiving, IED control panels, mapboard driver, and remote alarm annunciation. Note: SurvalentONE SCADA software licenses are valid for up to 10,000 points.	INCLUDED
003	3	**SurvalentONE SmartVU (Concurrent Users)** SmartVU provides a modern, intuitive, user friendly user interface for managing the distribution network using high quality graphics driven by a powerful graphics engine. The SmartVU environment includes a tabbed interface that provides quick access to a large number of graphic displays including single-line diagrams, geographical maps, trend graphs, summary displays, operations log, and tabular views of the distribution network. The graphic displays support layers, panning, zooming, decluttering, dynamic line coloring, hyperlinks, and other dynamic display features as well as standard graphics formats such as JPG, BMP, PDF, etc. One license is required for each concurrent user.	INCLUDED
004	1	**SurvalentONE Standard DNP3 Protocol** The DNP3 scan task is designed to communicate with one or more devices that use the DNP3 protocol over serial asynchronous or TCP/IP communication lines. The scan task conforms to Level 2 of the DNP3 Application Layer protocol as specified in the Subset Definitions published by the DNP3 User's Group. This license is for the standard DNP3 protocol implementation, Secure DNP3 Protocol is also available under a separate license.	INCLUDED

Item	Qty	Description	Price (USD)
005	1	**SurvalentONE IED Wizard** IED Wizard is a tool that automates the creation of the database for an intelligent electronic device (IED). In just a few simple steps, the wizard creates the required points in the SCADA system database. All of the telemetry and control addresses are generated automatically. The IED Wizard completely eliminates the tedious error-prone data entry of telemetry addresses and mapping tables. The IED Wizard contains an extensive library of the most common IEDs available on the market, including SEL, Cooper, ABB, Beckwith, and PML.	INCLUDED
006	1	**SurvalentONE Network Topology Processor** The Network Topology Processor application calculates the energized/de-energized status of electric, gas and water line sections, and displays them on world maps. The calculation is based on the topology of the system and the current status of breakers and valves. For an electrical line section, the system supports 3-phase distribution, and computes the status of each phase independently, such that line sections that are downstream of non-ganged switching devices may contain a mix of energized and de-energized phases. The user can specify colors for "partially energized" or "partially looped" etc. The topology processor includes a feeder trace function that allows the user to select a trace color and have the extent of a feeder highlighted in the selected trace color. Multiple simultaneous traces in different colors are supported.	INCLUDED
		Survalent Professional Services	
007	1	**Project Management** Survalent will assign a Project Manager to coordinate the activities of the project including kickoff meeting, project schedule, project status report, managing resources, coordinating remote services, and coordinating on-site activities.	INCLUDED
008	1	**Remote Service of Workshops (Three Sessions)** Remote Services for the design workshops including architectural workshop, database & graphics initial workshop and follow up workshops. This meeting is intended to explain the requirements from the Customer's perspective, address any questions, and review the database and graphics design outlines for the Database & Graphics creation. It is typically conducted in three sessions, each lasting 2 hours.	INCLUDED
009	1	**Remote Service of Database and graphics generation for 2 substations** Included: 1)Database conversion with the utilization of method of direct mapping or with the use of IED Wizard for building database with the following specification:	INCLUDED

Survalent.

Survalent Technology Inc.
1967 Wehrle Drive, Suite 1, PMB 122
Buffalo, New York ▪ USA 14221

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survalent.com

Item	Qty	Description	Price (USD)
		a)Substations: 2	
		b)Total DB points: max. 1000	
		c)Typical reports: 1	
		d)Historical datasets: for a max. 200 points	
		e)Calculations for max. 10 points	
		Note: The following services are not included:	
		a)Building new IED templates not in Survalent library .	
		b)Building command sequence	
		c)Creating calculated points	
		2)Graphics development:	
		a)Views: 4 (max)	
		-System overview (1)	
		-Substation SLD (2)	
		-Communication view (1)	
		b)Trend Graphs: max. 15	
		c)Implementation of standard library or customized control panels for the devices in substation.	
010	1	**Remote Service of Network Topology Implementation for 2 substation SLDs** Included: a)Preparation of resources for network topology implementation (colors, color tables, fonts and pmacros); b)Applying network topology on substation level for 2 substations.	INCLUDED
011	1	**Onsite System Installation, Commissioning and Operation Training** Five consecutive days of on-site system engineering services for database and graphics, system installation, commissioning, testing, performance tuning, and/or training. Services purchased on a project order must be used before the end of system commissioning. Services purchased outside a project order will be invoiced on receipt of order, and must be used within 6 months unless mutually agreed by both parties. No refund will be provided for any unused hours.	INCLUDED

Item	Qty	Description	Price (USD)
012	1	**Onsite SCADA Training - System Administration – Level 1** This 5-day onsite course is designed for individuals who will be responsible for installation, configuration, and maintenance of the SCADA System. Topics covered include SCADA client/server architecture, database generation and maintenance, display generation and maintenance, SCADA attributes (alarm priorities, analog limits, etc.), historical data, trend graphs, topology processor, system backups, trouble-shooting techniques, maintenance procedures, and more. Note: Training is for up to 5 attendees.	INCLUDED
		Total Price	**$130,876**
		Optional Survalent Professional Services	
013	1	**Bronze SCADA Support Plan [1 Year]** The Bronze SCADA Support Plan provides the following: a) Access to the latest software releases of the delivered software components, effectively providing an extended warranty on these software components and providing access to the latest product features. b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, and support forums. c) Access to technical support from the Survalent Support Desk during business hours. Cases will be treated on a first-come, first serve basis.	$6,250

End User: City of Needles

Shipping Terms: EXW Ontario, Canada

Shipment approximately 14 To 16 weeks from receipt of purchase order.

Please send purchase order to stcorder@survalent.com

Unless otherwise noted, prices do not include applicable state, provincial, federal, withholding or other local taxes or tariffs. Applicable taxes will be included in each invoice. Should the purchaser claim an exemption from any applicable state, provincial, federal, withholding or other local taxes, the purchaser shall provide such exemption information to Survalent.

This quote is valid until September 28, 2025 and is based on Survalent (a) Standard Terms and Conditions of Sale, (b) Software License Agreement, and (c) Support and Maintenance Terms and Conditions, as applicable.

Note 1: SurvalentONE SCADA software licenses are valid for up to 10,000 points and includes 12 months warranty from date of operational use.

Note 2: Software licenses are non-refundable and cannot be exchanged.

Note 3: Survalent reserves the right to issue temporary licenses until payment has been received in full.

Item	Qty	Description	Price (USD)

Note 4: Survalent reserves the right to periodically audit the end user system configuration to ensure the software has been deployed in accordance with the Survalent Software License Agreement.

Note 5: Standard payment terms are 40% at the end of project kickoff, 30% on completion of database and graphics, 20% at the end of commissioning, and 10% on project closure.

Note 6: Hardware delivery time may vary based on availability from the manufacturer when receiving the order.

Note 7: Services will be scheduled at a mutually agreeable time. Customer changes to the agreed schedule may result in an additional charges.

Note 8: All Hardware will be provided by the customer, except for SMS modem. Refer to the recommended components of SCADA Host and Workstation.

Note 9: Packing and Shipping - Hardware will be packaged and shipped to the designated destination under EXW terms. As such, Survalent will pack and label the equipment for shipment and provide notice to the Customer that the equipment is ready for pickup at our factory. Customer is responsible for all costs and risks from the point of pickup to the final destination. This includes loading the goods, arranging transportation, handling export and import procedures, paying export and import duties and taxes, and paying for all other associated costs.

Note 10: This quote assumes file-based licensing. If dongles are required, an additional cost will apply.

This quotation is not valid unless signed by an authorized representative of Survalent.

Prepared By: _____

Weijun Ren, Proposal Specialist

Approved By: *Nivedita Pandit* _____

Nivedita Pandit, Proposal Team Lead

Physical Hardware Recommendations

Production ADMS Server
DELL PowerEdge R660xs Rack Server (or equivalent)
1 x Intel® Xeon® Silver 4309Y 2.8G, 8C/16T
32GB RAM
2 x 480GB Solid State Drive (RAID-1)
Windows Server 2022 Standard Edition (16 Cores)
Accessories:
+ Dual, Hot-plug, Power Supply Fully Redundant (1+1), 1400W, Mixed Mode
+ Trusted Platform Module 2.0 V3
+ ReadyRails Sliding Rails With Cable Management Arm

Note: All the SSD should be SATA Mix 6Gbps, 2.5in Hot-plug, 3 DWPD.

Operator Workstation
DELL Precision T5860 Workstation (or equivalent)
1 x Intel Xeon W-2235 3.8GHz 6C/12T
16GB RAM
2 x 512GB Solid State Drive (RAID-1)
NVIDIA Quadro P400 (5820T)
Windows 11 Professional Edition
Accessories:
+ 1Gbit NIC add-in card (PCIe- Intel)
+ 8X DVD+/-RW

SURVALENT TECHNOLOGY INC.

STANDARD TERMS AND CONDITIONS OF SALE

A) Acceptance – These standard Terms and Conditions of Sale ("Terms") form a part of and are incorporated into this Agreement ("Agreement") between **SURVALENT TECHNOLOGY INC.** ("Seller") and the Buyer or Licensee ("Buyer") for the sale, lease, license or provision of Seller's tangible and intangible products, software, equipment, services, samples and other matters subject to this Agreement from Seller to Buyer ("Products"), and they supersede any contrary provisions presented by Buyer, unless expressly agreed to in writing by Seller. Should the Buyer's purchase order include changes or additions to specifications which are not included in Seller's quotation or proposal, acceptance and acknowledgment of the order by Seller shall not be deemed a waiver of Seller's right to charge and invoice for such changes or additions. In addition, in the event of Buyer's changes or additions made after receipt of a purchase order, Seller shall charge and invoice for the work as necessary. Buyer's acceptance of and/or payment for Products, in whole or in part, shall constitute an acceptance of these Terms.

B) Prices – Unless stated differently in the Quote/Proposal, all prices for Products are ExWorks (Seller's point of shipment). Prices quoted are subject to change at any time and without notice. Prices do not include any Federal, Provincial, or Municipal taxes, including, but not limited to, excise, sales, goods and services, tariffs, use taxes, duties, or other fees imposed on any Product or in connection with this Agreement ("Taxes"). All such Taxes shall be added to the Buyer's billing where applicable. If Seller delays shipment beyond the scheduled shipping date for any reason other than the Seller's fault, or if this Agreement includes Products obtained by the Seller from third parties, the Products shall be subject to any price increases in effect at the time of shipment. Prices quoted may be adjusted for inflation annually, effective on each January 1st of the calendar year ("Inflation Adjustment").

C) Payments – All invoices are due and payable thirty (30) days from the date of invoice. Seller may charge pro rata interest at the maximum rate permitted by law. No discount for early payment is authorized without Seller's written consent. Seller reserves the right at any time to (i) change terms of payment, (ii) withdraw credit or require full or partial payment in advance, should doubt arise as to the financial responsibilities of the Buyer. All holdbacks are limited to 10% of the purchase order value and up to ninety (90) days after delivery of the Products to the carrier. Holdbacks required for periods longer than 90 days carry an interest charge of 1.5% per month (18% per annum). Holdbacks do not apply to amounts invoiced for taxes, freight, spare parts, documentation and commissioning.

D) Security Interest – The title, ownership, and right of property of the applicable Products sold hereunder shall remain with Seller until all payments, including deferred payments, shall have been paid in full, and the Buyer shall do all that is necessary to maintain such right and title for the Seller. The Buyer shall assume all risk of loss or damage incurred once the applicable Products have been delivered.

E) Delivery – Unless stated differently in the Quote/Proposal, delivery shall be ExWorks (Seller's point of shipment), with the risk of loss passing to the Buyer once the Products are made available for pickup at the Seller's point of shipment. The Seller, at its discretion, may make and invoice partial shipments. Shipping dates are best estimates based on the Seller's production schedule at the time of quotation, but are subject to change depending on adjustments to the production schedule after the Buyer's purchase order is received, as well as the prompt receipt of all necessary information and specifications related to the Products. Upon receiving the Products, the Buyer is required to inspect them and either accept or reject them within thirty (30) days. If the Buyer does not notify the Seller in writing of any rejection, including the reasons for it, within this period, the Products will be considered accepted, and the Buyer waives any right to later reject the Products. The Seller reserves the right to make changes or improvements to the Products at any time, without liability or obligation to make such changes or improvements to Products already delivered.

F) Force Majeure – Seller shall not be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond Seller's control including, without limitation, acts of God, wars, riots, strikes, fires, storms, floods, embargoes, shortages of labor or materials, labor disputes and governmental acts, legislation and directives. In the event of any such failure or delay, the period of Seller's performance shall be extended, without liability for penalty, for the period of such failure or delay.

G) Intellectual Property & Confidential Information –

(a) Intellectual Property - Seller shall own all right, title and interest in and to all intellectual property, including without limitation all inventions, patents, patent applications, source code, firmware, copyrights, and trade secrets incorporated in any Products.

(b) Confidential Information - "Confidential Information" shall mean any trade secret or other competitively sensitive information or data (whether oral, written, electronic or otherwise) relating to Seller or its respective businesses or operations which is or was disclosed by Seller to Buyer in the course of developing, negotiating or performing this Agreement. With regard to (i) Confidential Information that does not constitute a trade secret under applicable law, during the term hereof and for five (5) years following the termination or expiration hereof; and (ii) Confidential Information that constitutes a trade secret under applicable law, for so long as such Confidential Information remains a "trade secret" under applicable laws Buyer shall not disclose any Confidential Information to any other third party, or use the Confidential Information for its own benefit, except for the purposes approved by Seller in writing. Buyer shall not decompose or reverse engineer all or any portion of the Confidential Information or analyze it for such purposes. Buyer shall use its best efforts to avoid unauthorized disclosure of the Confidential Information. All Confidential Information provided by Seller to Buyer shall be and remain the property of Seller, and any Confidential Information, and any copies thereof, shall be promptly returned to Seller upon written request, or destroyed at Seller's option.

H) Compliance with Laws – Except to the extent otherwise specifically agreed to in writing by the parties, Buyer shall be responsible for the receiving, installation, use and maintenance of all Products, and Seller shall have no obligation or responsibility of any kind with respect thereto. Buyer shall comply with all laws and regulations governing the purchase or license, installation or use of Products, including, without limitation, obtaining all licenses, permits and registrations and fulfilling all other requirements of governmental agencies.

I) Cancellation Or Delivery Deferment – Buyer's purchase order may be canceled or delivery deferred only with Seller's written consent with conditions for payment of cancellation charges which may include, without limitation: Seller's direct costs; sales, general and administrative overhead; reasonable contract profits and any other costs and expenses to which Seller has or will become obligated pursuant to this Agreement.

J) Patent, Trademark and Copyright Infringement – Seller shall indemnify and hold Buyer harmless from any damages awarded in a final non-appealable judgment against Buyer in any suit or proceeding to the extent such damages are based on a claim of direct infringement by any Products of a Canadian patent, trademark or copyright, provided that Buyer notifies Seller promptly in writing and gives Seller full authority, information and assistance for the defense or settlement of such claim. In the event the use of any Products are enjoined or restricted as a result of any such claim, at Seller's option and expense, it may: (1) procure for Buyer the right to continue using the Products; (2) replace the Products with non-infringing Products of comparable quality; (3) modify the Products so they become non-infringing; or (4) remove the Products and refund the purchase price of such Products. Seller shall have no liability for claims of infringement by any Products, if any Products are used for any purposes other than those specified by Seller. These provisions shall not apply to any Products manufactured by any party other than Seller or to any use thereof with any such Products or to any Products manufactured to Buyer's design or specifications, and Buyer agrees to indemnify Seller for any damages based on claims of patent, trademark and/or copyright infringement by any such Products. For software licenses, additional terms and conditions may apply for the grant of use, restriction, and copyright provided in the Seller's Software Product License Agreement.

K) Limited Warranty – Seller warrants that the Products furnished hereunder will, at the time of shipment, be free from defects of material and workmanship under normal use and service and will conform to Seller's applicable standard written specifications or, if appropriate, to the specifications accepted in writing by Seller, for the period specified in the contract. If no warranty period is specified in the contract, the warranty period shall be 60 days. Seller's obligation shall be limited to, at Seller's option and expense, replacing or repairing any Products within such warranty period, provided: (1) Seller receives written notice of any nonconformance or defect within thirty (30) days from the date such nonconformance or defect is first discovered; and (2) after Seller's written authorization, the Products are returned to Seller's factory of origin with all freight charges prepaid; and (3) Seller determines the Products have a nonconformance or defect covered under this warranty. Any such repair or replacement shall not extend the warranty period provided hereunder. Where this Agreement governs the sale, lease, license or provision of software, equipment, and services as Products from Seller to Buyer, Buyer's use of such Products is made expressly subject to the Seller's applicable terms and conditions of sale and/or license agreement for such Products, which are incorporated into these Terms for all purposes and a copy of which Buyer acknowledges as having received, and they shall supersede any contrary provisions herein. No rights, warranties or title to such Products are given to Buyer except as expressly set forth herein. All advice and recommendations of Seller are intended for use by persons having skill, at their own risk, and Seller, not controlling or supervising the installation or use of Products after sale, does not warrant or guarantee such advice or recommendations. Seller assumes no responsibility, and Buyer waives all claims against Seller, for results obtained or damages incurred from the use of Seller's advice and recommendations. The warranties set forth herein may be asserted by Buyer only and shall not apply to any products manufactured by parties other than Seller or to any Products which, in the opinion of Seller, are damaged by or subjected to, without limitation, improper handling, storage, installation, use or maintenance; abnormal or undisclosed environmental conditions; tampering; unauthorized repairs or modifications; accidental or intentional damage or acts of God. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THIS AGREEMENT.

L) Limitation of Liability – Seller's total aggregate liability on any claims for loss or liability arising out of or related to this Agreement (including, without limitation, loss or liability arising from negligence, warranty, contract, strict liability or operation of law) shall in no case exceed the purchase price paid for the affected Products. IN NO EVENT SHALL SELLER BE LIABLE FOR OR OBLIGATED IN ANY MANNER TO PAY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR PRODUCTION, INSTALLATION/DEINSTALLATION COSTS, PLANT DOWNTIME, LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, RECORDS OR DATA, PROPERTY DAMAGE, PERSONAL INJURIES, OR GOVERNMENTAL FINES OR PENALTIES, WHETHER SUFFERED BY BUYER OR ANY THIRD PARTY.

M) Indemnification – Buyer shall indemnify, defend and hold harmless Seller, its affiliates and their respective directors, officers, members, employees, agents, contractors, successors and assigns from and against all losses, damages, expenses, claims, demands, suits, judgments, penalties, and costs of any kind whatsoever, including legal fees and expenses arising out of this Agreement or Buyer's use, acts or omissions in connection with any Products.

N) Assignment – Any assignment or attempted assignment of this Agreement, in whole or in part, without the prior written consent of Seller shall be void. Seller may assign any of its rights, liabilities and obligations arising out of this Agreement without prior written notice to Buyer and without Buyer's written consent.

O) Publicity – Unless otherwise instructed by the Buyer, required by law or regulation, Seller reserves the right to publish or make public the Buyer's name and information of the Seller's scope of work as related to this Agreement in presentations, conferences, press release, and other media.

P) Governing Law and Forum – This Agreement is made under and shall be governed in all respects by the Laws of the State of New York and the Laws of the United States of America applicable therein. Buyer hereby agrees to the exclusive jurisdiction of the courts of New York for the purposes of resolving any dispute arising under or in connection with this Agreement and irrevocably waives, to the fullest

extent permitted by law, any objection which Buyer may now or hereafter have to any such proceedings.

Q) Entire Agreement – The headings in this Agreement are inserted for convenience only and shall not be used in the interpretation hereof. Any rule or principle of contractual construction that would otherwise require any aspect of this Agreement to be interpreted against the party primarily responsible for its drafting shall not be employed in the interpretation hereof. This Agreement may only be amended by a written document signed by Seller. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing and signed by Seller. No waiver of a breach of this Agreement (whether express or implied) shall constitute a waiver of a subsequent breach. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of them, in whole or in part, shall not affect the validity or enforceability of the remaining provisions of this Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the Products.

R) English Language – The parties hereto agree that this Agreement and any related documents or notices be drafted and executed in the English language.

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Software License Agreement

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   d) Alter, customize, modify or create derivative works of the Software or Licensed Material; or
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SOFTWARE MAINTENANCE SERVICES: Survalent will provide upgrades to the Software from time to time ('Software Maintenance Services'). These services will be provided free of charge for one (1) year from acquisition of the Software by the Licensee, and thereafter on an annual basis on payment by the Licensee of the relevant fee.

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Survalent may terminate this License Agreement immediately on written notice on the happening of one of the following events:
   a) Your unremediable breach or threatened unremediable breach of any of your obligations under this License Agreement;
   b) Your unremedied breach or threatened breach of any of your obligations under this License Agreement after having been given thirty (30) days written notice to remedy such breach;
   c) The occurrence of any of the following events with regard to your affairs: (i) any step is taken to enter into any scheme of arrangement with creditors,(ii) any step is taken to appoint a receiver or manager, a liquidator, an administrator or other like person, (iii) the suspension of debts generally, or (iv) you are deemed insolvent;
   d) Your merger or takeover by another party.

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LICENSEE AGREES TO BACKUP REGULARLY ALL FILES GENERATED BY THE LICENSED MATERIAL, TO ELIMINATE CATASTROPHIC LOSS OF DATA. Survalent shall not be responsible for any costs, loss or damage associated with loss of data, recreating data, substitute equipment or programs, claims by third parties or similar costs.

By using the Software the Licensee agrees to accept all risk associated with its use and agrees to indemnify Survalent against all and any recourse by any third party. Survalent and/or its associates, employees and agents will not be held responsible for any loss, whether direct, indirect or consequential, real or imagined, past, present or future, resulting from the use of the Software by the Licensee or by any person or entity related to the Licensee including their customers.

In no case shall the liability of Survalent exceed the amount of the purchase price of the Software. To the fullest extent permitted by law, Survalent's excludes:

a) Any term, condition or warranty that may otherwise be implied by custom, law or statute;
b) Any liability for loss caused by the negligence of Survalent; and
c) Any liability for any loss or damage suffered by a party or any other person that is indirect or consequential, including but not limited to loss of revenue, loss of income, loss of business, loss of profits, loss of goodwill or credit, loss of business reputation, loss of use, loss of time, loss of interest, damage to credit rating or loss or denial of opportunity.

Some countries and states do not allow the exclusion of implied warranties, terms or conditions, so the above exclusions may not apply to you. In that case the following statements apply to the fullest extent permitted by law:

If Survalent is liable for a breach of a term, condition or warranty described above, its liability is, to the fullest extent permitted by law, limited to any one or more of the following as Survalent determines in its absolute discretion:
a) In relation to goods:
   (i) replacing or repairing the goods;
   (ii) supplying an equivalent item of the goods;
   (iii) paying the cost of replacing or repairing the goods; or
   (iv) paying the cost of acquiring or hiring equivalent goods; and
b) In relation to services:
   (i) the re-supply of the services; or
   (ii) the payment of the cost of having the services re-supplied.

PRIVACY & CONFIDENTIALITY OPT IN/OPT OUT: The Licensee acknowledges that Survalent may collect and store information relating to the Licensee's Software database, graphics and configuration preferences. Survalent uses the information it collects for providing customer support services, upgrading Software, Software revisions and to improve Software quality and delivery, and staff training. Survalent warrants that only authorised personnel will have access to this information

Survalent supports the Licensee's right to privacy and confidentiality. The Licensee may provide written notice to Survalent opting out of any information collection by Survalent. Upon receipt of such written notice, Survalent will remove the Licensee's information from the database within ten (10) business days.

ADVERTISING: Unless the Licensee specifically objects in writing, Survalent has the right to give the Licensee's name in its list of references of the Software and to publish this list.

GOVERNING LAW AND SEVERABILITY: The license shall be governed and construed in accordance with the laws of the United States of America and the State of New York. Furthermore it is understood that this agreement shall be treated as though it were executed in New York and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the competent jurisdiction of the State of New York. If for any reason, a court of competent jurisdiction finds any provision or portion of this agreement unlawful, void, or for any reason unenforceable, it shall be deleted and shall in no way affect the enforceability of any other provisions of this agreement.

By (i) proceeding with an order for Software and/or installation or upgrade of the software, after receiving a copy of this document, or (ii) clicking "*I Accept the Terms of the License Agreement*," during installation of the Software, you acknowledge that you have read and understand this License Agreement and agree to abide by its terms and conditions. You also agree that except as expressly stated this License Agreement is the complete and exclusive agreement between us concerning the Software and supersedes all prior agreements, proposals or communications, verbal or written between us relating to the subject matter in this License Agreement. This License Agreement may be amended only in writing signed by both parties.

Survalent.

SURVALENT TECHNOLOGY INC.
SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

These Support and Maintenance Terms and Conditions, including the Service Level Agreement ("SLA"), set out the basis on which Survalent Technology Inc. ("Survalent") shall provide support and maintenance services to the Client.

1 Definitions: The following terms have the meanings set forth below whenever they are used:

"Agreement"	The Support and Maintenance Terms and Conditions
"Contract"	A contract for the supply by Survalent and purchase by Client of Support and Maintenance in accordance with this Agreement which shall become effective upon Survalent's acceptance of an Order in accordance with Clause 2.1. The Contract shall be comprised of the Order Acknowledgement, this Agreement and the Order plus any other documents specifically referenced and incorporated therein.
"Documentation"	The applicable end user manuals, training material and other information made available by Survalent to Client at its discretion in either printed or machine-readable form with respect to the Software.
"Hardware"	The equipment used by the Client to operate the Software.
"Hardware Specification"	The minimum technical specification and configuration that must be met by the Hardware in order to ensure the correct operation of the Software, as set out in the Documentation.
"Hot fix"	A software patch on a part of the Software containing a quick-fix remedy to an urgent Issue, and does not undergo the same quality procedures as a regular Update due to the time constraints involved.
"Issue"	The failure of the Software to comply with a reasonable interpretation of its Documentation.
"License"	The license under which the Client may use the Software granted under terms and conditions as applied at the time of such license grant.
"License Fee"	The fee paid by Client to Survalent in respect of its License to use the Software.
"Maintenance"	The provision of Software Hot fix, Updates and Upgrades in accordance with the SLA
"Order"	Client's purchase order for Support and Maintenance, which references the applicable Quote and is subject to this Agreement.
"Order Acknowledgement"	Survalent's written (including email) acknowledgement of Client's Order.
"Quote"	A written quotation for the provision of Support and Maintenance, as confirmed in the Order Acknowledgement, and which specifies: i) the name of the Software to be supported; and ii) the Support and Maintenance Fee
"SLA"	The service level agreement set out in Schedule A hereto.

"Software"	The software licensed by Survalent to Client under the License and supported under the Contract, as set out in the Order Acknowledgement, and including all Hot fixes, Updates and Upgrades supplied to Client under the Contract.
"Support"	Those activities relating to the collection and evaluation of data relating to Issues, establishing the work-arounds and the provision of software fixes to resolve such Issues in accordance with the SLA.
"Support and Maintenance Fee"	The fee payable by Client to Survalent in respect of the provision of Support and Maintenance for the Software, as set out in the Quote, or as calculated in accordance with Clause 3.2 and Clause 3.5.
"Third Party Software"	Software that is developed and supplied by parties other than Survalent, and in conjunction with which the Software will operate, as set out in the Documentation.
"Update"	A release of the Software containing fixes to one or more Issues, and potentially some minor enhancements to the Software functionality.
"Upgrade"	A release of the Software providing significant enhancements to the Software functionality.
"Working Day"	A day from Monday to Friday excluding Canada's statutory and bank holidays.

2 Contract:

2.1 Upon receipt of a Quote, Client may accept the Quote by submitting an Order referencing the Quote. Survalent shall check the Order to ensure that it is consistent with the Quote and this Agreement, and shall issue an Order Acknowledgement. Survalent's issue of an Order Acknowledgement shall create a binding Contract for the supply and purchase of Support and Maintenance, as set out in the Order Acknowledgement.

2.2 Any terms and conditions in addition to, or at variance with, this Agreement contained within Client's Order shall be void and of no effect unless Survalent incorporates them expressly in the Special Conditions.

2.3 The Special Conditions (if any) shall take precedence over the provisions of this Agreement which they expressly amend or remove. Subject to the foregoing, in the event of any conflict, this Agreement shall take precedence over any Order Acknowledgement.

2.4 The order of precedence of the documents making up the Contract shall be as follows (highest first): a) the Special Conditions; b) this Agreement; c) the remainder of the Order Acknowledgement relating to Support and Maintenance (other than the Special Conditions); and d) the Order.

2.5 In the event that Client does not wish to proceed with an Order subject to this Agreement, it may cancel the corresponding Contract without liability provided it notifies Survalent of such in writing (to include by email) within three (3) working days of receipt of the corresponding Order Acknowledgement. After this period, any Contract may only be terminated in accordance with the provisions of Clause 9.2.

2.6 Survalent may increase the annual Support and Maintenance Fee with at least thirty (30) days prior written notice to Client. Such increases shall apply to subsequent additional Support and Maintenance services purchased during an ongoing Support period as well as subsequent renewal of the Support and Maintenance Contract.

3 Support and Maintenance:

3.1 Subject to the terms and conditions of the Contract, and for the duration set out in the Order Acknowledgement, Survalent shall provide Support and Maintenance in respect of the Software.

3.2　The Support period Effective Date either begins (i) at the date the Software was purchased or (ii) at the date the Software license was activated or (iii) at the renewal date of the expiration of the previous Support period or (iv) at the renewal date of a multi-year Support Contract. Support must be purchased within one (1) month after expiration of the previous Support period. In the event the Support had expired beyond the one (1) month period, an additional out of compliance fee will be determined and charged to Client to bring Support level current to start the new Support period.

3.3　Survalent shall not be obliged to provide Support and Maintenance if undisputed payment of the Support and Maintenance Fee by Client is overdue.

3.4　In consideration for the payment of the Support and Maintenance Fee, Survalent shall:

    a)　Respond to Issues in accordance with the provisions of the SLA;

    b)　Supply Support and Maintenance only to Client's designated personnel;

    c)　Promptly notify and make available to Client all new Updates of the Software (and associated Documentation) for use by Client only in accordance with the terms of the License Agreement;

    d)　Respond to reasonable queries from Client.

3.5　In the event that Client chooses to remain on an Upgrade release of the Software that is not current or not the immediately preceding Software version, Survalent may, at its discretion and subject to written agreement with Client, continue to provide Support and Maintenance on such older Software in consideration of an increased Support and Maintenance Fee to be determined.

3.6　Survalent shall advise Client through the support portal of all new Upgrades of the Software, and shall, at Client's request and upon payment of the corresponding fee (if any), make such Upgrades (and associated Documentation) available for use by Client.

3.7　In order to permit delivery of Hotfixes, Updates and Upgrades, the Client should have access to the internet. Survalent accepts no liability for any loss or damage or delays in access to Updates and Upgrades arising from Client's failure to obtain such access.

3.8　Upon request, Client shall ensure that Survalent's support personnel are provided with the appropriate approvals, access information and remote electronic access to the Software, or physical access to the computer equipment on which the Software is installed if in Survalent's reasonable opinion such physical access is necessary, for the purpose of investigating or rectifying reported Issues. In the event of Client providing such access but without the appropriate approvals, or in the event of Client not providing such access, Client shall not seek any action or remedy from Survalent in association with any loss or damage to Client arising from such unauthorised access or lack of access.

3.9　Survalent shall not be obliged to continue to provide Support in respect of the relevant Issue if Client cannot provide or obtain such approvals, information and access set out in Clause 3.8 above.

3.10　Survalent may supply Support and Maintenance itself or by its appointed agents. Survalent will remain fully responsible for the delivery of the Support and Maintenance to Client.

3.11　The provision of Support is limited to (i) the current version and (ii) the immediately preceding version of the Software. It is the Client's responsibility to review Survalent's customer support portal to determine whether the Client's current Software version qualifies for Support. Furthermore, Client can get proactive notification of Updates and Upgrades by subscribing to Survalent's support portal notification service.

3.12　Survalent shall be under no obligation to provide Support in respect of:

    a)　Issues resulting from any modifications or customisation of the Software not made by Survalent.

    b)　Incorrect or unauthorised use of Software or operator error where such use or operation is not in

accordance with the Documentation;

c) Recreation or re-entry of data lost for any reason whatsoever;

d) Performance of the generalized duties of a network administrator;

e) Any programs used in conjunction with the Software;

f) Faults in the Hardware;

g) Faults in the Third-Party Software; and

h) Use of the Software with computer hardware, operating systems or other supporting software other than the Hardware and the Third-Party Software.

3.13 Survalent shall notify Client in writing as soon as Survalent is aware that any Issue is not covered by Clause 3.4 and/or if such Issue is covered by Clause 3.12 and any time spent by Survalent investigating such Issues at Client's request after such notification will be chargeable at Survalent's labor and material rates at the time of the request. Survalent shall invoice such charges at Survalent's discretion and such shall be paid within 30 days from the date of said invoice.

4 Client's Cooperation and Obligations:

4.1 Client shall provide cooperation and support to Survalent in Survalent's efforts to deliver the Support and Maintenance service. Such cooperation and support shall include, but not be limited to:

a) A reasonable level of responsiveness to Survalent's requirements and communications;

b) The timely transmittal and release to Survalent of appropriate and accurate documentation, information and materials in respect of reported Issues;

c) Granting to Survalent remote access to the Hardware on which the Software is installed if required for the provision of effective Support;

d) Make available competent Client's personnel to assist Survalent when and to the extent as is reasonably requested by Survalent;

e) The use of the Software only in accordance with the relevant Documentation and any License Agreement.

4.2 Client shall:

a) Ensure that the Software is managed in a proper manner and that all persons with administrative authority over the Software shall be competent trained employees or shall be persons under their supervision;

b) Use the latest Update or Upgrade of the Software made available to it by Survalent; and

c) Copy and use the Software, Updates, Documentation and all other materials provided hereunder only in accordance with the terms of the Licence Agreement;

d) Keep adequate backup copies of data, databases, and application programs and agrees that Client is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs.

4.3 Client agrees that if Client does not perform Client's obligations under the Contract and such non-performance affects Survalent's ability to perform, Survalent shall not be considered in default under the Contract to the extent so affected.

5 Personnel:

5.1 In the event that Survalent visits Client's premises, Client shall advise Survalent's staff, agents or subcontractors of all rules, regulations and practices with which they should comply while on those premises. Survalent's staff, agents and subcontractors shall comply with such rules and regulations

whenever they are on Client's premises. Client shall take reasonable precautions to ensure the health and safety of Survalent's staff, agents and sub-contractors while they are on Client's premises.

5.2 Without in any way restricting the right of an employee freely to accept employment and change employment, if either party (the "Hiring Party") induces the other party's employee engaged in the delivery of Support or Maintenance or the development or integration of the Client Software to enter its service at any time during the term of the Contract or during a period of six months thereafter then the Hiring Party shall pay to the other party an amount being equivalent to fifty percent (50%) of the employee's net annual salary such sum being a genuine pre-estimate of the cost of the disruption that such inducement would cause to the efficient conduct of the affected party's business.

6 Fees & Payment:

6.1 Survalent may invoice the Support and Maintenance Fee at least sixty (60) days before the Effective Date.

6.2 Payment from Client must be received by Survalent prior to the beginning of a renewal period to maintain continuous Support and Maintenance service.

6.3 Client shall be liable for any other agreed upon fees, any national, federal, value added, sales, excise, tariff, state, local or other taxes or customs duties applicable. For the avoidance of doubt, should Client be required by any law or regulation to make any deduction on account of tax including but not limited to Withholding Tax or otherwise on any sum payable under the Contract the sum payable shall be increased by the amount of such tax to ensure that Survalent receives a sum equal to the amount to be paid under the Contract.

6.4 Survalent may charge Client pro rata interest at the maximum rate permitted by law on any undisputed sum outstanding payable to Survalent. Client shall notify Survalent in writing within ten (10) days of receipt of an invoice that the invoice is in dispute.

6.5 In the event that Client purchases additional Software, including but not limited to the purchase of new Upgrades in accordance with Clause 3.6, the Support and Maintenance Fee may be adjusted to account for the additional Software support.

7 Warranty:

7.1 Subject to the limitations upon its liability in Clause 8, Survalent warrants to Client that all services supplied under the Contract will be carried out with reasonable skill and care by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

7.2 Save as expressly provided in Clause 7.1 of this Agreement, Survalent specifically excludes, and without limitation, all other conditions, warranties, representations or other terms relating to the Contract including any warranties that might otherwise be implied or incorporated into the Contract, such as those of satisfactory quality, fitness for a particular or any purpose, or ability to achieve any particular result.

7.3 In the event that Client believes the warranty in Clause 7.1 has not been met on any occasion, Client shall promptly notify Survalent according to the escalation process set out in the SLA, providing all details that may be necessary for Survalent to remedy the breach, and Survalent shall use all its reasonable endeavours to remedy such breach (either by itself or through a third party).

8 Limitation of Liability:

8.1 Survalent's total maximum aggregate liability on any claims for loss or liability arising out of or related to the Contract (including, without limitation, (i) loss of, damage to or corruption of data, (ii) loss of use, (iii) loss or liability arising from negligence, warranty, contract, strict liability or operation of law) shall in no case exceed the Support and Maintenance Fee paid by Client during the twelve (12) month period immediately prior to Client's claim in respect of the Support and Maintenance that is the subject of such claim.

Survalent.

8.2 Survalent hereby excludes all liability that Survalent has not expressly accepted in the Contract. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause 8, "Survalent" includes Survalent's employees, sub-contractors, licensors and suppliers who shall therefore have the benefit of the limits and exclusions of liability set out in this Clause.

8.3 No action, regardless of form, arising out of transactions occurring under or contemplated under the Contract may be brought by either party more than one (1) years after the cause of action has accrued.

8.4 Client shall have no remedy in respect of any representation (whether written or oral) made upon which Client relied in entering into the Contract ("Misrepresentation) and Survalent shall have no liability to Client other than pursuant to the express terms of the Contract.

8.5 IN NO EVENT SHALL SURVALENT BE LIABLE FOR OR OBLIGATED IN ANY MANNER TO PAY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR PRODUCTION, INSTALLATION/DEINSTALLATION COSTS, PLANT DOWNTIME, LOSS OF USE OF PRODUCTIVE FACILITIES OR EQUIPMENT, RECORDS OR DATA, PROPERTY DAMAGE, PERSONAL INJURIES, OR GOVERNMENTAL FINES OR PENALTIES, WHETHER SUFFERED BY CLIENT OR ANY THIRD PARTY.

9 Duration & Termination.

9.1 Each Contract shall become effective on the Effective Date and shall continue for a period of twelve (12) months, unless and until terminated in accordance with the provisions of Clauses 2.5 or 9.2.

9.2 Either party ("the Initiating Party") may forthwith terminate the Contract at any time:

a) On giving written notice to the other party if the other party commits any material breach of any term of the Contract and in the case of a breach which is reasonably capable of remedy fails to remedy that breach to the reasonable satisfaction of the Initiating Party within thirty (30) days of a written request to remedy the same; or

b) On giving written notice to the other party if the other party has filed for bankruptcy. As used in this section 9.2 b), the term "bankruptcy" shall mean (i) apply for or consent to the appointment of, or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or substantially all of its assets, (ii) commence a voluntary case under applicable bankruptcy laws (as now or hereafter in effect), (iii) be adjudicated as bankrupt or insolvent, (iv) file a petition seeking to take advantage of any other law providing for relief of debtors, or (v) acquiesce to, or fail to have dismissed within sixty (60) days, any petition filed against it in any involuntary case under such bankruptcy laws.

9.3 The expiry of the Contract or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of either of the parties accrued prior to such termination.

10 Intellectual Property:

Survalent is the owner or licensee of the patent, copyright, trade secrets, trademarks and any other intellectual property rights which exists in the Hotfixes, Updates and Upgrades. Title to the Hotfixes, Updates and Upgrades shall remain vested in Survalent. For the avoidance of doubt title and all intellectual property rights to any design, new software, new protocol, new interface, enhancement, update, derivative works, revised screen text or any other items that Survalent creates shall remain vested in Survalent. Any rights not expressly granted herein are reserved to Survalent.

11 Confidentiality:

11.1   Confidential Information shall be defined as any information (whether disclosed in oral, written or electronic form) belonging or relating to Survalent's or Client's business affairs or activities and which: (i) has been marked as confidential or proprietary, (ii) has been identified orally or in writing as being of a confidential nature, or (iii) may reasonably be supposed to be confidential in the circumstances.

11.2   Each party undertakes that for a period of five years from the date of disclosure it will not, without the prior written consent of the other party, use, disclose, copy or modify the other party's Confidential Information (or permit others to do so) other than is necessary for the performance of its rights and obligations under the Contract. Each party hereby agrees that it shall treat the other's Confidential Information with the same degree of care as it employs with regard to its own Confidential Information of a like nature and in any event in accordance with best current commercial security practices, disclosing such Confidential Information only to those of its employees, consultants and bona fide professional advisers who need to have such information for the purposes of the Contract, and ensuring that such employees, consultants and professional advisers shall be bound by the same confidentiality obligations as are set out in this clause.

11.3   The provisions of Clause 11.2 shall not apply to: a) any information in the public domain otherwise than by breach of the Contract; b) information lawfully in the possession of the receiving party thereof before disclosure by the disclosing party; c) information lawfully obtained without restriction from a third party; and d) information required to be disclosed by a court of competent jurisdiction, governmental body or applicable regulatory authority provided that the party under such duty to disclose shall use all reasonable endeavours to give the other party as much prior notice of such disclosure as is reasonably practicable and permitted by law.

11.4   Each party may publicize its involvement with the other party.

11.5   If the Contract is terminated, each party shall, at the other party's option, return or destroy all Confidential Information of the other party.

12 Assignment:

Either party may assign the Contract or otherwise transfer any rights or obligations under the Contract with the other party's prior written consent, such consent not to be unreasonably withheld.

13 Force Majeure:

Neither party is responsible for failure to fulfil its obligations hereunder due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder. Dates or times by which each party is required to render performance under the Contract shall be postponed automatically to the extent that the party is delayed or prevented from meeting them by such causes.

14 Notices:

All notices made pursuant to any Contract must be made in writing. Any written notice to be given or made pursuant to the provisions of any Contract shall be sent postage prepaid by registered, or recorded mail, or reputable courier service, or by email, addressed to the other party's address or information stated above. Unless otherwise provided in the Contract, all notices shall be deemed as given on the day of their receipt by the receiving party.

15 Entire Agreement:

The Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written. The Contract shall prevail notwithstanding any variance with the terms and conditions of any order or purchase order submitted by Client.

16 Survival:

The following clauses shall continue to be in effect after the termination or expiration of the Contract: 1, 5.2, 6, 7, 8, 9.3, 10, 11, and 14 - 18 inclusive.

17 General:

If any provision of the Contract is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions of the Contract shall not be affected thereby, and that the remainder of the Contract shall remain valid and enforceable. No waiver by either party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by either party shall preclude any other or further exercise thereof or the exercise of any such power or right under the Contract. The Contract may not be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorised representatives of Survalent and Client.

Schedule A
Service Level Agreement

A) Issue Reporting.

Clients must report Issues to Survalent in the following ways:

E-mail	support@survalent.com
Customer Online Support Portal	www.survalent.com (Click on Support) • Login username & password will be provided to Client by the Effective Date
Phone	US/Canada: +1 (855) 402-2600 Colombia: +57 (04) 609-1224 Peru: +51 (01) 730-6751 International: +1 (905) 285-2247

All Issues will be logged as support cases and can be tracked by Client via the online support portal. The response and resolution times set out below shall only apply to Issues logged via Survalent's support e-mail, online customer support portal, or by phone numbers noted above. **If any other methods of communication, not listed above, is used to communicate information relating to a support Issue, response and resolution times may be compromised.**

B) Support Time / Hours.

Survalent will provide telephone support for reporting, correcting and resolving issues within the timeframes set forth herein. Survalent will maintain records of all reported Issues made by Client personnel.

Telephone support will be available to Client during business hours from Monday to Friday, between 08:00 hrs and 18:00 hrs (ET). Support will be available during non-business hours (NBH), including holidays, for Clients with NBH Support service option in their Contract.

Survalent observes **Canadian and Ontario** statutory and banking holidays. The list of Survalent's holidays:

Family Day (3rd Monday of February)	Thanksgiving Day (Third Monday in October)
Good Friday (Friday before Easter)	Christmas Eve (December 24)
Victoria Day (Monday before May 25)	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (December 26)
Civic Holiday (First Monday in August)	New Year's Eve (December 31)
Labour Day (First Monday in September)	New Year's Day (January 1)

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C) Issue Categories / Response Time.

Issues will be categorised as set out below by Survalent in Survalent's reasonable opinion at the time each Issue is reported:

Priority	Description	Response Time Business / Non-Business Hours
Urgent	Classified as a serious issue that affects System functionality, performance, or stability that results in the loss or failure of the System or a significant component, and so impacts the overall operation of the System, and therefore must be addressed immediately	• Bronze – 6 hours / Not Applicable • Silver – 4 hours / 6 hours • Gold – 2 hours / 4 hours • Platinum – 1 hour / 2 hours
High	Classified as an important issue that affects System functionality, performance, or stability but does not impact the overall operation of the System, but nevertheless must be addressed quickly	• Bronze – 12 hours / Not Applicable • Silver – 8 hours / Not Applicable • Gold – 4 hours / Not Applicable • Platinum – 2 hours / Not Applicable
Medium	Classified as a minor issue which affects a component of the System, but which does not affect the operations, performance, or stability of the System, and so can be addressed over a longer time period	• Bronze – 24 hours / Not Applicable • Silver – 12 hours / Not Applicable • Gold – 8 hours / Not Applicable • Platinum – 4 hours / Not Applicable
Low	Classified as an information request/documentation issue, which does not affect System software/hardware functionality, and so can be addressed over a longer time period	• Bronze – 48 hours / Not Applicable • Silver – 24 hours / Not Applicable • Gold – 12 hours / Not Applicable • Platinum – 8 hours / Not Applicable

Severity	Description	Resolution Target
Critical	Classified as a serious issue that affects System functionality, safety, performance, or stability that seriously compromises the operation of the System.	Survalent will use best efforts to resolve the Issue during and after business hours to provide a resolution or workaround. If the resolution requires a software fix, the fix will be provided in a subsequent Hot Fix, Update, or Upgrade.
Major	Classified as an important issue that affects System functionality, safety, performance, or stability but does not impact the overall operation of the System.	Survalent will use best efforts to resolve the Issue during business hours to provide a resolution or workaround. If the resolution requires a software fix, the fix will be provided in a subsequent Hot Fix, Update, or Upgrade.
Minor	Classified as a minor issue that does not affect System functionality, performance, or stability, such as cosmetic issues that are considered important that do not affect operation of the System.	Survalent will provide initial response during normal business hours. Survalent will suggest a workaround if appropriate. If the resolution requires a software fix, the fix will be provided in a subsequent Hot Fix, Update, or Upgrade.

Note: Response time may rollover to next business day hours depending on time of received request.

Survalent shall use its reasonable efforts to respond and resolve Issues during the timeframes noted. The current status of the Issue can be viewed via Survalent customer online support portal.

D) Escalation.

In the event that the Client has concerns regarding the Survalent's progress with a particular issue or with any other matter regarding the delivery of Support and Maintenance, the Client may raise such concerns with Survalent according to the following escalation path:

    a. Manager Customer Support – Rafael De La Fuente jacosta@survalent.com (905) 285-9491

    b. VP Customer Success – Ian MacCuaig   imaccuaig@survalent.com   (905) 285-9497

    c. President/CEO – Steve Mueller   smueller@survalent.com   (905) 285-2211

E) Upgrades, Updates and Hot fix process

Where an Upgrade, Update or Hot fix is used to remedy an Issue, it is the responsibility of the Client to ensure that this release resolves the Issue and that the Client is satisfied to continue with this release until a future Update, Upgrade or Hot fix is available. If the Client finds that the Upgrade, Update or Hot fix does not resolve the Issue to an acceptable level then the Client is free to revert back to their previous version of the software and shall notify Survalent of such. Survalent shall then create a new Issue, which shall be resolved in accordance to the Clause C above.

PURCHASER: _____

PRINT

NAME: _____

TITLE: _____

SELLER: SURVALENT TECHNOLOGY INC.

PRINT _____

NAME: _____

TITLE: _____

Better Software.
Better Decisions.

With Survalent, you can control your critical network operations with confidence. We're the most trusted provider of advanced distribution management systems (ADMS) and substation automation for electric, water/wastewater, oil & gas, renewable energy, and transit utilities across the globe.

Over 700 utilities in 40 countries rely on the SurvalentONE platform to effectively operate, monitor, analyze, restore, and optimize operations. By supporting critical utility operations with a fully integrated solution, our customers have significantly improved operational efficiencies, customer satisfaction and network reliability. Our comprehensive substation automation solution, Survalent StationCentral, delivers advanced control and monitoring for enhanced network performance and protection.

Our unwavering commitment to excellence and to our customers has been the key to our success for over 60 years.

100% Project Delivery. We Guarantee It. Ask Us How.

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