



Consulting and Support Services Agreement

July 30, 2018

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1 Software Maintenance & Support Agreement

This agreement ("Support Agreement", "Software Assurance", "Agreement") defines the terms and conditions under which Technical Support, Maintenance, Consulting Services, Training, Defects and Software Upgrades will be provided by B-Scada Inc. ("B-Scada") to the organization ("Customer", "Client") for the support of Software ("Software").

1.1 Supported Software

The Term 'Supported Software' in this agreement includes Status Enterprise SCADA and Status Device Cloud IoT Platform hosting service.

1.2 Taxes

All fees under this Agreement exclude all applicable sales, use, and other taxes and government charges, whether federal, state, local or foreign, and Customer shall be responsible for payment of all such taxes (other than taxes based on Service Provider's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or license of the Supported Software and performance of the Services hereunder.

1.1 Term

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides thirty (30) days written notice of termination of this Agreement.

2 Support

2.1 General

We provide basic free support and paid premium support as outlined below.

2.1.1 Support Hours

B-Scada will provide support Monday through Friday from 9:00AM to 5:00PM EST with the exception of statutory holidays. If Customer requires support outside of normal support hours, this can be arranged on a case by case basis and is subject to the availability of the support engineer and may require a minimum of 24 hours advance notice to the B-Scada. Support outside normal business hours is billable at 1.5 times the posted rate.

2.1.2 Product Updates

The Software is updated from time to time with new features and fixes for defects. Customers are entitled to these updates without charge.

2.2 Free Support

Basic support is included with all of our products. This includes access to all of the resources on <http://ScadaUniversity.com> which includes how-to videos, product documentation, whitepapers and case studies.

Basic support also allows access to the user [Forum](#) where you can ask product related questions. This forum is monitored by B-Scada support.

2.3 Premium Support

Premium support includes email and phone support for technical assistance. It includes software how-to, troubleshooting of hardware, connectivity, and communication issues.

The client should understand that all software has bugs, and in complex systems it is impossible to anticipate and test for every possible system configuration, use case and condition that the software may be required to operate under.

The client must also understand that our ability to provide technical support and development resources to investigate and support the system is contingent on us having a continuing source of revenue from which to pay our staff.

For Premium Support, a minimum of 5 support hours must be purchased prior to our support staff providing time for investigation of an incident. Unused hours will be kept until needed or refunded to the customer upon request. If the incident is the result of a defect in the Software, a suitable work around will be proposed, or the defect will be fixed at the B-Scada's expense. Time for investigation of the incident is billable to the Customer.

The rate for Premium Technical Support is \$100 per hour.

3 Professional Services and Custom Development

3.1 Rate

B-Scada will provide professional services for the development graphics screens, training, model design and general consulting services. The rate is \$100 per hour.

B-Scada can also provide custom software development services for development of custom data monitoring solutions or to extend functionality of the Software. The rate is \$125 per hour.

3.2 Terms

All work is performed on time and material at the specified rate. Estimates of time required to complete a piece of functionality can be provided if a statement of work is provided. Since statements of work are typically incomplete and lack vital information regarding implementation details that affect the development time. These estimates are only informational. Work is still performed at time and material. While we will strive to deliver a quality product as fast and efficiently as possible, the client should understand that all software has bugs, and it is impossible to anticipate and test for every possible

system configuration, use case and condition that the software may be required to operate under. As such, testing and fixing of defects within the work is billable.

4 Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

4.1 Warranty

B-Scada will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but B-Scada does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to B-Scada Software running under the certified environments specified in the release notes for that product. B-Scada will provide the Customer with substantially the same level of service throughout the term of this agreement. B-Scada may from time to time, however, discontinue Software products or versions and stop supporting Software products or versions one year after discontinuance, or otherwise discontinue any support service. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. B-SCADA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

4.2 Termination

This agreement may be terminated for non-payment or material breach. Termination of this agreement may only be made by a designated contact listed in the *Designated Contacts* section of this agreement. Upon termination of this Agreement, Service Provider shall have no further obligation to provide any Services hereunder to Customer.

4.3 Intellectual Property

B-Scada will retain ownership of all proprietary rights in the Software, including certain rights, if any, that B-Scada has pursuant to license from another party. Upon full payment of the fees set forth in this Agreement, B-Scada will grant to Client a non-exclusive license to use the Software in its own business. Client is not authorized to sell, transfer or license the Software or rights thereto to any other person or organization.

4.4 Limitation of Liability

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of B-Scada's Work, whether in contract,

tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold B-Scada harmless against any claims incurred by B-Scada arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. B-Scada's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to B-Scada during the six (6) month period prior to the date the claim arises.

4.5 Assignment

Customer will not assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

4.6 Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois. The arbitration will be held in Illinois. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

4.7 Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

4.8 Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

4.9 Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

4.10 No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

5 Confidential Information

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by B-Scada and will not be disclosed or used by B-Scada except to the extent that such disclosure or use is reasonably necessary to the performance of B-Scada's Work.

All information relating to B-Scada that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

Customer agrees not to directly or indirectly reverse engineer, decompile, replicate, reproduce any or all parts of the software, including but not limited to its screens, database, database structures, executable programs, libraries, images, or scripts.

B-Scada Inc. has innovated data acquisition and real-time visualization technology since 2003, providing leading edge SCADA (Supervisory Control and Data Acquisition), IoT (Internet of Things) and wireless sensor solutions to industrial and commercial customers worldwide.

B-Scada's technology is deployed in numerous industries worldwide, powering some of today's most sophisticated and intelligent systems.

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