



FAIRFAX COUNTY WATER AUTHORITY
8570 Executive Park Avenue, Fairfax, Virginia 22031-2218
www.fairfaxwater.org

OFFICE OF PROCUREMENT
Donald R. Legg, CPPO
Procurement Manager
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NOTICE OF RENEWAL OF CONTRACT

TO: Jim Shannon
DATE ISSUED: August 04, 2017
CONTRACT NO: C-2016-049
CONTRACT TITLE: Agreement for Service

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID FAIRFAX WATER PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective 08/29/2017 and expires on 08/28/2018.

CONTRACT PRICING:

- 1.) Refer to Insource Solutions Quotation #009246 V1, Item (1) ISS-P000

ATTACHMENTS:

- 1.) Fairfax Water Contract C-2016-049 Exhibit I (the "EULA")
- 2.) Insource Solutions Quotation #009246 V1
- 3.) Modified Terms and Conditions - InSource Software Solutions, Inc. – Q9246v1 – Fairfax County Water Authority 9.30.16

EMPLOYEES NOT TO BENEFIT:

NO FAIRFAX WATER EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

Vendor Contact: Jim Shannon
Vendor Payment Terms: NET 30 DAYS

Telephone No.: 804-370-6680
Email Address: jshannon@insourcess.com

Fairfax Water Contact: Laurie Hankins

Telephone No.: 703-289-6266
Email Address: lhankins@fairfaxwater.org

CONTRACT AUTHORIZATION

Donald R. Legg CPPO 8/4/17

Fairfax Water Contract C-2016-049 Exhibit I (the "EULA")

SCHNEIDER ELECTRIC END USER LICENSE AGREEMENT (the "EULA")

EULA v.4: July 15, 2015 (SZ)

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Any claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration. The arbitral panel shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. The place of arbitration shall be Toronto, Province of Ontario, Canada. The language of the arbitration shall be in English. The arbitration award shall be final and binding on the parties hereto. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective

order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under the Agreement, and any award providing a remedy beyond those permitted under the Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

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Any claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by the provisions of Book Seven of the Code of Civil Procedure of the Province of Quebec and regulations thereunder, as amended from time to time. The arbitral panel shall be composed of three arbitrators, appointed as follows: each party shall appoint an arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the tribunal. The place of arbitration shall be Montreal, Province of Quebec, Canada. The language of the arbitration shall be in French if the arbitration is conducted in Montreal. The arbitration award shall be final and binding on the parties hereto. Each party shall bear its own costs relating to such arbitration, the parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event shall any arbitration award provide a remedy beyond those permitted under this Agreement, and any award providing a remedy beyond those permitted under this Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

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12.6 Severability; Waiver. If a court of competent jurisdiction finds any provision of this EULA invalid or unenforceable, that provision of the EULA will be amended to achieve as nearly as possible the intent of the parties, and the remainder of this EULA will remain in full force and effect. The waiver by either party of a breach of any provision of this EULA in one instance shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this EULA.

12.7 Notices. All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail to the address shown on the relevant Order Form (if to Licensee) or to the Schneider Electric address shown on the relevant Order Form (if to Schneider Electric).

12.8 Assignment. Licensee may not assign this EULA, in whole or in part, without Schneider Electric's prior written consent. Any attempt to assign this EULA without such consent will be null and void. Subject to the foregoing, this EULA will bind and inure to the benefit of each party's permitted successors and assigns.

12.9 Injunctive Relief. A breach of any of the terms contained in this EULA may result in irreparable and continuing damage to Schneider Electric for which there may be no adequate remedy at law. Accordingly, you acknowledge and agree

that Schneider Electric is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

12.10 Survival. The Sections of this Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections, 3, 7, 8, 9, 11.2 and 12.

12.11 Entire Agreement. This EULA (together with any information from the Order Forms and License Files necessary to identify any specific restrictions applicable to Software licensed hereunder) constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, concerning the subject matter of this EULA. This EULA may not be modified or amended except in a writing signed by an authorized representative of each party. It is expressly agreed that the terms of this EULA and any Order Form issued by Schneider Electric will supersede the terms in any purchasing document submitted by Licensee; and the terms of any purchasing document are expressly rejected to the extent inconsistent with the terms of this EULA. If a copy of this EULA in a language other than English is included with the Software or Documentation, it is included for convenience and the English language version of this EULA will control.

We have prepared a quote for you



100217 - Customer FIRST Renewal

QUOTE #009246 V1

PREPARED FOR

Fairfax County Water Authority



804.378.8981 tpalette@insourcess.com www.insource.solutions

Friday, June 16, 2017

Fairfax County Water Authority
Jason Chiu
8570 EXECUTIVE PARK AVE
Fairfax, VA 22031-2218
jchiu@fairfaxwater.org

Dear Jason,

At InSource, our goal is to help our clients be more productive. Strong businesses mean stronger communities.

Our Wonderware Customer First program helps you resolve issues quickly and, when you do have down time, helps you get back to full production faster. We know you rely on your Wonderware Maintenance Agreement to protect your investment and help you succeed.

Please review the support program matrix and service offerings. Your program level decision should consider the complexity of your operations, the maturity of your systems, and availability of dedicated resources. The Standard, Premium and Elite levels of Customer First provide technical support, free upgrades and more, along with helping you deliver greater profitability to your organization.

To purchase your support contract:

- Return the attached quote and a Purchase Order. Purchase Orders should be sent to orderentry@insourcess.com or by fax to 804.378.8970.
- Include a tax exemption certificate. If you are not tax exempt, please add state and county tax amounts to your purchase order.

If you have any questions about this quote or any other matter, contact your Account Executive, Jim Shannon, or me; we're always happy to assist you.

Thank you. We look forward to working with you.

Tammy Paulette
CustomerFIRST Specialist
InSource Solutions



804.378.8981 tpaulette@insourcess.com www.insource.solutions

Customer First Agreement

Agreement ID: 100217
Current Expiration Date: August 28, 2017
Current Support Level: Premium

Agreement for:

Fairfax Water
Corbalis Water Treatment Plant
1295 Fred Morin Road - Corbalis War
Herndon, Virginia 20170

The full Wonderware Customer First Client brochure with all of the program features, benefits and details is available here ([Click Here](#))

Covers Wonderware licenses listed in the attached copy of your Customer First Agreement.

If you would like to make any changes to the licenses which are currently supported by your agreement, please make notes to the agreement and return to customerfirst@insourcess.com.

*****Important note regarding expiration*****

Customer First Support Agreements carry no "grace period" beyond the support agreement expiration date. If an agreement is allowed to lapse, the customer has the following 30 days to renewal with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount.



804.378.8981 tpaulette@insourcess.com www.insource.solutions

Annual Support Renewal

Item	Description	Price	Qty	Ext. Price
1 ISS-P000	Wonderware Customer First Premium Software Maintenance Fairfax Water Corbalis Water Treatment Plant 1295 Fred Morin Road - Corbalis War Herndon, Virginia 20170 To cover period 8/28/2017 to 8/28/2018	\$32,606.91	1	\$32,606.91

Subtotal: **\$32,606.91**

Annual Support Renewal Options

Item	Description	Price	Qty	Ext. Price
2 ISS-E000	Wonderware Customer First Elite Software Maintenance	\$39,337.65	1*	\$39,337.65



804.378.8981 tpaulette@insourcess.com www.insource.solutions

100217 - Customer FIRST Renewal

Quote Information:

Quote #: 009246
Version: 1
Delivery Date: 06/16/2017
Expiration Date: 08/28/2017

Prepared for:

Fairfax County Water Authority
Jason Chiu
8570 EXECUTIVE PARK AVE
Fairfax, VA 22031-2218
jchiu@fairfaxwater.org
(703) 289-6532

Account Executive:

InSource Solutions
Tammy Paulette
866.204.6184
tpaulette@insourcess.com

Prepared by:

InSource Solutions
Tammy Paulette
866.204.6184
tpaulette@insourcess.com

Quote Summary

Description	Amount
Annual Support Renewal	\$32,606.91
Total	\$32,606.91

Taxes, Shipping, handling and other fees may apply. Your order will be pre-processed awaiting final processing after we receive your purchase order at orderentry@insourcess.com or by fax at 804.378.8970. We reserve the right to cancel orders arising from pricing or other errors.

Payment Terms: Net 30

Signature

Date



804.378.8981 tpaulette@insourcess.com www.insource.solutions

Delivery and Payment Terms

General Delivery Terms

- Software/Maintenance: 1-2 weeks
- Hardware: 2-3 weeks for pre-built/off-the-shelf hardware
 3-8 weeks for custom/build-to-order hardware
 4-8 weeks after drawing approval Strongarm build to order enclosures
- Services: Per Contract Agreement
- Onsite Training: Date to be negotiated after receipt of order.
 Generally, no sooner than 30 days from date of order receipt
- FOB: Shipping Point – Freight is prepaid and added to invoice

Standard Payment Terms

- Products/Maintenance: Net 30 Days from date of invoice with approved credit/credit limit
- Training: Pre-pay or payment of invoice prior to class attendance
- Services: Net 30 Days from date of invoice with approved credit/credit limit
- Time & Expense Services invoiced weekly as consumed.
 Fixed Cost Services (including Ready To Go Services) invoiced 50% at time
 of order and 50% upon project completion.
- Travel and Living Expenses billed separately and at cost.

Remit to Address

InSource Solutions
PO Box 72804
Richmond, VA 23235

AGREEMENT ID: 100217

Agreement Effective Date Range: 08/29/2016 - 08/28/2017

Agreement Type: Percentage Support

Support Level: Premium

Customer FIRST for Wonderware

Fairfax Water - Customer Site ID: 119078

Corballis Water Treatment Plant 1295 Fred Morin Road - Corballis War

Hemdon, Virginia 20170

UNITED STATES

Technical Support Telephone Contact Information

Wonderware Southeast - Richm L1: 888-691-3858

Wonderware L2: 800-966-3371

Emergency After Hours: +1-949-639-8500

Software License Number	Key Serial Number	Part #	Part Description	# Users	License Exp Date
1732729-0		04-2080	OI Servers Professional G-1		
1732695-0		09-0341	Info Server Standard Client Per Concurrent User, 10 Pk		
1732706-0		09-0342	Info Server Standard Client Per Concurrent User, 20 Pk		
988775-4		12-12306	Upp, Wonderware Historian Client Per Named User	1	
1232910-4		12-12357	Upp, Info Server Standard Client Per Concurrent User	1	
1083714-5		12-12359	Upp, Info Server Standard Client Per Concurrent User, 10 Pk		
1264064-4		12-12774	Upp, Corp Energy Mgmt, 150 PoEU		
988776-3		12-12890	Upp, WW CAL with MS CAL Runtime Single, SQL 2014 Std		
1232911-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232912-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232913-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232914-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232915-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232916-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232917-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232918-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232919-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1232920-2		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732698-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732697-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732698-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732699-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732700-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732701-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732702-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732703-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		

Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.

AGREEMENT ID: 100217

Agreement Effective Date Range: 08/29/2016 - 08/28/2017

Agreement Type: Percentage Support

Support Level: Premium

Customer FIRST for Wonderware

Fairfax Water - Customer Site ID: 119078

Corballis Water Treatment Plant 1295 Fred Morin Road - Corballis War

Herndon, Virginia 20170

UNITED STATES

Technical Support Telephone Contact Information

Wonderware Southeast - Richmond L1: 888-691-3858

Wonderware L2: 800-966-3371

Emergency After Hours: +1-949-639-8500

Software License Number	Key Serial Number	Part #	Part Description	# Users	License Exp Date
1732704-1		12-12892	Upp, WW CAL with MS CAL Runtime 10IPack, SQL 2014 Std		
1732705-1		12-12892	Upp, WW CAL with MS CAL Runtime 10 Pack, SQL 2014 Std		
1732707-1		12-12893	Upp, WW CAL with MS CAL Runtime 20IPack, SQL 2014 Std		
1732708-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732709-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732710-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732711-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732712-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732713-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732714-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732715-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732716-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732717-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732718-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732719-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732720-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732721-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732722-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732723-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732724-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732725-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
1732726-1		12-12893	Upp, WW CAL with MS CAL Runtime 20 Pack, SQL 2014 Std		
988773-4		SOU-D1175	Upp, Device Integration Svr 2014R2		
988774-4		SOU-D1175	Upp, Device Integration Svr 2014R2		

Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.

AGREEMENT ID: 100217

Agreement Effective Date Range: 08/29/2016 - 08/28/2017

Agreement Type: Percentage Support

Support Level: Premium

Customer FIRST for Wonderware

Fairfax Water - Customer Site ID: 119078

Corballs Water Treatment Plant 1295 Fred Morin Road - Corballs War

Herndon, Virginia 20170

UNITED STATES

Technical Support Telephone Contact Information

Wonderware Southeast - Richm L1: 888-691-3858

Wonderware L2: 800-966-3371

Emergency After Hours: +1-949-639-8500

Software License Number	Key Serial Number	Part #	Part Description	# Users	License Exp Date
1030735-4		SOU-D1175	Upg, Device Integration Svr 2014R2		
1030736-4		SOU-D1175	Upg, Device Integration Svr 2014R2		
988777-5		SOU;P175	Upg, Application Server 2014R2 Platform		
988778-5		SOU-P175	Upg, Application Server 2014R2 Platform		
877342-2		12-12391	Upg, Dev Studio 2014R2 Unlim Unlim / 60000 / 500		
1612967-0 (part of 877342)		12-12771	WW Skelta BPM Developer Edition 1 user		
877343-2		01-3429	InTouch for SystPlatform 2014R2 with Historian Client		
1612968-0 (part of 877343)		19-0171	Application Server 2014R2 Platform		
877344-2		01-3429	InTouch for SystPlatform 2014R2 with Historian Client		
1612969-0 (part of 877344)		19-0171	Application Server 2014R2 Platform		
877345-2		01-3429	InTouch for SystPlatform 2014R2 with Historian Client		
1612970-0 (part of 877345)		19-0171	Application Server 2014R2 Platform		
988768-7		SPU-4575A	Upg, System Platform 2014R2 25000 IO / 25000 History		
1022340-5 (part of 988768)		12-12285	Upg, Application Server 2014R2 Platform		
1022341-5 (part of 988768)		12-12285	Upg, Application Server 2014R2 Platform		
1022342-5 (part of 988768)		12-12285	Upg, Application Server 2014R2 Platform		
1301830-3 (part of 988768)		12-12285	Upg, Application Server 2014R2 Platform		

Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.

AGREEMENT ID: 100217

Agreement Effective Date Range: 08/29/2016 - 08/28/2017

Agreement Type: Percentage Support

Support Level: Premium

Customer FIRST for Wonderware

Fairfax Water - Customer Site ID: 119078

Corbalis Water Treatment Plant 1295 Fred Morin Road - Corbalis War

Hemdon, Virginia 20170

UNITED STATES

Technical Support Telephone Contact Information

Wonderware Southeast - Richm L1: 888-691-3858

Wonderware L2: 800-966-3371

Emergency After Hours: +1-949-639-8500

Software License Number	Key Serial Number	Part #	Part Description	# Users	License Exp Date
988769-7 (part of 988768)		12-12291	Upg, Application Server 2014R2 25000 I/O	9	
988772-6 (part of 988768)		12-12326	Upg, Information Server Portal		
988771-5 (part of 988768)		12-12484	Upg, Device Integration Servers 2014R2		
1301829-3 (part of 988768)		12-12484	Upg, Device Integration Servers 2014R2		
988770-6 (part of 988768)		12-12526	Upg, WW Historian Server 2014R2 Enterprise, 25000 Tag		
1030734-7		12-12391	Upg, Dev Studio 2014R2 Unlim Unlim / 60000 / 500		
1301828-1 (part of 1030734)		12-12771	WW Skelta BPM Developer Edition 1 user		
1732727-0		17-1412	WW Historian 2014R2 Enterprise, 25000 Tag		
1732728-0 (part of 1732727)		09-0308	Information Server Portal		

Support Agreement: Software Support Services are provided subject to the terms and conditions contained in the Customer FIRST User Guide.

Priority. These Terms and Conditions govern the sale and purchase of the Products, Software and/or Services that are provided by InSource Software Solutions, Inc. ("ISS") as set forth in the applicable Quotation or Purchase Order (collectively, the "Order") to Customer (as identified in the Order). These Terms and Conditions constitute an integral part of the contract between ISS and Customer for the purchase of the Products, Software and/or Services set forth in the applicable Order. By signing the Order or any similar ordering document, Customer shall be deemed to enter into a purchase order for the subject Products, Software and/or Services and to agree and acknowledge specifically that (a) Customer has read and understands and agrees to these Terms and Conditions; (b) that the Order (or similar ordering document), including these Terms and Conditions, constitutes a "writing signed by Customer" under any applicable law or regulation; and (c) Customer consents to the electronic delivery of the disclosures contained in these Terms and Conditions. ISS's failure to object to provisions contained in any communication from Customer (including any order set forth on a Customer form) shall not be deemed a waiver of these Terms and Conditions. Any changes in these Terms and Conditions must be specifically agreed to in writing signed by an authorized officer of ISS. In the event of a conflict between these Terms and Conditions and different terms and conditions set forth in an Order, these Terms and Conditions shall prevail unless the inconsistent term in the Order expressly states otherwise.

Quotation. Any Quotation issued by ISS is firm for thirty (30) days from the Quotation Date unless otherwise set forth on the cover page of such Quotation. The pricing in the Quotation applies only to the Product, Software and/or Services type and quantity set forth therein. ISS may, at its option, change the Product, Software and/or Services pricing and other terms for any subsequent sales of the applicable Product, Software and/or Services.

Pricing. The applicable prices are only those specified in the Order and, unless expressly specified therein, do not include applicable destination charges or taxes. Prices are subject to revision when interruptions, delays, or changes in the quality, quantity or scope of the applicable Products, Software and/or Services are caused or requested by Customer.

Taxes. In addition to the prices set forth in the Order, Customer agrees to pay an amount equal to any and all applicable federal, state and local taxes, duties and other levies, which amounts shall be an additional charge to Customer.

Title and Delivery. Any Products or Software will be shipped FOB ISS's shipping location (whether an ISS facility or the facility of the third party provider) at the cost of Customer. In the absence of specific instructions from Customer, ISS will select the carrier and, at its discretion, ship "collected" or prepaid, but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed to be an agent of ISS. Customer must provide its own insurance for all such shipments. Title and risk of loss or damage to the applicable Products or Software shall pass from ISS to Customer upon their delivery by ISS to the carrier. Any claims for loss or damage or misdelivery shall be filed with the carrier.

Payment. Terms of payment shall be net thirty (30) days from date of invoice. Interest on late payments will accrue at a rate of 1% per month. In case of a partial return of any Product or Software by Customer owing to defects covered by warranty, the invoice shall be paid within the term stated, for the amount corresponding to the quantity of Product and/or Software accepted. Customer shall not make reductions on the invoice unit price or quantities without prior written approval of ISS.

Cancellation/Reschedule. No cancellation for ISS's default shall be effective unless ISS shall have failed to correct such alleged default within forty-five (45) days after receipt by ISS of written notice of default from Customer. Once accepted by Customer in writing, any Order for Product, Software or Services pursuant to the applicable Order is firm and non-cancellable. ISS will not accept cancellations or reschedule of the initial or any subsequent order under the applicable Order, other than for default of ISS or upon payment of all ISS's costs incurred for and reasonably allocated to the portion of the work already terminated and/or work in process, in accordance with generally accepted accounting principles.

Inspection and Acceptance. All Software shall be deemed accepted by Customer upon delivery. With respect to Services, Software & Hardware, Customer must notify ISS in writing of any deficiencies in the Services within thirty (30) days of ISS's completion of the same, as set forth in the Order. All Services shall be deemed accepted by Customer after such thirty (30) day period elapses.

Software. Any and all Software provided hereunder is provided pursuant to a license. Nothing herein shall constitute the sale or purchase of any Software or grant Customer any right, title or interest in or to any Software unless otherwise expressly provided in an Order. In all cases (e.g., whether the Software is an ISS-developed product or whether the Software is third-party software that is sublicensed or distributed by ISS), Customer shall be subject to and hereby agrees to comply with the terms and conditions of the applicable End User License Agreement ("EULA") or analogous document for that specific Software product. The terms and conditions of such software license or EULA shall control to the extent that any such terms and conditions conflict with these Terms and Conditions.

Services. To the extent that ISS provides Services under the applicable Order, the following terms shall apply. Unless otherwise agreed in the Order, Services shall be performed between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time (provided that Services provided on site at Customer's facility shall be performed during the above-listed hours in the time zone in which Customer's facility is located). Services shall be provided on an eight (8) hour "man day" basis. When employees or contractors of ISS are required to travel outside the metropolitan areas of their primary work locations, Customer shall reimburse ISS for any reasonable travel and meal expenses actually incurred by ISS that have been authorized by Customer in advance (provided, however, that any travel expenses listed or estimated in an Order shall be deemed approved in advance). ISS shall itemize and include such travel expenses in its invoices to Customer for Services, as set forth in the applicable Order. Upon customer's written request, ISS shall provide receipts or other appropriate documentation.

Ownership. ISS will retain all right, title and interest in and to all methodologies, processes, improvements, designs, tools, algorithms and information used by ISS to deliver the Services hereunder ("Know-how"). Customer agrees that ISS's Know-how constitutes Confidential Information (as set forth below), has tangible value and includes trade secret information of ISS. ISS shall retain all rights to the Know-how, including all copyrights therein, and no license to Customer under any patent, copyright, trademark or other intellectual property right of ISS is either granted or implied by Customer's receipt of any Know-how or ISS's use of any Know-how during the course of its provision of the Services hereunder.

Work for Hire. Customer agrees that all work performed by ISS pursuant to the Order shall be considered a Work for Hire as contemplated and defined in Section 101 of the United States Copyright Act. Accordingly, Customer hereby grants to ISS, absolute and forever, all rights of every kind and nature, in and to the results of ISS's services for any and all copyright terms and all extension and renewal terms of copyright, whether now known or hereafter created, throughout the Universe, for all uses and purposes whatsoever, and free from payment of any royalty or compensation whatsoever, other than herein provided. ISS shall accordingly have the sole and exclusive right to register any work resulting from ISS's services under the terms of the Order with the United States Copyright Office as the sole author thereof. In the event that any work resulting from ISS's services under the terms of the Order is not considered a Work for Hire for any reason, Customer hereby assigns, sells, conveys and transfer all right, title and interest in the work(s) to ISS on a royalty-free basis, in perpetuity, throughout the Universe.

Limited Warranty.

Products. ISS warrants only that Products sold or delivered shall conform to the standard physical characteristics for the applicable Products as defined within the applicable Product specifications supplied by ISS in connection with the Order. ISS warrants that the Products shall conform to the Product specifications for a period of one (1) year after the date of delivery to Customer (the "Warranty Period"). If, during the Warranty Period, any Product is found to be defective in material or workmanship, ISS, at its option, shall replace or repair the defective Product; provided, however, that such repair or replacement is Customer's sole and exclusive remedy for receipt of a defective Product. This warranty is non-transferable and applies only to the original purchaser of the Product(s); any resale of the Product(s) without the express, prior, written permission of ISS shall render this warranty void. This warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by the customer, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment or software.

Software. The warranty applicable to Software licensed by ISS to Customer is set forth in the applicable EULA for the specific Software product that is the subject of such license. Unless otherwise expressly provided in the applicable EULA, Customer's sole and exclusive remedy for receipt of defective Software is repair or replacement of such Software.

Services. ISS warrants that the Services shall be performed in a good and workmanlike manner and shall conform to the specifications, if any, set forth in the applicable Order. If Services with regard to any Product are found defective under normal intended usage or operation within ninety (90) days from the time of completion of the Services, ISS shall correct such defects, provided that written notice of a claimed defect is given promptly upon discovery and within the services warranty period. ISS's re-performance of any Services found to be defective is Customer's sole and exclusive remedy for receipt of any defective Services.

Third Party Products or Software. ISS warrants Products or Software supplied by third parties only to the extent that such third parties allow ISS to pass through to Customer the warranties of such third parties. To the extent permitted, ISS shall assign to Customer any such applicable warranties. Customer's sole remedy for a breach of such warranty shall be the remedy offered by and available from the third party supplier. Products or Software from third parties which are not accompanied by third party warranties are sold on an "AS IS" basis.

Disclaimer of Warranties. ISS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW, CONTRACT OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR

A PARTICULAR PURPOSE, INTEROPERABILITY OR NON-INFRINGEMENT, ALL OF WHICH ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ISS'S WARRANTIES AS HEREIN SET FORTH SHALL NOT BE ENLARGED, DIMINISHED, OR OTHERWISE AFFECTED BY, NOR SHALL ANY OBLIGATION OR LIABILITY OF ISS ARISE OUT OF ISS'S RENDERING OF TECHNICAL ADVICE OR SERVICES IN CONNECTION WITH THE PRODUCTS OR SOFTWARE FURNISHED HEREUNDER.

Limitation of Liability. LIABILITY OF ISS TO CUSTOMER FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ANY ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE SHALL BE LIMITED TO THE PRICE SPECIFIED IN THE APPLICABLE ORDER FOR THE SPECIFIC PRODUCT, THE COMPONENT OF SOFTWARE OR THE SERVICE RENDERED THAT CAUSED THE DAMAGES OR THAT IS THE SUBJECT MATTER OF, OR IS DIRECTLY OR INDIRECTLY RELATED TO THE CAUSE OF ACTION. IN NO EVENT SHALL ISS BE LIABLE TO CUSTOMER OR OTHERS FOR LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF USE OR OTHER SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION THEREOF, WHETHER IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, EVEN IF SYNCHRONY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY. CUSTOMER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES ARISING FROM OR IN CONNECTION WITH, THE USE OR MISUSE OF THE PRODUCTS OR SOFTWARE BY CUSTOMER, ITS EMPLOYEES, OR OTHERS.

Force Majeure. ISS will not be responsible or liable for any delay or failure in performance arising as a result of fire, accident, acts of God, acts of public enemy, war, labor disputes, failure or delays, transportation, inability to secure product, raw materials or machinery for the manufacturing process, requirements or acts of any government or agency thereof, judicial action or other causes beyond ISS's control. In such event, ISS may defer performance for a period equal to the time lost by reason of the delay. If such time exceeds 45 days, ISS may by written notice to Customer cancel the applicable Order as to any Products, Software or Services then undelivered without liability to Customer.

Confidentiality. The parties recognize that, during the course of the provision of the Products, Software and/or Services, each of ISS and Customer may have access to confidential or proprietary information belonging to the other party. If the parties have an executed non-disclosure agreement in place, then the terms and conditions of such non-disclosure agreement shall govern the treatment of such information. If the parties are not party to an executed non-disclosure agreement, then the terms set forth in this Confidentiality section apply. The parties agree that any such confidential and proprietary information shall remain confidential. Each party agrees to use the same means it uses to protect its own proprietary or confidential information, but in any event, not less than reasonable means, to prevent the disclosure and protect the confidentiality of any of the following (collectively, "Confidential Information"): (a) written information received from the other party whether or not it is marked as confidential; and (b) oral or visual information disclosed by one party to another. Nothing in this Confidentiality provision shall prevent either party from disclosing Confidential Information that (i) is already known by the receiving party (so long as the Confidential Information was not received in violation of a previous confidentiality obligation of the receiving party or a third party); (ii) is publicly known or becomes publicly known without any breach of a confidentiality obligation by the receiving party; (iii) is received from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (v) is approved in writing by the disclosing party for disclosure. Nothing herein will prevent either party from disclosing the other party's Confidential Information if required by a government agency or court of law; provided, however, that the party obligated to disclose such information shall promptly notify the other party of such obligation and reasonably cooperate in obtaining a protective order or other confidentiality agreement. If the parties may not obtain a protective order or other remedy, the parties will only disclose such portion of the Confidential Information that is required, by law, to be disclosed, and the parties will use reasonable best efforts to obtain assurances that the Confidential Information will be protected from public disclosure.

Upon termination of the applicable Order and/or the completion of ISS's provision of any Services hereunder and/or a disclosing party's request, each party shall return or destroy all written, descriptive or tangible matter that contains or embodies the other party's Confidential Information. The parties acknowledge that any unauthorized use or disclosure of Confidential Information would result in immediate and irreparable harm to the disclosing party for which monetary damages may not be adequate. Accordingly, either party shall be entitled to seek equitable relief in order to prevent such unauthorized use or disclosure or stop an ongoing unauthorized use or disclosure without the necessity of seeking a bond or other security.

Term and Termination. The Term of any Order shall be as set forth in the Order. If not otherwise specified, the Term shall commence as of the date of execution of the Order and expire at the later of the date ISS receives payment in full for all Products, Software and/or Services provided and the date ISS completes its provision of the applicable Products, Software and/or Services that are the subject of the Order. Orders accepted by ISS may be canceled by Customer only with the written consent of ISS (which ISS may withhold) and upon payment of reasonable cancellation or restocking charges as specified in the applicable Order. ISS shall have the right to cancel any order or to refuse or delay the shipment thereof for failure of Customer to make payments due or for any acts or omissions that delay or impair ISS's performance. In the event of bankruptcy or insolvency of Customer, or in the event any proceeding is brought by or against Customer, voluntarily or involuntarily, under any provision of the Bankruptcy Act or any insolvency law, ISS shall be entitled to cancel any order then outstanding, at any time during the period allowed for filing claims against the estate, and shall receive reimbursements for its reasonable and proper cancellation charges. The Ownership, Intellectual Property Indemnification, Governing Laws, Disclaimer of Warranty, Limitation of Liability provisions and those other provisions that by their nature are intended to remain in effect after the termination of the applicable Order shall survive such termination or expiration. Notwithstanding the foregoing, the Confidentiality provisions shall remain in effect for a period of two (2) years after such termination or expiration; provided, however, that to the extent any Confidential Information also constitutes trade secret information, the obligations set forth in the Confidentiality provision shall remain in full force and effect with respect to such Confidential Information for so long as it retains trade secret status.

Assignment. Customer will not assign or subcontract its order, any interest therein or any right therein without the prior written consent of ISS. Nothing herein shall prevent ISS from subcontracting its performance of any of the Services hereunder to any affiliate or subsidiary or from assigning these Terms and Conditions to any affiliate or subsidiary or to any entity that acquires all or substantially all of ISS's assets or securities.

Governing Laws. Any dispute regarding the order (including the Terms) will be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to its conflict of laws provisions). Customer agrees that it will submit to the personal jurisdiction of the competent courts of the Commonwealth of Virginia in Richmond, Virginia and the courts of the United States sitting in the Eastern District of Virginia (Richmond Division), in any controversy or claim arising out of the sale contract.

Export Control. Customer will comply fully with all export control laws and regulations of the United States Government and with any applicable laws and regulations of any other country and will indemnify, if requested, Company for any failure. Customer agrees not to export or re-export either directly or indirectly any technical data furnished hereunder or the direct product of such technical data to any country that, as set forth in the Export Administration Regulations of the United States Department of Commerce, is prohibited.

Severability of Provisions. In the event of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Independent Contractors. The relationship of the parties is that of individual independent contractors or of vendor and vendee and nothing contained herein shall be deemed to (i) create a joint venture or partnership among ISS and Customer, or (ii) cause either party or any of their respective officers, agents or employees to be or become the agent or employee of the other party for any reason.

Employee Solicitation. Customer shall not solicit or hire for employment the employees of ISS with whom the party had contact during the course of providing services. This obligation shall continue for a period of 12 months following the completion of the most recent work performed or contacted. If Customer breaches its obligations the Customer shall, as liquidated damages and as full and complete compensation for such breach, pay ISS an amount equal to twenty-five (25%) percent of the total gross earnings of ISS generated by the affected employee for the preceding twelve (12) month period.

Complete Agreement. The Order, including these Terms and Conditions and all attachments and documents incorporated by reference therein, constitutes the complete and exclusive statement of the terms and conditions of the contract between ISS and Customer and supersedes all prior or contemporaneous agreements, representations and/or communications, either oral or written, between the parties hereto or any representative of such parties with respect to the subject matter hereof. No change to this contract or waiver of any provision hereof will be binding on ISS unless made in writing and signed by a duly authorized representative of ISS.