

## AVEVA Flex Agreement Lake Havasu City

**1. SUBSCRIPTION AGREEMENT**

This Subscription Agreement is made on September 11, 2024 "Effective, Date" between Lake Havasu City with a principal place of business at 2330 N. McCulloch Blvd, Lake Havasu, Arizona 86403 and Q-mation, Inc., a Pennsylvania corporation, with a principal place of business at 425 Caredean Drive, Horsham, Pennsylvania 19044.

**2. LICENSE REPLACEMENT**

The parties hereby agree that any perpetual or subscription access licenses granted by AVEVA to End-User in any previous agreement or otherwise are hereby (1) canceled and replaced with the equivalent subscription licenses ("Subscription Licenses").

**3. AGREEMENT TERM**

The agreement begins on the Effective Date and is non-cancellable. The agreement will run for three (3) consecutive years, with the expiration date set at September 10, 2027.

**4. SUPPORT SERVICES**

Provided with this agreement, for the entire three (3) year term, is **AVEVA Customer First – Standard Level**, which provides access to AVEVA Technical Support, and distribution of license upgrades. Further details of the support services included with the agreement are noted in Exhibit 1.2.

**5. AGREEMENT FEES TERM**

Lake Havasu City is expected to issue a purchase order for the estimated amounts stated below by September 10<sup>th</sup> of each calendar year this multi-year agreement is in place.

The Base amounts are shown below. Annual fees will be based on increased FLEX Subscription license usage, additional sites, and divestiture adjustments.

AVEVA FLEX Agreement*	Year 1 Total	Year 2 Total	Year 3 Total
<b>Base Amount</b>	<b>\$40,851</b>	<b>\$42,903</b>	<b>\$45,036</b>

\*Note: The AVEVA FLEX Agreement is calculated on a basis of 2700 total FLEX credits per year.

**Item in the FLEX Agreement: 2700 credit Flex Renewal**

**6. HOW TO PURCHASE ADDITIONAL AVEVA FLEX LICENSES**

Lake Havasu City may procure new licenses with FLEX credits. Lake Havasu City would place a Purchase Order to Q-mation for the FLEX Top-up Credits needed at \$16.64 per FLEX Credit. New credits (Top-up Credits) are purchased at a prorated amount according to the contract end date. The credits are then added to the FLEX Portal, and the licenses can be selected through a parts list and downloaded for use. The new credits will be prorated in the current year through the end of the agreement.

Year 1 / 2024-2027 Annual Calculation	
Description	Amount
Base FLEX Credits at 9/11/2024 Agreement Effective Date (2,700 FLEX Credits)	\$40,851
2024-2027 New FLEX credit purchases are prorated through 9/10/2027 (Invoiced at the time of purchase)	Prorated 2024-2027

Year 2 / 2025-2027 Annual Calculation	
Description	Amount
Base FLEX Credits at 9/11/2024 Agreement Effective Date (2,700 FLEX Credits)	\$42,903
2025-2027 New FLEX license purchases are prorated through 9/10/2027 (Invoiced at the time of purchase)	Prorated 2025-2027
Year 3 / 2026-2027 Annual Calculation	
Description	Amount
Base FLEX Credits at 9/11/2024 Agreement Effective Date (2,700 FLEX Credits)	\$45,036
2026-2027 New FLEX license purchases are prorated through 9/10/2027 (Invoiced at the time of purchase)	Prorated 2026-2027

**7. DETERMINING ANNUAL FLEX CREDIT BASIS**

Q-mation and Lake Havasu City will review the AVEVA Flex Program Agreement ninety (90) days before each year's renewal to account for in-year FLEX credit additions.

The AVEVA FLEX Credit base amount cannot be reduced during the three-year agreement term.

**8. RENEWAL TERM / SUBSCRIPTION OPTIONS**

At the end of the initial three-year term, Lake Havasu City can renew for a new three-year term. To allow reasonable time for negotiations, Q-mation will supply Lake Havasu City with a three-year renewal agreement draft by 6/12/2027.

**9. CONFIDENTIALITY**

Confidential Information" means any information (either oral, written or digital) provided or prepared by a party ("disclosing party") that is provided to, or obtained by the other party (including any director, officer, employee, agent, or representative) ("receiving party") including, but not limited to, that which relates to research, product plans, products, services, clients, vendors, employees, partners, business plans, markets, software, developments, inventions, processes, designs, drawings, engineering, technical data, know-how, hardware configuration information, marketing or finances of the disclosing party.

The terms of the Confidentiality, if any, between Lake Havasu City and Q-mation shall apply to this agreement, all current Lake Havasu City sites listed, and any new sites Lake Havasu City adds to the agreement from and after the date hereof.

AGREED AND ACCEPTED BY:  
Lake Havasu City

AGREED AND ACCEPTED BY:  
Q-mation, Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1.1 – Lake Havasu City  
Defined Site Locations**

Lake Havasu City  
2330 N. McCulloch Blvd, Lake  
Havasu, Arizona 86403

## Exhibit 1.2 – AVEVA Customer First Standard Level

Included Services	Primary	Standard	Premium	Elite
<b>Technical Support and Services</b>				
Business Hours Technical Support (Normal Local Business Hours)	✓	✓	✓	✓
Knowledge and Support Centre Website	✓	✓	✓	✓
Customer FIRST Mobile Apps	✓	✓	✓	✓
eLearning *	✓	✓	✓	✓
En Route Response Plan for Billable Onsite Corrective Assistance	NBD	NBD	24 hours	4 hours
Discount on Technical Support Consulting Services		5%	10%	20%
Level 2 Direct/Advanced Technical Support		✓**	✓	✓
Emergency 24-Hour Technical Support (24/7) **			✓	✓
Customer FIRST Program Reviews (Per Year)			1	2
Technical Support Priority Response Commitment				✓
<b>Software Maintenance And Utilities</b>				
Software Maintenance Releases, Service Packs, Patches, Updates and Hotfixes	✓	✓	✓	✓
Software Version Upgrades and Revisions		✓	✓	✓
Software Asset Manager (for Wonderware, Citect, Ampla)		✓	✓	✓
License Assurance			✓	✓
Discount on Test and Offline Development System Licenses			✓	✓
Sentinel System Monitor***				✓
<b>Additional Benefits: Minimum Contract Spend Required</b>				
Included Training for your AVEVA software product (Classroom, eLearning or Virtual Instructor-led)			1	2
Block of Technical Support Consulting Services included			16	24
Complimentary Invitations to AVEVA Software Customer Events			2	5
Dedicated Customer Portal			✓	✓
Technical Account Management Team			✓	✓
Annual Lifecycle Assessment and Upgrade Planning Roadmap			✓	✓

\*\* Emergency 24x7 technical support is available by upgrading to PREMIUM or ELITE support levels.