MAINTENANCE / TECHNICAL SUPPORT

Maintenance/Technical Support Renewal Form

Your Renewal Date is: 09/01/14

H2O
BenchMark™

City of Gahanna, OH

Includes: 1-800 Live/Toll-Free (800.761.4999) Telephone Support - WebEx Remote Support
All program Updates to **XC2® Software**
Exception: This does not apply to any U.S. Government Agencies needing an update CD.

XC2 Software, LLC 122 Taylor Dr. Fairfax, CA 94930
E-Mail, Mail, Or Fax Completed Renewal Form To: 415.258.9561

Your Products:

Code	Name	Qty Recs	Qty Users
XC2-01-BFP-UNL	XC2® Backflow Prevention Software - Single-User Unlimited Re	8,000,000	1
XC2-XX-FOG-0200		200	1
XC2-XX-VAL-1500	XC2® Valve Exercising/Maintenance Module - 1500 Records	1,500	1

	Price BEFORE 09/01/14	Price AFTER 09/01/14
Please indicate length of contract:		
*1 Year Maintenance/Tech Support/Updates	$820	$1,050
☐ *2 Years Maintenance/Tech Support/Updates	$1,500	$1,725
☑ *3 Years Maintenance/Tech Support/Updates	$2,050	$2,275
Save $140 on a 2 Year Contract!		**Save $410 on a 3 Year Contract!**

State of Washington Customers: Include Applicable Sales Tax on 50% of Renewal Cost on your purchase order
(Maintenance is 50% of Cost - Support is 50% of Cost - Support is Non-Taxable)

$ _____ ÷2 = $ _____ x % _____ = $ _____ $ _____
① Contract Amt.   ② Amt. of Maint.   ③ Tax Rate   ④ Tax Amount   ⑤ TOTAL LINE 1 + 4

JENNIFER HAMILTON   614-342-4006
Name: (Designated Contact Person)   Phone:

(signature) Jennifer Hamilton   PI400270   6-18-14
Authorized Signature   Purchase Order#   Date

If you would like to pay by Credit Card, please include Credit Card Information below

_____

Credit Card #   Name On Card   Exp. Date

_____ X
Security # (3 digit number)   Billing Street Address   Zip Code

* Please Sign and Return Attached License and Warranty Agreement with Order

Customer is responsible for and agrees to pay any and all sales or use taxes or any penalties due to late or non-payment of those taxes imposed at any time whatsoever on this transaction. The exhibits and schedules referred to in this agreement are to be included and constitute an integral part of this agreement and are deemed to be included in any purchase order resulting from this proposal.

EXHIBIT A
SOFTWARE LICENSE AGREEMENT AND WARRANTY

THIS LICENSE AND WARRANTY IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE") (EITHER AS AN INDIVIDUAL OR ENTITY) AND XC2 SOFTWARE LLC. ("LICENSOR"). BY USING THE PRODUCT SHIPPED WITH THIS LICENSE AND WARRANTY, YOU ACCEPT AND AGREE TO THE TERMS HEREOF. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS LICENSE AND WARRANTY, YOU SHOULD RETURN THE PRODUCT TO LICENSOR IN ITS ORIGINAL PACKAGING AND REMOVE ANY PORTION OF THE SOFTWARE INSTALLATION FROM ANY AND ALL DRIVES WITHIN FIFTEEN (15) DAYS OF PURCHASE, AND YOU WILL RECEIVE A REFUND OF YOUR MONEY.

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9. No Assignment. This Agreement shall not be assigned in whole or in part by either party without the prior consent of the other, that shall not be reasonably withheld, and any attempt by either party to so assign this Agreement shall be invalid. However, either party may assign this entire Agreement to a parent, subsidiary or affiliated company of that party without the consent of the other party.

10. Termination.
The term of this Agreement shall remain in force for the duration of the licensing period. This Agreement may be terminated with 30 days written notice by **XC2 Software LLC** if Customer breaches or fails to comply with any of the terms and conditions of this Agreement. Customer will have 30 days from receipt of written notice to cure any terms or conditions that are in breach of or out of compliance with this agreement. Upon termination, customer shall immediately remove and destroy all copies of the Software or any part thereof. Upon **XC2 Software LLC** request, Customer will certify to **XC2 Software LLC** that all complete and partial copies of the Software have been destroyed or returned to **XC2 Software LLC**. The provisions of this Agreement, other than the license grant contained in Section 3 ("License Grant") shall survive termination.

11. Terms, Pricing, Payment
All prices quoted are in United States Dollars. All payments to be in United States Dollars.
For initial installations, Customer shall be invoiced upon delivery of software and services.
For maintenance and support contracts, Customer shall be invoiced upon receipt of purchase order or contract for the entire period of the contract, including multi-year contracts that include discounts. Customer agrees to pay the entire amount of the invoiced contract at the beginning of the contract period.
Customer agrees to pay all invoices according to the following terms: _

12. Tax Liability.
Unless Customer is specifically exempted and provides necessary documentation, Customer is responsible for paying any sales or use tax imposed at any time whatsoever on this transaction, including any penalties due for non-payment or late payment. Reporting of taxes due and tax payments shall be made directly to the taxing authority.

13. Governing Law. This Agreement shall be construed in accordance with the State of California without giving effect to California's conflict of law principles.

14. General. Any term of this Agreement may be waived in writing by the party entitled to the benefits thereof. No waiver of any condition or breach shall be deemed to be a further or continuing waiver of such condition of breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy. Any provision of this Agreement, which shall be determined by a count of competent jurisdiction to be invalid or unenforceable, shall be severed from this Agreement without invalidating the remaining provisions thereof. This Agreement represents the entire agreement between the parties with respect to the Software and supersedes any prior agreement between the parties. Any modifications of this Agreement shall be in writing and signed by the parties. No agent or employee of Licensor is authorized to make any representation binding on Licensor unless the representation is in writing and signed by an authorized officer.

15. Inclusion of Support and Maintenance Agreement. Unless otherwise specifically stated, signing of this agreement includes acknowledgment and acceptance of the current XC2 Maintenance and Support Agreement.

_____   _____   _____   _____
City of Gahanna, OH   Date   XC2 Software LLC   Date

_____   _____
Print Name: Print Name

_____   _____
Title   Title