

## Milsoft Utility Solutions Software/Service/Support Subscription

This Subscription Contract for the use, support and/or services of certain Milsoft Software (hereinafter referred to as "Contract") is entered into by and between **CITY OF OCALA** (hereinafter referred to as "Customer") and **Milsoft Utility Solutions, Inc.**, a Texas corporation (hereinafter referred to as "Milsoft"), and shall be effective on the date signed by the latter of Customer and Milsoft (the "Effective Date").

*Whereas*, Customer has heretofore procured and enjoyed the authorized use and/or hosted services of the Milsoft proprietary software known as **Milsoft® EA, incl. 3 seats each and Enterprise site license: WindMil®, LightTable®, LandBase™, Contingency Study, Reliability Analysis; Conversion Tool; OMS: DisSPatch®, DisSPatch® TMS Edition, Milsoft Personnel Notification™; Communications: Milsoft Hosted IVR™ for 48 Lines, with call charges billed as actually incurred** (altogether the "System"), more particularly identified in Section 1 below; *and*

*Whereas*, Milsoft has the capacity and commitment to furnish and support the System for Customer as quoted and in accordance with the terms and conditions of this Contract;

*Now, therefore*, in consideration of the premises, the Subscription Price and the respective covenants contained herein, the Customer and Milsoft (the "parties") hereby agree as follows:

- 1. SYSTEM.** The System (or "System Components") shall consist of the on-site use and/or hosted services of the named Milsoft products and features (the "Software"), together with any related telephonic components and/or other hardware being provided on Customer's site by Milsoft (the "Hardware"), all as described in Milsoft **Quote # 51491**, constituting "**Schedule A**" for purposes of this Contract and incorporated herein by reference as if fully set forth, as well as any other software and/or services that may be added by future quote and acceptance as addenda hereto.
- 2. SUBSCRIPTION PRICE; TERMS OF PAYMENT.** The itemized and/or aggregate pricing for the System Components, basic installation, training if included, and pertinent software license (collectively the base "Subscription Price") is set forth in Schedule **A**, together with the terms of payment.
- 3. STATEMENT OF WORK.** If and to the extent deemed necessary by Milsoft, the Parties shall in good faith mutually develop and agree upon a Statement of Work ("SOW") to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project. Should the Parties be unable to agree upon the SOW within [ **30** ] calendar days after entering into this Contract, either Party may elect to terminate this Contract by giving written notice to the other, without necessity of default, whereupon the termination shall be effective in one week (7 calendar days after notice) if no agreement as to the SOW be reached.
- 4. DELIVERY, INSTALLATION AND TURNOVER.** For the Subscription Price and in accordance with the SOW (if applicable), Milsoft shall deliver the pertinent System Components to the Customer's location identified in Schedule **A** and, subject to Customer's preparatory compliance as described in Section 7, shall install the System on site, or by remote electronic delivery, or combination thereof as appropriate. The Turnover Date shall be the date, after completion of installation and testing, upon which Milsoft turns over the System to Customer for fully operational use.
- 5. TRAINING.** Milsoft shall provide basic System administration and user training to Customer's designated employees, if and as may be described in more detail in the Statement of Work or Schedule **A**.
- 6. SUPPORT SERVICES.** During the Customer's subscription under this Contract, Milsoft shall provide the hosted Software as a Service to Customer, together with technical and user support, Software fixes/patches, and upgrades to future Software editions of any and all Software installed on Customer's site. If subscription payment is not received when due, Milsoft may withhold services until paid. In the event Customer withholds or discontinues its subscription payment without termination of this Contract, in order to again be eligible to receive support Customer may be required to upgrade and/or agree to pay an increased Subscription Price based upon the extent of maintenance missed and appropriate to the circumstances.

For purposes of this Contract, support of the Software means:

- support related to System applications;
- delivery of Software fixes/patches;
- delivery of upgrades to the latest Software versions made available by Milsoft.

For the purposes of this Contract, support of the Hardware (if any) provided hereunder by Milsoft, means:

- escalation of issues for timely resolution with manufactures/suppliers of such Hardware;
- coordination of Hardware service with such Hardware manufacturers;
- facilitate repair or replacement of such Hardware consistent with the terms of any applicable manufacturer warranty(ies).

Hours of support availability will be 24 hours/day, 7 days/week, year-round for outage management and Milsoft communications systems; and no less than 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excepting normal business holidays observed by Milsoft, for all other support issues. With prior notice and as reasonably requested, Customer shall allow online access to the System and sufficient access to Customer's premises as needed for Milsoft to provide its support services.

The services to be provided under the Support Services do not cover damages or claims due to customer-site misuse, negligence, accidents, thefts, unexplained data loss, loss of data due to hardware failure, lack of daily backups, abuse, electrical outages, fire, flood, wind, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Milsoft approved technicians. Repairs necessitated by any one or more of the above-excepted causes may be performed by Milsoft upon request, provided the Customer agrees to pay for such extra work at Milsoft's current hourly rates. Such work would not represent or imply any additional warranty or representation regarding the System, the System Components or the functionality of the System.

## **7. CUSTOMER'S OBLIGATIONS, PREP AND SPECS; INTEGRATION WITH 3<sup>rd</sup>-PARTY SOFTWARE.**

**7.1** Customer assumes responsibility for care and risk of loss of the System Components upon delivery to its location. Customer is responsible for meeting the data requirements, purchasing and providing any other hardware and/or third party software, and preparing its location for installation consistent with the specifications, requirements and recommendations per SOW, Schedule A, RFP/Response or applicable terms and conditions, at its expense. Any Customer data required for installation shall be timely delivered to Milsoft pursuant to its instructions. Customer shall also secure any permits, licenses or other governmental approvals for its installation site as may be required by applicable law or regulation, at its expense. Once a Milsoft technician is on-site as reasonably scheduled, if the installation is delayed due to failure of the Customer to have met the preparatory requirements, there may be a charge of up to \$1,000 per day assessed until ready to proceed.

**7.2** Milsoft products are generally amenable to integration with a variety of products from third-party vendors known by Milsoft to be certifiably interoperable (including but not limited to many MultiSpeak® integrations, when applicable), subject to verification, and with a range of other third-party products that may require more extensive customization. The development or provision by Milsoft of any and all interface between its products and third-party software (whether deemed necessary at the time of Milsoft product installation or as needed in the future due to change of circumstances) can only be undertaken pursuant to specific evaluation and may, at the discretion of Milsoft, require reasonable adjustment of time and/or cost.

Every interface to be developed and provided for integration with third-party products must be testable by Milsoft with consent and cooperation of the third-party vendor (whose consent and cooperation shall be provided by Customer, as Customer's responsibility) and will be specific only to the version or iteration of the third-party product in use at the time of the interface development. Customer shall be responsible for alerting Milsoft to future additions, updates or new versions of all third-party product and for providing renewed consent and cooperation of each third-party for testing, as any such changes could render the Milsoft interface less functional unless addressed. In such event, Milsoft offers no warranty for the previously provided interface, and assumes no responsibility to develop or provide additional interface without further agreement and compensation, if at all. **No other representation, warranty or promise regarding interfaces or integration between Milsoft products and third-party software is expressed or implied.**

**8. SOFTWARE LICENSE.** Upon successful installation and as of the Turnover Date, during the active subscription hereunder Milsoft grants to Customer, and Customer accepts, a provisional, non-exclusive and non-transferable license to use any Milsoft Software furnished to Customer's site hereunder (including modifications and enhancements furnished under the terms of this Contract, and modifications and enhancements furnished under the terms of the Support Program described in Section 6) strictly upon the terms and conditions contained herein. Title to and ownership of all Software shall remain with Milsoft or its licensors. Customer shall have no right to sell, sublicense, publish, disclose, display, assign, duplicate, alter, lease, or otherwise make available the Software to any third party. Customer shall take appropriate action with its employees, agents, contractors, consultants and other representatives or end users to ensure compliance with these terms and conditions. Customer may make copies of the on-site Software only for backup purposes and/or archival purposes, and any such copy must contain the same copyright notice and proprietary markings that the original Software contains. Customer acknowledges the Software represent a very large scale investment in the development of an intangible asset by Milsoft and must be strictly protected hereunder. Upon termination of subscription or in the event of a breach of this Contract by Customer, upon written notice which may be given at the election of Milsoft, Customer shall forfeit all rights as licensee under this Contract and shall immediately return the Software to Milsoft along with all documentation and source media associated therewith. Customer assumes full liability to Milsoft for any damages (including consequential damages), whether or not foreseen by the parties

hereto, resulting directly or indirectly from any compromise of any rights owned by Milsoft and not expressly conferred under this Contract, if such damages are the result of the negligence or willful act or omission of Customer (including any employee, agent, contractor, consultant or other representative of Customer). CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IN EXECUTABLE LINE CODE FORM REMAINS A CONFIDENTIAL TRADE SECRET AND CUSTOMER AGREES NOT TO ATTEMPT TO REVERSE-ENGINEER, TRANSLATE, DECIPHER, DECOMPILE, MODIFY OR DISASSEMBLE THE SOFTWARE, NOR INCORPORATE THE SOFTWARE IN WHOLE OR IN PART INTO ANY OTHER SOFTWARE OR PRODUCT OR DEVELOP DERIVATIVE WORKS THEREFROM OR ALLOW ANY OTHER THIRD PARTY TO DO SO, WITHOUT THE EXPRESS WRITTEN CONSENT OF MILSOFT. Customer shall have NO rights as licensee in or to any off-site, hosted software, the applicable functionality of which is being provided hereunder by Milsoft *via* Software as a Service only.

## **9. CONFIDENTIALITY.**

**9.1** During performance of this Contract or in the contemplation thereof, and subject to and in conformity with Section 8, employees, agents and authorized contractors or consultants of each party to this Contract may have access to private or confidential information owned by the other party, including, but not limited to, the Software, and information concerning costs, charges, operating procedures and methods of doing business, which may be owned or controlled by the other party. With respect to any such information so accessed or acquired, each party agrees as follows: (a) all such information shall be and shall remain the exclusive property of the party which owns the information; (b) each party shall limit access to such information of the other party to their respective employees, agents and authorized contractors or consultants who have a need to know consistent with the receiving party's authorized use of such information; (c) the receiving party shall keep, and have its employees, agents and authorized contractors or consultants having access keep, all such information confidential; (d) the receiving party shall not copy, publish or disclose to others, or permit its employees, agents and authorized contractors, consultants or anyone else to copy, publish or disclose to others, any such information without the owning party's prior written consent; (e) the receiving party shall return such information to the owning party at its request; and (f) the receiving party shall use such information only for the purpose of performing its obligations hereunder.

**9.2** Each party shall secure and protect the other party's confidential information in a manner consistent with the protection it provides to its own confidential information, but in any case using no less than reasonable degree of care. Each party's duties of confidentiality as regards the confidential information shall survive any cancellation, expiration or termination of this Contract. Notwithstanding the foregoing, receiving party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; in such event, receiving party shall give the owning party prompt notice of any such legal or governmental demand and reasonably cooperate with such owner in any effort to seek a protective order or otherwise to contest such required disclosure, at owner's expense.

**9.3** Each party at all times shall maintain appropriate internal policies and procedures reasonably sufficient to satisfy its obligations under this Section 9. Should either party or its employees, agents and authorized contractors or consultants use, disclose or attempt to use or disclose any such information in a manner contrary to this Contract, the owning party shall have the right to seek injunctive relief against such breach or threatened breach (without posting a bond or other security), in addition to any other remedies that may be available at law or in equity.

**10. PRODUCT CHANGES.** Milsoft reserves the right to make modifications and distribute enhancements to existing Software. In addition, upon notice to Customer of no less than one hundred eighty (180) days, Milsoft reserves the right to discontinue offering the Software and/or Support Services associated with the System in place, and may require that specified upgrades to the System Components be made as a condition for continued Customer subscription.

## **11. LIMITED WARRANTIES.**

**11.1 *Software.*** Upon delivery and continuing through the first thirty (30) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. Milsoft represents and warrants generally that it owns the Software or that it has the right to license Customer's use of the Software in accordance with the provisions of this Contract. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software; or (ii) to have Milsoft refund or waive the subscription payment for the most recent billing period for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the Software within 30 days of Customer's timely notification to Milsoft of the discrepancy. **ALL CLAIMS AND REMEDIES ARE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS CONTRACT.**

**11.2 *Support Services.*** With respect to any and all support services, Milsoft warrants exclusively that such services shall be performed in a good and workmanlike fashion and provided in accordance with high industry standards. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct such services, or (ii) to have Milsoft refund or waive the subscription payment for the most recent billing period.

**12. DISCLAIMER OF OTHER WARRANTIES.** THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13. GENERAL LIMITATION OF LIABILITY.** THE LIABILITY OF MILSOFT, ITS LICENSORS AND ITS AFFILIATES, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY MILSOFT, REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OR ALLEGED FAILURE OF ANY PRODUCTS OR SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO MILSOFT HEREUNDER IN CONNECTION WITH THE PRODUCTS OR SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL MILSOFT, ITS LICENSORS OR ANY AFFILIATE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS, COMMITMENTS, BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIM HAS ITS BASIS IN ANY THEORY OF CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

**14. PAYMENT.** Timely payment by Customer to Milsoft at its principal place of business of all sums due hereunder is a material element of this Contract. Unless otherwise specified in Schedule A or by a subsequent agreement of the parties in writing, subscription payment shall be due and payable on or before the first day of each subscription period, and invoices shall be due upon receipt. Without limiting Milsoft's other rights and remedies for any failure of Customer to make payment, Milsoft may charge interest on all unpaid sums at the lesser of the rate of 18% per annum or the maximum contract rate allowed by law. Customer shall reimburse Milsoft for all cost and expenses of collection including attorney's fees. Milsoft has no desire to exceed the maximum amount of interest that may be contracted for, charged or received under applicable law, and any interest paid in excess of said maximum amount shall be credited toward any past due payment or refunded to Customer.

**15. TAXES.** Unless specified as such, the prices set forth herein do not include any sales, use, excise, ad valorem, property or other taxes applicable to this subscription and any related services supplied hereunder, all of which shall be paid by Customer if assessed. Customer shall indemnify Milsoft in the event any such tax is assessed directly against Milsoft.

**16. FORCE MAJEURE.** Neither party shall be deemed in default of any provision of this Contract, or responsible for failures in performance, resulting from any cause beyond its reasonable control, which include, without limitation, acts of God, civil or military authority, civil disturbances, war, fires, or other catastrophes. In the event of any failure or delay resulting from such causes, an equitable adjustment of schedule and any other appropriate terms and conditions shall be agreed upon by the parties.

**17. NON-WAIVER.** No waiver of any breach or default shall constitute waiver of subsequent breach or default. No failure or delay to exercise any right, power, or privilege under this Contract shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude further exercise of such right, power, or privilege.

**18. TERM and TERMINATION.** The initial term of Subscription hereunder shall be for the duration of applicable years as stated in Schedule A and may continue in renewal or extension thereof in the time and manner stated therein; in the absence of further written agreement or notice of cancellation or termination, agreement to extend on a month-to-month basis may be inferred so long as Customer continues to pay and Milsoft continues to accept monthly subscription payments. If at any time either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract.

**19. DISPUTE RESOLUTION.** The parties will attempt in good faith to promptly resolve any dispute arising out of this Contract without resorting to litigation. Before any suit for damages may proceed, the parties shall submit to non-binding mediation by an impartial mediator, at a mutually convenient location, with each party bearing its own attorney's fees and expenses. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction. Nothing contained herein, however, shall preclude the parties from first seeking temporary injunctive or other equitable relief in preservation of its rights.

20. **GOVERNING LAW; CHOICE OF FORUM.** The validity, performance and construction of this Contract shall be governed by the laws of the State of ~~Texas~~ **Florida** (without giving effect to principles of conflicts of law). The parties agree that the Uniform Computer Information Transaction Act and the UN Convention on International Sale of Goods do not apply. Any legal claim or action shall be filed in **Marion County, Florida**. ~~the state and local venue in which Milsoft maintains its principal corporate offices, unless otherwise agreed.~~

21. **SUCCESSORS AND ASSIGNS.** This Contract shall inure to the benefit of and be binding upon successors and assigns of the parties; however, Customer may not assign without the consent of Milsoft, which shall not be unreasonably withheld.

22. **CONSTRUCTION AND CAPTIONS; PARTIAL INVALIDITY.** Captions are for convenience only and shall not be construed to expand or limit any provision hereunder. Should any provision of this Contract be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract.

23. **CONTROLLING TERMS, ORDER OF PRECEDENCE.** Any terms or conditions appearing on the face or reverse side of any purchase order, preliminary quote, acknowledgment or confirmation that are different from or in addition to those required hereunder shall not be binding upon the parties, even if signed and returned, unless both parties expressly agree in writing to be bound by such. In event of any conflict or inconsistency between the main body of this Contract and the provisions of any schedule or other attachment, the provisions of this Contract shall prevail, except as to the job-specific details of Schedule A or SOW.

24. **NOTICE.** All notices given under this Contract must be in writing and shall be deemed duly given only upon (a) personal hand delivery; (b) the fourth day following deposit in the United States Mail, postage paid, certified/return receipt requested; (c) delivery by a nationally recognized overnight courier service that obtains signed acknowledgment of receipt; or (d) confirmation of electronic transmission via facsimile or email; using the addresses or numbers shown below or any other address or numbers as either party may designate by ten days prior written notice given in accordance with this provision.

*If to Customer:*

**City of Ocala (Utility Services)**

Attention: Daphne M. Robinson, Contracting Officer

Procurement and Contracting Dept.

110 SE Watula Ave., 3rd Floor, Ocala FL 34471

Facsimile: 352-629-8470

Email: notices@ocalafl.org

*If to Milsoft:*

**Milsoft Utility Solutions, Inc.**

Attn: Adam Turner, CEO of Business Operations

P.O. Box 5726

Abilene, Texas 79608

Facsimile: (325) 690-0338

Email: [adam.turner@milsoft.com](mailto:adam.turner@milsoft.com)

25. **ENTIRE AGREEMENT; AMENDMENTS; SIGNATURES.** The SOW (if any) and all referenced schedules and addenda are integral parts of this Contract as if written verbatim herein. Collectively, this Contract sets forth all authorized and material representations, constitutes the parties' entire agreement and understandings with respect to the subject matter, and supersedes any and all other agreements, proposals and/or representations other than specifications and descriptions in Milsoft's Response to Request for Proposal (if applicable) where not in conflict. No addendum, amendment or modification shall be effective unless in writing and duly executed by authorized representatives of both parties. Signatures may be made and/or delivered by electronic means, and any true, correct and complete copy of this fully signed instrument shall be as enforceable as the original.

IN WITNESS WHEREOF, the parties have signed by their duly authorized representatives as of the dates entered below.

**CITY OF OCALA**

**MILSOFT UTILITY SOLUTIONS, INC.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Adam Turner, CEO of Business Operations

Ire Bethea, Sr., City Council President  
(Name & Title, typed or printed)

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

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

SUBSCRIPTION form mn100316+Support

Approved as to form and legality: \_\_\_\_\_ Robert W. Batsel, Jr., City Attorney

**Schedule A**

Quote Number:	51491
Date Created:	07-22-2022
Account Manager:	Paul Kluba
E-mail:	paul.kluba@milsoft.com
Phone:	(800) 344-5647
Valid Until:	10-31-2022

**Bill To**

Chris Meeks  
 Ocala, City of Utility Services (FL)  
 1805 NE 30th Ave., Bldg. 400  
 Ocala, FL, 34470-4877  
 USA

**Support - Annual 2022**

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	DisSPatch - Training, Modeling and Simulation System Support 2022 DisSPatch - Training, Modeling and Simulation System Support for October, 2022 - September, 2023 (1 year term)	\$2,000.00	\$2,000.00
1.00	Milsoft Personnel Notifications Support 2022 Milsoft Personnel Notifications Support for October, 2022 - September, 2023 (1 year term)	\$1,000.00	\$1,000.00
1.00	EA Support 2022 NW#U3448. EA Support for October, 2022 - September, 2023 (1 year term)  Includes three (3) licenses of WindMil, LightTable, LandBase, Contingency Study, and Reliability Analysis. Also includes Enterprise.	\$14,000.00	\$14,000.00
1.00	DisSPatch Support 2022 DisSPatch Support for October, 2022 - September, 2023 (1 year term)	\$11,400.00	\$11,400.00
1.00	Conversion Tool Support 2022 Conversion Tool Support October, 2022 - September, 2023 (1 year term)	\$2,000.00	\$2,000.00
12.00	IVR Hosted Monthly 48 Lines Monthly subscription Monthly subscription fee for a 48 Line Hosted Dedicated IVR System. Call charges billed as actual. **Note** Outbound Call charges have increased over prior. Inbound call charges will remain the same at \$.005 per minute.  Note: Includes support.  Note: This is an extension of the existing Hosted IVR solution contract, due to expire September 2022. This is a three-year extension to cover the period of Oct 2022 - Sept 2025, with the following rates. Renewal - \$.015/minute outbound call charge rate.	\$3,215.00	\$38,580.00
12.00	Milsoft Communications Support Removal of CrewCall Support. *	\$-270.00	\$-3,240.00

Subtotal: \$65,740.00  
 Total: \$65,740.00

**Support - Annual 2023**

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	DisSPatch - Training, Modeling and Simulation System Support 2023 DisSPatch - Training, Modeling and Simulation System Support for October, 2023 - September, 2024 (1 year term)	\$2,100.00	\$2,100.00
1.00	Milsoft Personnel Notifications Support 2023 Milsoft Personnel Notifications Support for October, 2023 - September, 2024 (1 year term)	\$1,050.00	\$1,050.00
1.00	EA Support 2023 NW#U3448. EA Support for October, 2023 - September, 2024 (1 year term)  Includes three (3) licenses of WindMil, LightTable, LandBase, Contingency Study, and Reliability Analysis. Also includes Enterprise.	\$14,700.00	\$14,700.00
1.00	DisSPatch Support 2023 DisSPatch Support for October, 2023 - September, 2024 (1 year term)	\$11,970.00	\$11,970.00
1.00	Conversion Tool Support 2023 Conversion Tool Support October, 2023 - September, 2024 (1 year term)	\$2,100.00	\$2,100.00
12.00	IVR Hosted Monthly 48 Lines Monthly subscription Monthly subscription fee for a 48 Line Hosted Dedicated IVR System. Call charges billed as actual. **Note** Outbound Call charges have increased over prior. Inbound call charges will remain the same at .005 per minute.  Note: Includes support.  Note: This is an extension of the existing Hosted IVR solution contract, due to expire September 2022. This is a three-year extension to cover the period of Oct 2022 - Sept 2025, with the following rates. Renewal - \$0.015/minute outbound call charge rate.	\$3,215.00	\$38,580.00
12.00	Milsoft Communications Support Removal of CrewCall Support. *	\$-270.00	\$-3,240.00
		Subtotal:	\$67,260.00
		Total:	\$67,260.00

**Support - Annual 2024**

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	DisSPatch - Training, Modeling and Simulation System Support 2024 DisSPatch - Training, Modeling and Simulation System Support for October, 2024 - September, 2025 (1 year term)	\$2,100.00	\$2,100.00
1.00	Milsoft Personnel Notifications Support 2024 Milsoft Personnel Notifications Support for October, 2024 - September, 2025 (1 year term)	\$1,050.00	\$1,050.00
1.00	EA Support 2024 NW#U3448. EA Support for October, 2024 - September, 2025 (1 year term)  Includes three (3) licenses of WindMil, LightTable, LandBase, Contingency Study, and Reliability Analysis. Also includes Enterprise.	\$14,700.00	\$14,700.00
1.00	DisSPatch Support 2024 DisSPatch Support for October, 2024 - September, 2025 (1 year term)	\$11,970.00	\$11,970.00
1.00	Conversion Tool Support 2024 Conversion Tool Support October, 2024 - September, 2025 (1 year term)	\$2,100.00	\$2,100.00
12.00	IVR Hosted Monthly 48 Lines Monthly subscription	\$3,215.00	\$38,580.00

Monthly subscription fee for a 48 Line Hosted Dedicated IVR System. Call charges billed as actual.  
\*\*Note\*\* Outbound Call charges have increased over prior. Inbound call charges will remain the same at \$.005 per minute.

Note: Includes support.

Note: This is an extension of the existing Hosted IVR solution contract, due to expire September 2022. This is a three-year extension to cover the period of Oct 2022 - Sept 2025, with the following rates.  
Renewal - \$.015/minute outbound call charge rate.

12.00	Milsoft Communications Support Removal of CrewCall Support. *	\$-270.00	\$-3,240.00
		Subtotal:	\$67,260.00
		Total:	\$67,260.00

**Note:**

\* Monthly Invoicing - separate line items:

IVR Hosted Monthly Outage Fee \$1,607.50 - \$270 = 1,337.50  
Hosted Monthly Customer Service Fee \$1,607.50  
Total Monthly \$2,945.00

<b>Grand Total</b>	
Subtotal:	\$200,260.00
Total:	\$200,260.00



**Quote Acceptance:**

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an Addendum to Customer/Client's current contract(s) with Milsoft.

**Terms & Conditions - Annual Support**

**Payment Terms**

- Payment due upon receipt of invoice
- Payment must be made in USD

**Terms and Conditions - Interactive Voice Response - Hosted System**

**Payment Terms**

- Payment due upon receipt of invoice
- 100% of Hosted System Setup invoiced upon quote acceptance

**Price Inclusion**

- Support Program

**Price Exclusion**

- Fee (\$10,000) to audit and gain compliance for a non-approved payment gateway

**Subscription Terms**

- Three (3) year initial term, invoiced monthly
- ~~Automatic (1) year renewals after initial term, unless/until canceled in writing by notice given before the next contract year, renewal pricing may be subject to change~~
- Inbound and outbound Call Charges billed as quoted

**Account Name:** \_\_\_\_\_

**Accepted By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**PO# (if applicable):** \_\_\_\_\_