

RESOLUTION 15-119

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and InSource Solutions, relating to the purchase and upgrade of existing software, for operation of the City's utility system, in the basic amount of Eighty Five Thousand One Hundred Seventy One Dollars and Twenty Five Cents (\$85,171.25), in substantially the form attached and presented to the Council today, draft dated June 19, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23rd day of July, 2015.

CITY OF PANAMA CITY BEACH

By: 
Gayle F. Oberst, Mayor

ATTEST:


Holly White, City Clerk

Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto

From: Al Shortt

Date: July 16, 2015

Subject: Utility System SCADA Software Upgrade

The City utility system uses a Supervisory Control and Data Acquisition (SCADA) software package titled Wonderware, provided by Schneider Electric Software. The current version installed at the City's facilities is based on Windows XP, which is no longer supported, and it needs to be upgraded to work with current Windows platforms. The exclusive distributor for the software in Florida, InSource Solutions, has provided a proposal in the amount of \$85,171.25 to upgrade the software at all existing installations, provide software for 3 new locations, provide annual support services and provide training for the use of the upgraded software. This is a sole source acquisition, and choosing to switch to another software application would cost approximately the same for the software, plus several hundred thousand dollars to reprogram the SCADA code in all of the City's installations. Staff recommends approval of the software upgrade purchase.



June 10, 2015

Patrick Quezada
City of Panama City Beach
206 North Gulf Blvd
Panama City, FL 32413

REF: Representation of Wonderware Operator Interface Products & Solutions

This letter is to certify that InSource Solutions is the only authorized distributor in the area of industrial operator interface products from Wonderware and the only company authorized by Wonderware to sell and support our products.

As the exclusive distributor of Wonderware operator interface products in Florida, and thru out the Southeastern US, InSource Solutions is the only authorized distributor in the area for the City of Panama City Beach to purchase Wonderware software and support.

Wonderware industrial operator interface products may be procured and supported by contacting InSource Solutions. Please call me or anyone at InSource Solutions whenever we can be of service.

Sincerely,

Eric Talbott
Wonderware Software
Sales Operations Manager
Ph: 949-639-8609

Avantis. SimSci. Wonderware.

Avantis, SimSci and Wonderware products and services are developed and managed by a specialized team, now part of Schneider Electric.

We have prepared a quote for you



Upgrades & Support

QUOTE #001279 V2

PREPARED FOR

City of Panama City Beach



804.378.8981 tcarlson@insourcess.com www.insource.solutions

Friday, June 19, 2015

City of Panama City Beach
Patrick Quezada
206 North Gulf Blvd
Panama City, FL 32413
pquezada@pcb.gov

Dear Patrick,

Thank you for your business.

Please send your purchase order to orderentry@insourcess.com or by fax to 804.378.8970.

Note: when sending purchase orders, please include a copy of your company's tax exempt certificate, if applicable. This omission could delay your order.

At InSource, our goal is to be your resource for expertise, assistance, and perspective enabling you to achieve success this year and beyond. Often achieving success requires an integrated approach within your organizations' **People, Process, Technologies and Disciplined Execution**. We recognize this and have the expertise to help your organization leverage the investment being made.

Ask me how we can help.

Todd Carlson
Account Executive
InSource Solutions



804.378.8981 tcarlson@insourcess.com www.insource.solutions

Software - Version Upgrade

Item	Description	Price	Qty	Ext. Price
Version Upgrade Discount				
Prices for any items in this section include a one-time discount off Wonderware software version upgrades when purchased in conjunction with Wonderware Customer First Software Maintenance.				
12-12404	Upgrade, InTouch 2014R2 Runtime 60K Tag with I/O (Without support - \$2,960.00). Covers Serial numbers: 488391, 488392, 603961, 603962, 680810, 834478, 982848, 1168867	\$2,220.00	8	\$17,760.00
12-12505	Upgrade, Wonderware Historian 2014R2 Standard, 5,000 Tag (Without support - \$6,965.00). Covers Serial number: 834479	\$5,381.25	1	\$5,381.25
12-12391	Upgrade, Development Studio 2014R2 Unlimited, Unlim/60K/500 (Without support - \$6,255.00). Covers Serial numbers 488390, 603963, 834477, 1168865	\$4,691.25	4	\$18,765.00
12-0531	Upgrade, Wonderware CAL with Microsoft CAL Runtime, Single, SQL 2012 Standard (Without support - \$270.00). Covers Serial numbers 834480, 834481, 834482, 834483, 834484, 834485	\$202.50	6	\$1,215.00

Subtotal: **\$43,121.25**

New Software

Item	Description	Price	Qty	Ext. Price
01-3455	InTouch 2014R2 Runtime 60K Tag with I/O	\$5,910.00	1	\$5,910.00
17-1368	Wonderware Historian Client 2014R2 Per Device, 10 Pack	\$6,060.00	1	\$6,060.00
17-0266	Wonderware CAL with Microsoft CAL Runtime, 5 Pack, SQL 2012 Standard	\$2,430.00	1	\$2,430.00

Subtotal: **\$14,400.00**



804.378.8981 tcarlson@insourcess.com www.insource.solutions

Annual Support

Item	Description	Price	Qty	Ext. Price
ISS-W000-N	Wonderware Customer First Standard Level Software Maintenance	\$25,250.00	1	\$25,250.00
Subtotal:				\$25,250.00

Training

Item	Description	Price	Qty	Ext. Price
TR-RM-IT1	Placeholder for Classroom Training Session	\$2,400.00	1	\$2,400.00
Subtotal:				\$2,400.00



804.378.8981 tcarlson@insourcess.com www.insource.solutions

Upgrades & Support

Quote Information:

Quote #: 001279
Version: 2
Delivery Date: 06/19/2015
Expiration Date: 07/18/2015

Prepared for:

City of Panama City Beach
Patrick Quezada
206 North Gulf Blvd
Panama City, FL 32413
pquezada@pcb.gov
(850) 625-7977

Account Executive:



InSource Solutions
Todd Carlson
804.419.9121
tcarlson@insourcess.com

Prepared by:

InSource Solutions
Greg Stewart
804.419.1342
gstewart@insourcess.com

Quote Summary

Description	Amount
Software - Version Upgrade	\$43,121.25
New Software	\$14,400.00
Annual Support	\$25,250.00
Training	\$2,400.00
Total	\$85,171.25

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Payment Terms: Net 30

Signature

Date

Standard Terms and Conditions - InSource Software Solutions, Inc.

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.

Prices. 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 carrier) at the cost of Customer. In the absence of specific instructions from Customer, ISS will select the carrier and, at its discretion, ship "collect" 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 1.5% 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-cancelable. 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, 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. All Software and/or Services 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 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.

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 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.

Intellectual Property Indemnification. Customer shall indemnify, defend and hold ISS harmless from and against any expenses, damages, costs or losses including attorney's fees, resulting from any suit or proceeding instituted or claim asserted (including settlement of any of the foregoing) (collectively, "Claims"), for infringement of third party patents, copyrights, trademarks or other intellectual property rights under the laws of the United States or any other nation, arising from (a) ISS's compliance with Customer's designs or specifications; (b) the use of the Products or Software in any manufacturing or other process; or (c) the combination of the Products or Software with items not supplied by or specified by ISS.

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 product 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. 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 otherwise Confidential Information 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 and the courts of the United States sitting in the Eastern District of Virginia, in any controversy or claim arising out of the sale contract.

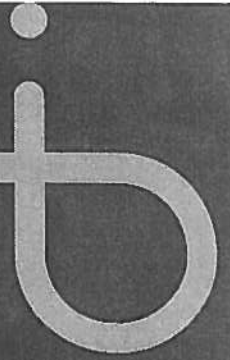
Export Control. Customer will comply fully with all export control laws and regulations of the United States Government and with any applicable laws and regulations of any other country and will indemnify, if requested, Company for any failure. Customer agrees not to export or re-export either directly 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.

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.

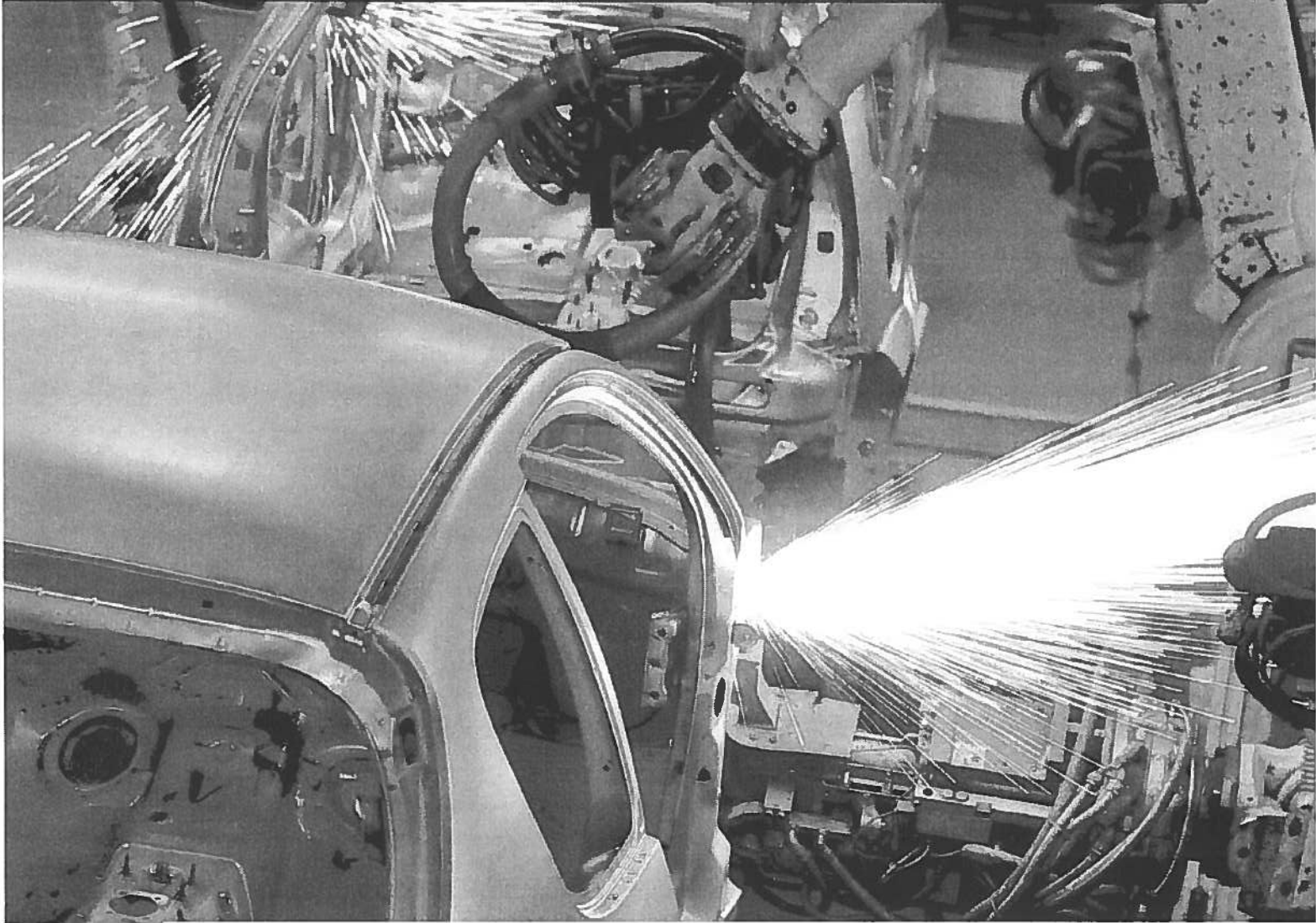
Complete Agreement. The Order, including these Terms and Conditions and all attachments and documents incorporated by reference therein, constitutes the complete and exclusive statement of the terms and conditions of the contract between ISS and Customer and supersedes all prior or contemporaneous agreements, 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.



Customer FIRST Program Guide

Best-in-Class Services and Support

Getting Maximum Value from Your Wonderware Software



Invensys is a leading global technology company. We have over 40,000 customers, and our solutions are in more than 200,000 industrial and manufacturing facilities worldwide. Our success depends on your success. Invensys is committed to helping you be more agile and competitive through use of innovative open systems and world-class support and services. The Invensys Customer FIRST program demonstrates this commitment. It offers a rich portfolio of essential services to help you protect and extend the value of your investment in Invensys products and solutions.

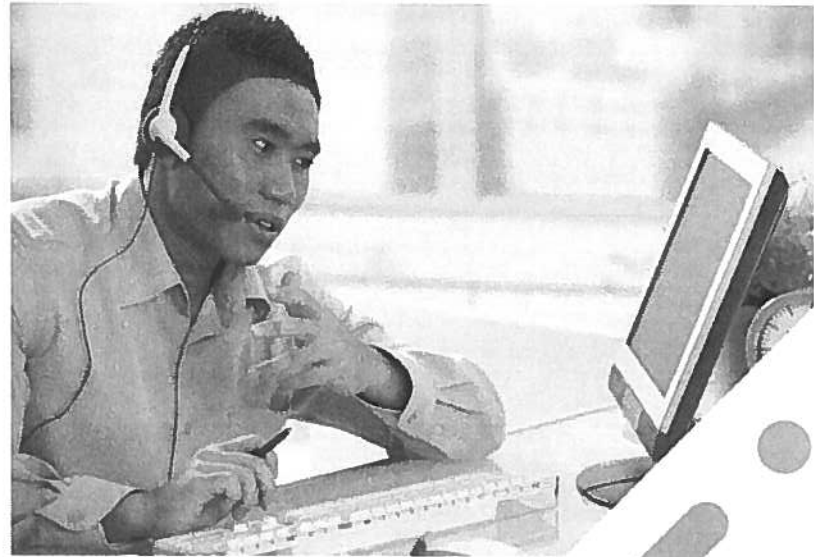
An investment in Wonderware software is about more than just getting the world's best industrial automation technology and support, it's about achieving and maintaining peak performance at your plant and evolving your systems in line with your business needs. Your success depends on the right resources and technology within your organization. It depends on leveraging Invensys as a trusted partner and a proven framework to help you achieve exceptional business results. In addition to industry-leading software technology, you need access to technically expert, visionary resources to minimize risks and maximize value.

i n v e n s y s[™]
Customer FIRST



Why Customer FIRST?

Customer FIRST is the foundation of your service and support relationship with Invensys and your local Wonderware distributor. It provides convenient access to highly skilled resources to remedy any technical issue that you experience as you adjust, fine-tune, and upgrade your Wonderware software. Additionally, a Customer FIRST agreement provides an assortment of service entitlements designed to maintain and optimize the performance of your Wonderware software through its entire lifecycle.



Customer FIRST offers exceptional customer-focused services and support components and is specifically structured to help you:

- **Improve Operational Performance** – Helps accelerate project development and maximize return on investment while minimizing implementation risk
- **Protect Critical Investments** – Provides access to product enhancements and the newest technologies to keep your software and applications current and “state-of-the-art”
- **Maximize Asset Performance** – Maximizes performance levels of your system and plant assets with optimized Wonderware software
- **Reduce Total Cost of Ownership** – Reduce TCO by minimizing downtime and process interruption and improving operator productivity



Customer FIRST Lets You Choose What You Need

With a comprehensive suite of service levels and options, you choose the program level that best suits your specific needs. Whether you are planning a new installation, optimizing and fine tuning a mature system, preparing a major upgrade, or evolving your system with the latest software upgrades to take advantage of rich new capabilities.

Included Services	Primary	Standard	Premium	Elite	
Technical Support And Services					
Business Hours Technical Support (normal local business hours)	◆	◆	◆	◆	Access to expert technical assistance
Online Case Management and Knowledgebase	◆	◆	◆	◆	Search for answers for your questions and log and track cases directly
Online Training Seminars	◆	◆	◆	◆	Give your employees unlimited access to E-Learning, training manuals, and other productivity-enhancing tools
En route response commitment for On-site Corrective Assistance	NBD	NBD	24hrs	4hrs	Technical support and subject matter expert at your doorstep on demand, dispatched within hours
Discount on Consulting Services		◆	◆	◆	Leverage Invensys expertise even more ... for less
Level 2 Direct/Advanced Technical Support			◆	◆	Direct access to Wonderware Global Customer Support resources to resolve complex issues
Emergency 24 Hour Technical Support (24/7/365)			◆	◆	Support available around the clock for emergencies!
Support Usage and Summary Reports			◆	◆	Automatically receive a monthly summary of all your support activity
Contract Management/Performance reviews per year			1	2	Maximize the benefits and value derived from your Customer FIRST agreement
Software Maintenance And Utilities					
Software maintenance releases, service packs, patches, updates and hotfixes	◆	◆	◆	◆	Stay current with the latest updates and fixes
Software Version Upgrades and Revisions		◆	◆	◆	Run the latest versions of your Wonderware software for optimal capabilities
Discount on Test and Offline Development System Licenses			◆	◆	Save on additional licenses for testing your applications
Software Asset Manager			◆	◆	Systematically track & manage installed Wonderware licenses, easily download & push relevant updates to target computers for upgrade
Software License Replacement				◆	Physical replacement of a damaged or lost license(s) at no additional charge
Additional Benefits: Minimum Contract Spend Required					
Included Wonderware Training (Classroom & Recorded Instructor-led)			1 Seat	2 Seats	Take advantage of our expert training to quickly gain advanced knowledge
Block of Consulting Services included			16hrs	24hrs	Expert guidance on best practices during initial rollout and on-going phases of your application
Complimentary Invitations to Invensys Customer Events			2	5	Enjoy attendance at our annual User Group and Wonderware Premium Support Symposium
Dedicated Customer Portal			◆	◆	A universal window to access all your plant's support activity, license and purchase history. Includes online content library, dedicated online chat and forum too!
Technical Account Management Team			◆	◆	A designated, senior level support team ensures that your issues are receiving top priority, so you can focus on maximizing results from your core business
Annual Lifecycle Assessment and Upgrade Planning Roadmap			◆	◆	Understand the current state of your software and plan for the future
Planning and Technical Advisement				◆	Provides best practice and optimization recommendations as well as strategic direction for software lifecycle management and multi-site software rollouts
Cyber Security Readiness Workshop				◆	Cyber experts review your security technology and procedures to identify potential security gaps and provide remediation plan

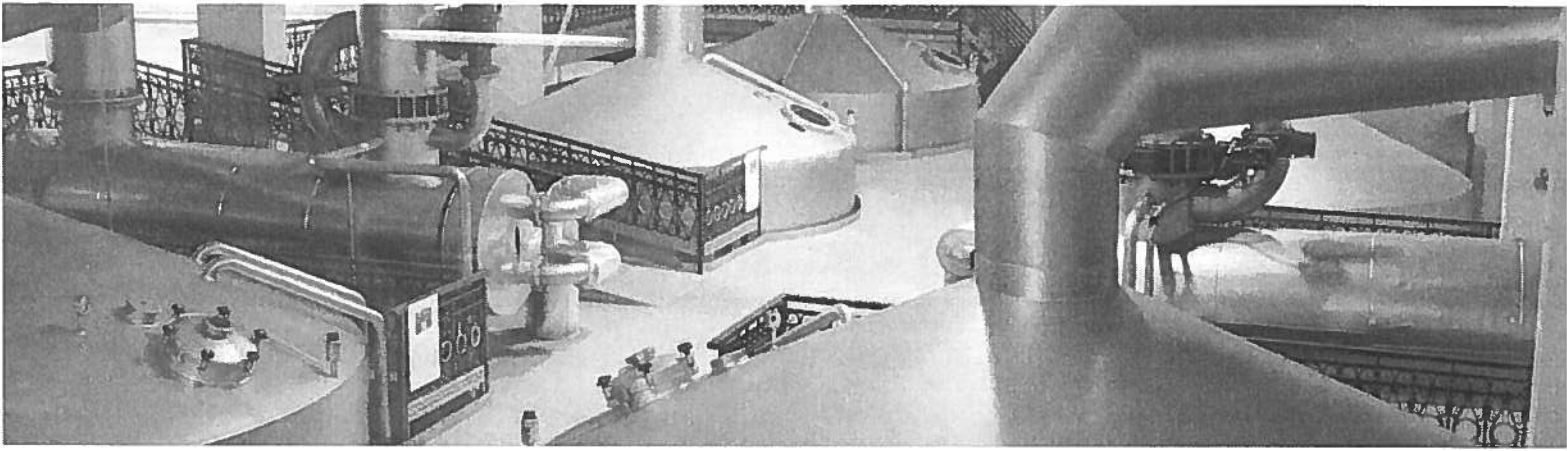
NBD = Next Business Day

	Primary	Standard	Premium	Elite	
Optional Services					
Flexible Funding for Services	◆	◆	◆	◆	Embed funds into your Customer FIRST Agreement for optimization and consulting services to use at your convenience during your agreement term
Training Growth Fund	◆	◆	◆	◆	Prepay for product training and Invensys will match your training investment up to a value equal to 10% of your Support and Services Agreement.
Upgrade and Migration Planning	◆	◆	◆	◆	Enlist Invensys to explore upgrade/application migration opportunities or replace competitive software applications with current Wonderware technology
Customer FIRST for Solutions		◆	◆	◆	Application support and lifecycle maintenance for Advanced Solutions engineered / implemented by the Invensys solution development and integration team
Software Asset Manager		◆	Incl.	Incl.	Systematically track and manage installed Wonderware licenses and relevant updates – included for Premium and Elite, for a fee for Standard
Customer FIRST Cyber Security Maintenance Program		◆	◆	◆	Receive expert technical support based on situational urgency and complexity; also includes quarterly and annual site visits for covered products and applications
Customer FIRST Cyber Security Assessment		◆	◆	◆	Benefit from a comprehensive technical site review of your control network infrastructure to enable informed budgetary and technology decisions
Resident Engineer			◆	◆	Augment your technical staff with a skilled Invensys engineer resident at your plant year-round to help you achieve your operational goals
Application Clone (remote, hosted)				◆	A virtualized replica of your Wonderware application hosted at Invensys for testing, issue replication and advanced troubleshooting
3rd-Party Software Support				◆	Invensys acts as a single point of contact for specified non-Invensys software

For Consideration When Selecting Service and Support Resources

With Customer FIRST, you choose a program level and options that best meet your business needs – Elite, Premium, Standard, or Primary. You select the level based on your resources, their knowledge levels, and the complexity and criticality of your system. The Invensys Customer FIRST Program even offers the flexibility to tailor your support and services to the specific needs of your business by layering optional services on top of your core program level. Some questions to help you determine what's right for you:

- **How quickly can you identify a system (or software) issue if an unexpected malfunction occurs?**
- **Can you quickly troubleshoot and resolve issues?**
- **Do you have experts in-house around the clock?**
- **Can you benefit from a single Invensys point of contact for technology-related questions and coordination of support issue management and problem resolution?**
- **Are maintenance costs difficult to budget?**
- **Is your team properly trained to maximize the use of your system?**
- **How quickly do you require corrective assistance?**
- **How secure is your system against cyber security threats?**
- **Could you use an Invensys System Expert to augment your engineering staff**



An Invensys Customer FIRST Agreement for Your Wonderware Software Makes Good Business Sense

Your industrial software spend may be substantial, but it is typically only a fraction of your overall investment when you consider everything else that is involved in your project (requirements specification, design and engineering, integration, hardware, training, etc.). A Customer FIRST agreement protects your entire investment by delivering in the following critical areas.

Software Upgrades – Wonderware software is generally upgraded twice a year to further improve performance and security, embrace new technology, and provide new functionality to meet evolving market demands. Software upgrades give you the power to improve the reliability and capability of your software application and extend new functionality to others in your company. Invensys has an unparalleled history of investing in software development – clients using our software can maintain their engineering investment and seamlessly upgrade from one version to the next. We are very proud of this deliberate R&D practice, as it allows our clients to keep their software current without significant capital expenditures.

Access to Exceptional Global Technical Support – Invensys clients have specific business objectives and responsibilities that rarely include troubleshooting industrial software technical issues. That is not a core competency that our clients have, or that they want. Customer FIRST provides you with streamlined access to support experts who have years of experience supporting diverse Wonderware installations around the world. They are adept at understanding potential software implementation issues, replicating problems and resolving them quickly. You also get access to extensive online self-help, online product training, dedicated and collaborative web portals, and a vast knowledgebase of technical tips, tools and best practices. With the Customer FIRST program, you can leverage vast Invensys experience and expertise, saving you time and money.



Enable plant resources to contribute additional value to your company by focusing on their day-to-day job instead of troubleshooting issues that Customer FIRST can help address. Our services are designed to optimize your Wonderware implementation.

Software Utilities – Invensys is also building Wonderware system utilities and new services to help clients achieve even greater productivity, including:

- **Wonderware Software Asset Manager (SAM)** – This utility, available free-of-charge to Elite and Premium members, and for a fee to Standard members, enables license inventory management and patch management services. It conveniently discovers and reports on installed Wonderware licenses and automates the process of patching and upgrading your Wonderware software.
- **Wonderware Developer Network (WDN)** – WDN is a collaborative information repository dedicated to Wonderware software applications. From the latest news, patches and updates, to compatibility information, demo applications, best practices, blogs and access to experts, WDN is invaluable.
- **Proactive System Monitoring Utility and Services** – Coming Soon! Using the latest system monitoring technology and standards, this utility and services will monitor your Wonderware system (software, application-related hardware and communications performance) to maintain optimum performance. By proactively identifying trends and alarm conditions and messaging back to Invensys or your engineering group based on established thresholds – your system will stay on the right track.

Think About It

Your business has enough challenges already, with constantly changing needs, market and competitive conditions, operational situations, rapidly changing technologies and myriad other concerns. The Customer FIRST program is a cost-effective approach to help you manage and mitigate some of these business complexities. When you leverage its many valuable aspects – software upgrades, technical support, and software utilities – your membership will provide a significant return. The program is specifically designed to help clients improve operational performance, protect critical investments, maximize asset performance and reduce total cost of ownership – to get maximum value from an investment in Wonderware software.

