



GRAY MATTER

Please make purchase order out to and remit payment to:

Gray Matter Systems LLC

100 Global View Drive
Suite 200

Warrendale, PA 15086

*Please reference quote number on your purchase order

Send purchase orders to:

jgehan@graymattersystems.com

Fax: 412-202-5053

Gray Matter Systems LLC

100 Global View Drive

Suite 200

Warrendale, PA 15086

Quote Number	00004927	Prepared By	John Gehan
Expiration Date	3/31/2018	Phone	(412) 741-2410
Account Name	City of Columbus Wastewater (SF)	Email	jgehan@graymattersystems.com
Created Date	2/8/2018	Fax	(412) 202-5053
Opportunity Owner	John Gehan		

Line Item Description	Quantity	Sales Price	Total Price
200-800-01 versiondog Update and Support NLP 1/7/2017 until 12/31/2018	1.00	USD 12,163.00	USD 12,163.00
		Total Price	USD 12,163.00
		Grand Total	USD 12,163.00

TERMS AND CONDITIONS:

GMS Quotes do NOT include TAXES or FREIGHT charges. These applicable costs must be added to the customer Purchase Order before the order will be processed.

Payment Terms: Net 30

F.O.B.: Destination

TERMS AND CONDITIONS

(Acceptance)

Acceptance of Purchaser's order is expressly subject to Seller's terms and conditions of sale, contained herein, which shall take precedence over any other terms and conditions. No contrary, additional or revised provisions or conditions shall be binding on the Seller unless accepted by an Officer of Seller in writing. Should the terms and conditions contained herein differ in any way from the terms and conditions of the Purchaser's order, this acknowledgement shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Purchaser assents to the terms and conditions contained herein. The failure of Purchaser to object thereto in writing within ten (10) days from the date of receipt hereof shall constitute assent thereto. The terms and conditions contained herein shall constitute the complete and only

agreement between Seller and Purchaser; it being intended by both parties that this document sets forth the entire agreement between the parties hereto as to the purchase of goods and/or services. All orders shall only become legally binding upon acceptance by Seller's main office, located in Warrendale, PA.

(Pricing)

The prices contained in this Proposal and Statement of Work shall be valid for thirty (30) days from the date of receipt, or upon Seller's prior notification of a price change to Purchaser, whichever occurs first. The prices contained herein do not include any federal, state, county local or other taxes levied on proposed goods and/or services, their use or sale, or on this agreement by any jurisdiction either within or outside the United States. Such taxes, where seller is required by law to collect them, whether designated as sales tax, gross receipts tax, occupation tax, etc., will be billed to the Purchaser based on the governing law in effect at the time of delivery unless Purchaser furnishes Seller with a proper Tax Exemption Certificate. Purchaser shall reimburse Seller for any state, county, or local taxes imposed, assessed, billed or becoming due and payable with regard to any goods and/or services furnished on or after the date said goods and/or services are located on Purchaser's premises. The prices contained herein do not include freight charges. Seller shall prepay transportation charges and Purchaser agrees to reimburse Seller for such charges within thirty (30) days of Purchaser's receipt of Seller's invoice. All freight, transportation and shipping charges shall be stated separately from other charges.

All deliveries shall be F.O.B. Seller's facility. Seller will select a carrier to ship Purchaser's order to Purchaser's specified destination, unless Purchaser indicates a

(Delivery)

specific carrier. Any goods, which Purchaser obtains from Seller to replace goods damaged or lost in transit, will be sold to Purchaser at Seller's standard prices in effect at the time of such replacement.

All shipping dates quoted by Seller are ARO (After Receipt of Order) by Seller and reflect shipping dates, not delivery dates to Purchaser's facility. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary shipping information. Delays due to missing information such as product specification sheets, or credit examination will be in addition to Seller's quoted shipping times and may impact the originally scheduled shipping date. Partial shipments may be made unless specifically prohibited on Purchaser's purchase order. If this contract calls for the shipment of goods in separate lots, or if partial shipments are made as herein authorized, this contract shall be deemed an installation contract within the meaning of the applicable law. Seller does not return Purchaser's acknowledgements.

Any shipment date is an estimate. Under no circumstances shall seller have any liability whatsoever for loss of use, or for any direct, incidental, or consequential damages resulting from delay, regardless of the cause(s).

TERMS AND CONDITIONS

(Ownership of Creative Work)

Seller maintains and holds the exclusive copyright to any and all applications developed, transmitted and/or delivered as part of this agreement. Seller grants to Purchaser, a limited, non-exclusive license to use the application and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the application or related documentation, nor in or to any algorithms, concepts, designs or ideas requested by or incorporated in the application or related documentation. Purchaser agrees that it shall not; with exception for one (1) back up copy, reproduce, copy or distribute the application or related documentation for any purpose without Seller's written consent.

(Payment Terms)

Unless otherwise agreed to by Seller in writing, all payments are due thirty (30) days from receipt of invoice and due at Seller's main office in Sewickley, PA. Purchaser agrees that Seller specifically retains a security interest under the Uniform Commercial Code in all goods and proceeds thereof to secure payment of all amounts due from Purchaser to Seller. Any payment not received when due are subject to a one and one half percent (1.5%) finance charge per month on the unpaid balance. If the unpaid balance is collected by or through an attorney at law or other licensed entity, Purchaser agrees to pay Seller for all reasonable attorney's fees and/or collection costs.

All purchases shall be subject to the terms and conditions contained herein. If at any time Purchaser fails to submit timely payments, or Seller determines the financial condition of the Purchaser does not justify the terms of payment established, Seller may, at Seller's sole option, require full or partial payment in advance or shall have the right to cancel any purchase order and shall be fully reimbursed for Seller's reasonable and proper cancellation charges. If an outstanding agreement for goods and/or services is terminated for any reason, all outstanding invoices will become due immediately

(Warranties, Limitations of Damages and Remedies)

Purchaser must look solely to all manufacturer warranties for specific information regarding warranties. Seller warrants all applications delivered to be free from defects in material and workmanship at the time of shipment and/or delivery to Purchaser's facility, and for a period of sixty (60) days from time of shipment and/or delivery to Purchaser's facility.

This warranty does not cover any goods and/or services which have been subject to misuse, accident, abuse, neglect, improper installation (installed by other than Seller), storage, and improper maintenance. Any alterations or repairs performed without express written consent of Seller will void the warranty.

Seller shall not be liable for any loss of use, or for any direct, incidental, or consequential damages due to goods and/or services provided. All implied warranties and specifically the implied warranties of merchantability and fitness for a particular purpose are expressly excluded and disclaimed.

The terms of this warranty shall constitute Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability with respect to this agreement. Seller shall have no further obligation or liability upon the expiration of the warranty periods set forth above.

Seller's liability to Purchaser (or that of Seller's Agent/Representative) arising from the supplying of goods and/or services, shall not in any case exceed the cost of the original purchase order.

Indemnification Purchaser shall indemnify and hold Seller, its parent corporations, subsidiaries, affiliates, suppliers, manufacturers, subcontractors, officers, directors, employees, representatives and agents harmless from any liability or damage whatsoever, including any court costs and attorney's fees arising from the use of any goods and/or services supplied by the Seller.

Disputes

At the sole discretion of Seller, Seller may require any controversy, dispute or claim, of whatever kind, arising out of or relating to this agreement be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of this agreement shall be brought, maintained and administered in Allegheny County, PA.

Should Seller be successful, in part or in whole, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to fully recover its litigation or arbitration expenses, including attorney's fees.

TERMS AND CONDITIONS Applicable Law

This agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of law provisions of the laws of the Commonwealth of Pennsylvania.

Failure to Fully Compensate

Should Purchaser fail to fully compensate Seller for any goods and/or services provided, Seller shall be fully released from any obligations herein or otherwise.

Waiver

The waiver by Seller of any term, condition, or provision hereunder must be in writing and shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision on this order or future orders.

Authority of Sellers Agents

Non-Solicit and Non-Hire

No agent, employee, or representative of Seller has any authority to bind Seller or form a part of the basis of this agreement unless the agent, employee, or representative of Seller is specifically included within this agreement and accepted in writing by an officer of Seller.

Purchaser and Seller agree, for a period of one (1) year after conclusion of purchase, that both parties shall not, without the prior written consent, directly or indirectly solicit, hire, entice, or encourage any person currently employed or who within six (6) months prior to the termination shall have been an employee or consultant of either party, to leave his or her employment or consulting position with the other party, or engage, or attempt or agree to engage, in any capacity, the services of any such person, or aid or assist anyone else to do so.

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