

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TRIHEDRAL INC., FOR AN HMI SOFTWARE SYSTEM FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8741 – AWARDED TO TRIHEDRAL INC., FOR FIVE (5) YEARS, WITH THE OPTION FOR FIVE (5) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL TEN (10) YEAR NOT-TO-EXCEED AMOUNT OF \$886,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for an HMI Software System for the Water Utilities Department; and

WHEREAS, the City Manager, or a designated employee, has received, reviewed, and recommended that the herein described proposals are the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals; and

WHEREAS, this procurement was undertaken as part of the City’s governmental function; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the “Request Proposals” on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

<u>RFP</u> <u>NUMBER</u>	<u>CONTRACTOR</u>	<u>AMOUNT</u>
8741	Trihedral Inc.	\$886,000.00

SECTION 2. That by the acceptance and approval of the above numbered items of the submitted proposals, the City accepts the offer of the persons submitting the proposals for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, specifications, standards, quantities, and for the specified sums contained in the Proposal Invitations, Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the above enumerated bids, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approved bids.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

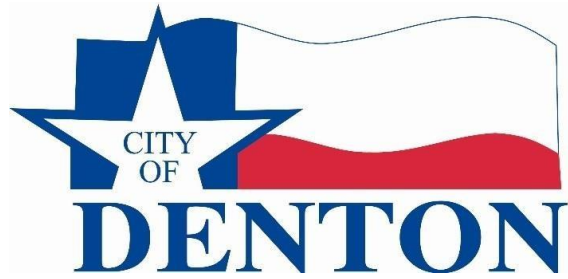
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



DocuSign City Council Transmittal Coversheet

RFP	8741
File Name	HMI Software Upgrades
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND TRIHEDRAL INC.
(Contract #8741)**

THIS CONTRACT is made and entered into this date _____, by and between Trihedral Inc. a Florida corporation, whose address 28326 Parkerton Lane Spring, TX 77386, hereinafter referred to as “Contractor,” and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as “City,” to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or their duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide services in accordance with the City’s RFP 8741 a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit “A”**);
- (b) City of Denton’s RFP 8741 (the “Solicitation”) (**Exhibit “B” on file at the office of the Purchasing Agent**);
- (c) Tech Agreement (**Exhibit “C”**);
- (d) VTScada Software License Agreement (**Exhibit “D”**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit “E”**);
- (f) Insurance Requirements (**Exhibit “F”**);
- (g) Contractor’s Proposal (“Contractor’s Offer”) (**Exhibit “G”**);
- (h) Form CIQ – Conflict of Interest Questionnaire (**Exhibit “H”**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as “Contract Documents.”

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is

prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Contract.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this Contract, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this Contract and will not become ineligible to receive payments under this Contract by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in the year and day first above written.

CONTRACTOR

DocuSigned by:
BY: Barry Baker
AUTHORIZED SIGNATURE

Printed Name: Barry Baker

Title: President

8004632783
PHONE NUMBER

barry.baker@trihedral.com
EMAIL ADDRESS

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

Signed by:
Stephen D Gay Stephen D Gay
SIGNATURE PRINTED NAME

General Manager
TITLE

water utilities and street operations
DEPARTMENT

CITY OF DENTON, TEXAS

BY: _____

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
BY: Leah Bush
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Exhibit A **Special Terms and Conditions**

1. Total Contract Amount

The contract total for services shall not exceed \$886,000. Pricing shall be per Exhibit G attached.

2. The Quantities

The quantities indicated on Exhibit G are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs with pricing adjusted on a per unit basis as detailed in Exhibit G. Individual purchase orders will be issued on an as needed basis.

3. Contract Terms

It is the intention of the City of Denton to award a contract for five (5) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional five (5) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months

4. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must

also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

5. Performance Liquidated Damages – Intentionally Omitted

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Exhibit B
City of Denton's RFP 8741 (the "Solicitation") (Exhibit "B" on file at the
office of the Purchasing Agent

Exhibit C
City of Denton
TECH ADDENDUM

Standard Addendum to Agreement

The agreement between the City of Denton, a Texas home-rule municipal corporation (“City”), and the other party to the agreement (“Vendor”) to which this Standard Addendum to Agreement (this “Addendum”) is attached, is subject to the terms and conditions of this Addendum, which are incorporated for all purposes into the agreement to which they are attached (the “Agreement”). In the event of a conflict between the Agreement and this Addendum, this Addendum shall govern, and no term or condition in subsequent invoices or statements shall serve to modify the terms of this Addendum. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or services, (ii) performance is complete, or (iii) delivery of an invoice to City; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Invoices and any required supporting documents must be presented to: City of Denton – Purchasing Department, 901 B Texas Street, Denton, TX 76201.

Tax Exempt. No taxes shall be included in the invoice. City is exempt from the payment of taxes and the purchase order serves as the required exemption certificate for tax exemption. The City will provide other exemption certificates or documentation confirming its tax-exempt status as requested.

Governing Law and Venue. The Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for all issues arising from or related to the Agreement shall be resolved in the courts of Denton County, Texas, and the parties agree to submit to the exclusive jurisdiction of such courts.

No Excess Obligations. In the event the Agreement spans multiple fiscal years, the City’s continuing performance under the Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City Council of the City of Denton. If the City Council of the City of Denton fails to appropriate or allot the necessary funds, City shall issue written notice to Vendor that City may terminate the Agreement without penalty, further duty, or obligation.

Delivery. Delivery shall be FOB Destination.

Public Information. City shall release information in accordance with the Texas Public Information Act, Tex. Gov’t Code Chapter 552, and other applicable law or court orders. If requested, Vendor shall make public information available to City in an electronic format, and any portions of records claimed by the Vendor to be proprietary must be clearly marked as such.

Insurance. City is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by City shall, without further requirement, satisfy all insurance obligations of City under the Agreement.

Prohibition on Contracts with Companies Boycotting Israel. Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this Contract, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. Failure to meet or maintain the requirements under this provision will be considered a material breach.

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Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies. The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2275, and Vendor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North

Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Indemnity. The Vendor shall indemnify and save and hold harmless the City and its officers, OFFICIALS, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees ASSERTED AGAINST OR incurred by CITY, and including, without limitation, damages for bodily and personal injury, death and property damage, directly resulting from the grossly negligent acts or omissions of the Vendor or its officers, shareholders, agents, or employees INCIDENTAL TO, RELATED TO, AND in the execution, operation, or performance of the Agreement. Nothing in this Addendum shall be construed to create a liability to any person who is not a party to this Addendum, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

For greater certainty, the City agrees it has the sole authority in the installation, operation, management and maintenance of its control systems including the interconnected control hardware, networks, anti-virus software and computers which are supplied by 3rd parties under the direction and supervision of the City.

Limitations. City is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on City property; disclaimers and limitations of warranties; disclaimers and limitation of liability for damages; waivers, disclaimers, and limitation on litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on City, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

Exhibit D

VTScada Software License Agreement (Standard Conditions)

Last Modified: July 2, 2025

V

This License Agreement (“**License Agreement**”) governs any Software and/or Services in the Order Confirmation that the individual or entity identified as the customer in the Order Confirmation (“**Customer**”) purchase directly from Trihedral or through its authorized resellers (“**Reseller**”). This License Agreement, the Order Confirmation, and any other incorporated terms comprise the complete understanding between the parties on the subject matter (“**Agreement**”). By using or accessing the Software or Services, Customer agrees to this License Agreement.

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with, a party. Control means direct or indirect ownership of (i) more than 50% of an entity’s voting interest; or (ii) the right to receive more than fifty percent (50%) of an entity’s profits.

“**Customer Data**” means data, information, and content that is entered into the Software by the Customer and the output generated by the Customer from the data it entered into the Software (e.g., statistical calculations, sorting, collection, averaging, and other mathematical computations).

“**Documentation**” means the then-current documentation regarding the Software that is generally provided or made available by Trihedral either in print or electronic forms, and which may include end-user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

“**Indemnified Liabilities**” means any (i) settlement amounts approved by the indemnifying party and (ii) damages and costs in a final judgment awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

“**Instance**” means a single copy of the Software running on a single physical or virtual machine.

“**Modifications**” means modifications, revisions, enhancements, scripting, fixes, error corrections, workarounds, and improvements made by any person, whether or not issued in a formal update, upgrade, or release.

“**License Key**” means an alphanumeric code that enables the Customer to activate and use the Software.

“**Licensed Instance**” means an Instance of the Software that has been activated using a License Key provided by Trihedral. If the License Key is subsequently used to activate a different Instance of the Software, then the first Instance of the Software will automatically cease to be a Licensed Instance.

“**Order Confirmation**” means the ordering document issued or signed by Trihedral or its authorized reseller, which for Paid Licenses will be identified as an order confirmation form and for a Free License or Demo License is the online check out screen where these terms are agreed to.

“**Services**” means Support and other Services provided by Trihedral.

“**Software**” means the VTScada software in machine executable object code and any training materials and documentation provided by Trihedral, including any Modifications to any of them.

“**Trihedral**” means the Trihedral entity listed on the Order Confirmation, and if the Order Confirmation is silent, the term means (i) Trihedral USA, if the Customer is located in the United States (ii) Trihedral UK if the customer is located within the United Kingdom and (iii) Trihedral CAN if the Customer is located elsewhere

“**Trihedral CAN**” means Trihedral Engineering Ltd., an entity organized under the laws of Nova Scotia, Canada.

“**Trihedral USA**” means Trihedral, Inc., a Florida Corporation.

“**Trihedral UK**” means Trihedral UK Limited, an entity organized under the laws of the United Kingdom.

“**Third-Party Legal Proceeding**” means any claim, demand, action, or legal proceeding made or instituted by someone other than Trihedral, Customer, or any of their Affiliates.

1. **License.**

1.1 **Ordering.** If Customer purchases directly from Trihedral, then Customer will pay Trihedral the fees for the Services and/or any Paid License in accordance with the payment terms stated in the Order Confirmation. If Customer purchases Services and/or any Paid License through a Reseller, then the description of the Services and/or Paid License will be set forth in the ordering document Customer enters with the Reseller (the “**Order Confirmation**,” which for the purposes of this Agreement is also an “Order Confirmation”) and payment will be made to Reseller in accordance with the terms of the Order Confirmation. The Reseller is responsible for the accuracy of the Order Confirmation, Resellers are not authorized to make any promises or commitments on Trihedral's behalf, and Trihedral is not bound by any obligations to Customer other than as specified in this License Agreement. Except as otherwise stated in the Agreement, Customer's purchases are except as may be stated in the Order Confirmation non-cancelable and payment for Services is non-refundable. Customer will pay all applicable sales tax, VAT, GST, use tax, or similar transaction taxes imposed on Customer's purchase of Services and/or use of the Software, unless Customer provides Trihedral with a valid tax exemption certificate. Customer will have no liability for taxes that are imposed on Trihedral or Reseller, as applicable, that are measured by Trihedral's or Reseller's net or gross income.

1.2 **Paid License.** Subject to the terms and conditions of the Agreement, upon payment of the applicable license fees stated in the Order Confirmation, Trihedral grants Customer a non-exclusive, non-sublicensable, non-transferable license to use the Software described in the Order Confirmation (“**Paid License**”) for the terms stated in the Order Confirmation for the sole purpose of monitoring, controlling and analyzing Customer's industrial processes and equipment. The Software may be installed on the maximum number of Licensed Instances listed in the Order Confirmation, which is one if no number is listed and is subject to any other restrictions stated in the Order Confirmation, such as the maximum number of tags (i.e. a value, timestamp or quality characteristic). Customer may permit third-party providers to host the Software solely for Customer's personnel use.

1.3 **Free License.** Trihedral makes a version of the VTScada software with limited functionality (“**Trial Version**,” also the “**Software**”) that will monitor, control and analyze Customer's industrial processes and equipment for no more than 50 IO tags from an external device or source. For those Customers that download the Trial Version, Trihedral grants Customer a free, perpetual, non-exclusive, non-sublicensable, non-transferable, limited license (“**Free License**”) to use version of the Trial Version subject to the terms and restrictions of the Agreement. Customer may host the Trial Version on only one server and may only have one instance of the Trial Software and only one Free License. Customers who purchase a Paid License may not also obtain a Free License to the Software. The Trial Version of the Software may only be used in the Country stated in the Order Confirmation and for the purposes stated in that Order Confirmation. The

Trial Version may not be used in connection with any High Risk Activity. “**High Risk Activities**” means uses in connection with the operation of nuclear facilities; the manufacture of arms, armament, weapons or ammunition; air traffic control; life support systems; military or defense applications; or where the use or failure of the Services could lead to death, personal injury, property damage or environmental damage.

- 1.4 **Demo License.** Trihedral makes a version of the VTScada software with License Key functionality (“**Demo Version**,” also the “**Software**”) that will monitor, control and analyze Customer’s industrial processes and equipment for a License Key evaluation period. For those Customers that obtain the Demo Version under an Order Confirmation, Trihedral grants Customer a free, non-exclusive, non-sublicensable, non-transferable, limited license (“**Demo License**”) to use a version of the Software subject to the limitations of the License Key and the terms and restrictions of this Agreement. Customer may host the Demo Version on only one server and may only have one instance of the Demo Software per license. The Demo Version of the Software may only be used in the Country entered in the download request. The Demo Version may not be used in connection with any High-Risk Activity.
- 1.5 **Restrictions.** The Software may only be accessed and used by Customer’s personnel (“**Users**”), and Customer is responsible for Users’ compliance with the Agreement. Customer, on behalf of itself and its Users, agrees not to: (1) use the Software other than as authorized in the Agreement; (2) modify, decompile, decode, or reverse engineer the Software, (3) create derivative works based on the Software; (4) use the Software or any other Trihedral Confidential Information to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Software, (5) use the Software for competitive analysis or benchmarking purposes, (6) use the Software to provide services to any third party, (7) deactivate, impair, or circumvent any security or authentication measures of the Software, or (8) transfer, sublicense, distribute, sell, lease or use for timesharing or service bureau purposes the Software. Customer will not export or install the Software on a server outside of the United States, Canada or the country identified as Customer’s shipping address on the Order Confirmation without obtaining Trihedral’s prior written consent.
- 1.6 **Support and other Services.** Unless otherwise provided in an Order Confirmation, Support for a Paid License is free for the first ninety (90) days after it is initially licensed and is offered on renewal at the rates set forth in Order Confirmation. Support and any other Service are described in the Order Confirmation.
- 1.7 **Third-Party Solutions.** Customer may decide to interact with, access or use compatible third-party services, content or solutions (“**Third Party Solution**”) in connection with the Software. Trihedral does not provide any aspect of the Third-Party Solution and is not responsible for any compatibility issues, errors, or bugs in the Software or Third-Party Solution caused in whole or in part by the Third-Party Solution. Customer is solely responsible for maintaining the Third-Party Solution and obtaining any associated licenses and consents necessary for Customer’s use of the Third-Party Solution in connection with the Software.
- 1.8 **Personal Data.** The Software has been architected so Trihedral will not process any Personal Data of Customer. “**Personal Data**” means data relating to an identified or identifiable natural person.
2. **Confidential Information.**
- 2.1 **Definition.** The term “**Confidential Information**” means any information disclosed under the Agreement that (a) if tangible, is clearly marked as “Confidential” or with a

similar designation; (b) if intangible, is identified as “Confidential” by discloser at the time of disclosure and confirmed in writing to recipient as being Confidential Information. Confidential Information does not include any portion of the information that recipient can prove: (a) was rightfully known to recipient before receipt from discloser; (b) becomes generally known to the public through no fault of recipient; (c) was received by recipient from a third party without any confidentiality obligation; or (d) was independently developed by recipient without breach of this Section 2.

- 2.2 **Limited Use and Non-Disclosure.** Recipient will (a) use Confidential Information only for the purposes of furthering the business relationship between the parties; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; or (c) not disclose Confidential Information to any third party except (i) as required by law and/or (ii) to employees, consultants, and agents who have a need to know it in order to carry out their obligations under the Agreement and are under written confidentiality and non-use obligations at least as restrictive as those stated in the Agreement.
3. **Intellectual Property Rights.** As between Trihedral and Customer, Customer owns all worldwide right, title and interest in and to Customer Data, including all worldwide Intellectual Property Rights (“**Customer IP**”). Trihedral and its licensors own all worldwide right, title and interest in and to the Software, including all worldwide Intellectual Property Rights (“**Trihedral IP**”). Except as expressly set forth in the Agreement, no rights to any Trihedral IP or Customer IP is granted to the other party. Customer is not obligated to provide Trihedral with any suggestions, enhancement requests, or other feedback about the Software or related technology (“**Feedback**”). However, if Customer’s personnel provide any Feedback to Trihedral, Trihedral may use and modify it without any restriction or payment. When the Software is installed on a server that is accessible by the Internet, Customer agrees that Trihedral may obtain data from the Software other than any data that relates to an identifiable individual (PII) for the purpose of supporting and improving the Software and related solutions. “**Intellectual Property Right(s)**” means patent rights (including, without limitation, patent applications and disclosures), trademarks, copyrights, moral rights, know-how, and any other intellectual property rights recognized in the United States, Canada, or the European Union.
4. **Term and Termination.**
- 4.1 **Term.** The Agreement is effective on the earlier of the date the first Order Confirmation is entered into by Customer and Trihedral or when the Software is first accessed (“**Effective Date**”) and remains in effect until all Order Confirmations are terminated or expire.
- 4.2 **Termination and Suspension.** Either party may terminate the Agreement or an Order Confirmation if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice that specifically identifies the breach.
- 4.3 **Effect of Termination.** Except if Customer terminates for Trihedral’s uncured material breach under Section 4.2, termination of the Agreement or an Order Confirmation will not relieve Customer from Customer’s obligation to pay Trihedral any fees stated in an Order Confirmation. After termination or expiration of the Agreement, (a) Customer will stop using the Software and will promptly certify in writing that all copies of the Software have been destroyed, (b) any license granted to the Software will immediately end, and (c) Trihedral will have no further obligation to perform any Services.

Termination of an Order Confirmation does not terminate the Agreement unless no other Order Confirmations are in effect. Termination of the Agreement will result in the immediate termination of all Order Confirmations. Sections 2, 3, and 6-9 of the Agreement will survive termination.

5. **Warranty and Warranty Disclaimer.** For Paid Licenses, **Trihedral** warrants that for a period of 90 days from activation (the “**Warranty Period**”) that all of the critical functionality of the Software will perform when operated according to the Documentation, and Trihedral will (at its own cost) rectify any material defects in the Software that Customer notifies it of during the Warranty Period. This constitutes Trihedral's sole remedy for breaches of warranty under the Agreement. Except for that warranty provided to for a Paid License, the Paid License and the Demo and Free License is provided “as is.” **To the fullest extent permitted by applicable law, except as expressly provided in the Agreement, Trihedral makes no other warranty of any kind regarding the Software or any Service, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use and non-infringement (since Trihedral indemnifies for IP infringement). Trihedral does not warrant and makes no representations (i) that the operation of the Software will be error-free or uninterrupted or (ii) concerning the results obtained from or the conclusions drawn from the use of Software. This Warranty and Warranty Disclaimer shall not apply to Annual System Support Agreement between the parties.**
6. **Indemnification.** The indemnity provisions in this Section only apply to Paid Licenses.
 - 6.1 **Trihedral’s Indemnification Obligations.** Trihedral will defend Customer and Customer’s respective directors, officers and employees (“**Customer’s Indemnified Parties**”) against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that (a) the Software infringes, misappropriates or otherwise violates any third party’s Intellectual Property Right, (b) Trihedral’s willful misconduct or fraud, or (c) Trihedral violated any applicable law.
 - 6.2 **Customer’s Indemnification Obligations.** Intentionally Omitted.
 - 6.3 **Indemnification Exclusions.** Sections 6.1 (Trihedral’s Indemnification Obligations) and Section 6.2 (Customer’s Indemnification Obligations) will not apply to the extent the underlying allegation arises from:
 - a. the indemnified party’s breach of the Agreement; or
 - b. modifications to the Software by anyone other than Trihedral or its agents; or
 - c. combination of the Software with materials not provided by Trihedral;
 - d. failure to use the most current, supported version of Trihedral’s Software provided under the Agreement or
 - e. compliance with the indemnified party’s instructions, design or request for customized features.
 - 6.4 **Indemnification Conditions.** Sections 6.1 (Trihedral’s Indemnification Obligations) is conditioned on the following:
 - a. The indemnified party will promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 6.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party’s obligations under Section 6.1 (as applicable) will be reduced in proportion to the prejudice.
 - b. The indemnified party will tender sole control of the indemnified portion of the Third-Party

Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party’s prior written consent, not to be unreasonably withheld, conditioned, or delayed.

7. Limitation of Liability. In this Section, “liability” means any liability, whether under contract, tort, or otherwise, including for negligence.

7.1 General Limitations on Liability. Subject to section 7.2 (Exceptions to Limitations): (a) neither party will have any liability arising out of or relating to the Agreement for: (1) indirect, special, incidental or consequential losses (whether or not foreseeable or contemplated by the parties at the Effective Date); (2) exemplary or punitive damages; or (3) the other party’s lost revenues, profits, or data; and (b) For a Paid License, each party's aggregate liability arising out of or relating to the Agreement will not exceed the amount paid or payable to Trihedral under the applicable Order Confirmation. **Exceptions to Limitations.** For a Paid License, nothing in the Agreement excludes or limits either party’s liability for: (a) breach of confidentiality obligations under Section 2, (b) the indemnification obligations under Section 6, (c) infringement of the other party’s intellectual property rights; (d) death or personal injury resulting from its negligence or the negligence of its employees or agents; or (e) matters for which liability cannot be excluded or limited under applicable law.

8. Dispute Resolution.

If the Customer is domiciled in the U.S.: The Agreement and all matters arising out of or relating to the Agreement is governed by Texas law, without regard to conflict of law, and each party irrevocably consents to exclusive jurisdiction over all claims and disputes between the parties The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

If the Customer is domiciled outside of the U.S.: Any unresolved dispute arising out of or in connection with the Agreement shall be finally resolved by arbitration with one arbitrator conducted in English under the Rules of Arbitration of the International Chamber of Commerce that are made a part of the Agreement. Either party can obtain temporary restraining orders, preliminary injunctions, and other similar relief in a court of competent jurisdiction when necessary to preserve status quo or prevent injury pending resolution of the dispute on its merits by arbitration. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. The Agreement and all matters arising out of or relating to the Agreement shall be governed by the laws of (without regard to conflict of law) and the location of the arbitration will be, as follows:

Customer domiciled in Asia	Laws of Singapore	Arbitration will be held in Singapore
Customer domiciled in Canada	Laws of Ontario	Arbitration will be held in Toronto
Customer domiciled in Mexico, Central America or South America	Laws of New York	Arbitration will be held in New York City
Customer domiciled elsewhere (other than the U.S.)	Laws of England	Arbitration will be held in London

9. Audit. Upon ten (10) business days written request from Trihedral, to the extent allowed by law, without waiving any applicable immunities, and subject to reasonable

notification, Customer will provide Trihedral or its auditors with reasonable access to any books, records, computers, or information that relates to Customer's use of the Software in compliance with the terms of the Agreement. The audit will not unreasonably interfere with Customer's business activities.

10. **Export Control.** The Software is subject to U.S. and/or Canadian export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Software. Where the Trihedral USA is the contracting party or the Customer is based in the United States, the Software may not be downloaded, or otherwise exported or re-exported (i) into or to a national or resident of any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders. By installing or using the Software, Customer is warranting that it is not located in or under the control of, or a national or resident of any such country or on any such list.
11. **License Rights Applicable to the U.S. Government.** The Software is a commercial product that is developed exclusively at private expense. If the Software is acquired directly or indirectly for use by the U.S. Government, then the parties agree that the Software is considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Software and Documentation may only be used under the terms and conditions of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Trihedral will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.
12. **Miscellaneous.** Neither party will assign the Agreement in whole or in part without the other party's prior written consent (which consent will not be unreasonably denied, delayed or conditioned), except no consent is necessary for assignment to a successor that is made in connection with a merger or sale of all or substantially all of a party's assets or equity. Any attempted assignment in violation of this restriction is void. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. If a conflict exists between any of the terms the Agreement and the Order Confirmation, then the Order Confirmation will govern only if it is signed by both parties. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement. Notices will be provided in writing and delivered by commercial overnight or next day courier to the address of the other party stated on the Order Confirmation. The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other. Under no circumstances will any employee of one party be deemed to be the employee of the other. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected. The parties may amend the Agreement only in a written amendment signed by both parties. The

Agreement does not confer any benefits on any third party unless it expressly states that it does.

The Agreement can be executed electronically and in counterparts, each of which is deemed to be an original and together comprise a single document. Each party represents and warrants that the individual binding a party under the Agreement is authorized to do so.

Prior Versions: June 8, 2016 Version

Exhibit E

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the Contract is awarded, in accordance with Government Code 2252.908.

The Contractor shall:

1. Log onto the State Ethics Commission Website at [:https://www.ethics.state.tx.us/filinginfo/1295/](https://www.ethics.state.tx.us/filinginfo/1295/)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit F

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A+ or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents,

Employees and volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of

\$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

B. WORKERS' COMPENSATION and EMPLOYERS LIABILITY INSURANCE

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$100,000.00 Each Accident
Bodily Injury by Disease: \$100,000.00 Each Employee
Bodily Injury by Disease: \$500,000.00 Policy Limit

NOTES:

- a. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- b. If CONTRACTOR is a non-subscriber or is self-insured CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

C. Technology Errors & Omissions Liability Insurance

Technology Errors and Omissions Insurance to provide coverage for any damage or losses arising from the rendering of, negligent or improper performance of, or failure to perform technology services including, but not limited to, media content, network security breaches and negligent design, website design, hosting and support, content management, user optimization services, system integrations, system creation designed to migrate to various platforms, the design and/or implementation of add-on platforms, the provision of guidance regarding industry best practices and custom translation solutions and other website functionality, the provision of analytics on site usage, with minimum limits of \$1,000,000 per claim.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

HMI Software Vendor	Trihedral Inc.
HMI Software Product	VTScada SCADA/HMI Software

Exhibit G
Contractor's proposal

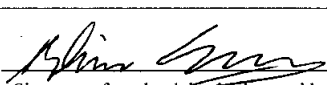
Denton RFP 8741 HMI Software Pricing

	Unit Price	Quantity	Extended Price	Notes from Trihedral
Lake Lewisville Water Treatment Plant				
1	\$76,695	1	\$76,695.00	50,000 tag VTScada Dual Server Premium (DSP) package
2		10	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
3		5	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
4		1	\$0.00	VTScada Thin Client includes Development toolset. Included in DSP package.
5		1	\$8,131.69	Separate VM and licensing not required but is included here for completeness. May be removed for deduct
6		1	\$0.00	Rockwell/Allen Bradley family of PLCs redundant server driver included with DSP package
7		1	\$0.00	DNP3 and Modbus redundant server drivers, compatible with SCADAPack PLCs/RTUs, included with DSP package
8		1	\$0.00	Modbus TCP/RTU and OPC DA and UA Client (if using Schneider OPC DA or UA Servers) redundant server drivers, compatible with Schneider Electric M580/M340 PLCs, included with DSP package
			Subtotal	
			\$84,826.69	
Ray Roberts Water Treatment Plant				
9	\$76,695	1	\$76,695.00	50,000 tag VTScada Dual Server Premium (DSP) package
10		10	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
11		5	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
12		1	\$0.00	VTScada Thin Client includes Development toolset. Included in DSP package.
13		1	\$8,131.69	Each redundant server license includes integrated VTScada Historian with realtime replication. Separate VM and licensing not required but is included here for completeness. May be removed for deduct
14		1	\$0.00	Rockwell/Allen Bradley family of PLCs redundant server driver included with DSP package
15		1	\$0.00	DNP3 and Modbus redundant server drivers, compatible with SCADAPack PLCs/RTUs, included with DSP package
16		1	\$0.00	Modbus TCP/RTU and OPC DA and UA Client (if using Schneider OPC DA or UA Servers) redundant server drivers, compatible with Schneider Electric M580/M340 PLCs, included with DSP package
			Subtotal	
			\$84,826.69	
Pecan Creek Water Reclamation Facility				
17	\$76,695	1	\$76,695.00	50,000 tag VTScada Dual Server Premium (DSP) package
18		10	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
19		5	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
20		1	\$0.00	VTScada Thin Client includes Development toolset. Included in DSP package.
21		1	\$8,131.69	Separate VM and licensing not required but is included here for completeness. May be removed for deduct
22		1	\$0.00	Rockwell/Allen Bradley family of PLCs redundant server driver included with DSP package
23		1	\$0.00	DNP3 and Modbus redundant server drivers, compatible with SCADAPack PLCs/RTUs, included with DSP package
24		1	\$0.00	Modbus TCP/RTU and OPC DA and UA Client (if using Schneider OPC DA or UA Servers) redundant server drivers, compatible with Schneider Electric M580/M340 PLCs, included with DSP package
			Subtotal	
			\$84,826.69	

Robson Ranch Water Reclamation Facility					
25	Redundant HMI Server License with automatic syncing and aut	\$27,695	1	\$27,695.00	5,000 tag VTScada Dual Server Premium (DSP) package
26	Operator Workstation Runtime License With Trending		5	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
27	Operator Workstation Runtime License With Trending (concurr		5	\$0.00	VTScada Thin Clients include runtime capability OWS with multi-monitor functionality. Unlimited Thin Clients included in DSP package
28	Development License		1	\$0.00	VTScada Thin Client includes Development toolset. Included in DSP package.
29	Historical Server License, 5K tags		1	\$4,876.69	Each redundant server license includes integrated VTScada Historian with realtime replication. Separate VM and licensing not required but is included here for completeness. May be removed for deduct
30	Allen-Bradley PLC Communications Driver		1	\$0.00	Rockwell/Allen Bradley family of PLCs redundant server driver included with DSP package
31	SCADAPack PLC Communications Driver		1	\$0.00	DNP3 and Modbus redundant server drivers, compatible with SCADAPack PLCs/RTUs, included with
32	Schneider Electric M580/M340 PLC Communications Driver		1	\$0.00	Modbus TCP/RTU and OPC DA and UA Client (if using Schneider OPC DA or UA Servers) redundant server drivers, compatible with Schneider Electric M580/M340 PLCs, included with DSP package
	Subtotal			\$32,571.69	
System-Wide Costs					
33	Win911 integration to HMI Server for alarm callout		1	\$0.00	All DSPs include integrated redundant VTScada Alarm Notification System (email, text message, voice). Integration between VTScada servers and VTScada Alarm Notification is not automatic.
34	Hatch WIMS integration to Historian Server for reporting		1	\$0.00	All DSPs include OPC DA Server and ODBC SQL driver to VTScada Historian. This functionality is included with all Servers with embedded Historians. As such there is no cost to enable this feature.
35	Classroom Training - HMI Software Fundamentals, 5 seats	\$3,500	Lot	\$3,500.00	All DSPs include \$1000 credit toward a regularly-scheduled in-class course (LEVEL 1 - VTScada Operations and Configuration) to be held at a Trihedral designated facility or online via Zoom. As such, 4 course credits are included and only 1 additional course payment is required
36	Classroom Training, HMI Software Administration covering communications and redundancy, 4 seats	\$3,000	Lot	\$3,000.00	Lot amount. Assumes all students will be trained in a single, 8-hr session using selected sections of the VTScada O&C and VTScada Advanced Config courses.
37	HMI Software Configuration Support, hourly rate (online)	\$165	40	\$6,600.00	
38	Annual System Support Agreement with 24/7 online support, 5 years w/ option to renew for an additional 5 years	\$57,410	Lot	\$469,827.00	Quantity of additional year reduced to 9 as all DSPs include 1st year of Supportplus + 24/7 Emergency Support. Multi-year support discounts applied.
	Subtotal			\$482,927.00	
	Total			\$769,978.75	Includes all support plus 10yrs Supportplus + 24/7 Emergency Support

Exhibit H

CONFLICT OF INTEREST QUESTIONNAIRE

	CONFLICT OF INTEREST QUESTIONNAIRE -	FORM CIQ
	For vendor or other person doing business with local governmental entity	
	This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	
	<p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	
1	Name of vendor who has a business relationship with local governmental entity.	
	<u>TRIHEDRAL, INC</u>	
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small>	
3	Name of local government officer about whom the information in this section is being disclosed.	
	<u>N/A</u>	
	Name of Officer	
	<p>This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
4	<input checked="" type="checkbox"/> I have no Conflict of Interest to disclose.	
5	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; text-align: center;"> <u></u> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <u>5/4/25</u> Date </div> </div>	

Certificate Of Completion

Envelope Id: 45380197-9792-4041-BE64-5489B2D8E8C9
Subject: Please DocuSign: City Council Contract 8741 HMI Software
Source Envelope:
Document Pages: 26
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
3/11/2026 2:43:40 PM

Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com

Location: DocuSign

Signer Events

Gabby Leeper
Gabby.Leeper@cityofdenton.com
Senior Buyer
City of Denton
Security Level: Email, Account Authentication
(None)

Signature

Completed


Using IP Address: 198.49.140.10

Timestamp

Sent: 3/11/2026 2:50:15 PM
Viewed: 3/11/2026 2:50:29 PM
Signed: 3/11/2026 3:09:48 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lori Hewell
lori.hewell@cityofdenton.com
Purchasing Manager
City of Denton
Security Level: Email, Account Authentication
(None)




Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

Sent: 3/11/2026 3:09:50 PM
Viewed: 3/11/2026 4:16:44 PM
Signed: 3/11/2026 4:21:59 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Leah Bush
leah.bush@cityofdenton.com
Assistant City Attorney
Security Level: Email, Account Authentication
(None)

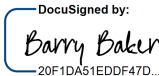


Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.104

Sent: 3/11/2026 4:22:01 PM
Viewed: 3/17/2026 8:44:01 AM
Signed: 3/17/2026 9:25:06 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Barry Baker
barry.baker@trihedral.com
Vice-President
Security Level: Email, Account Authentication
(None)




Signature Adoption: Pre-selected Style
Using IP Address: 98.97.54.104

Sent: 3/17/2026 9:25:09 AM
Viewed: 3/17/2026 11:38:00 AM
Signed: 3/17/2026 11:39:18 AM

Electronic Record and Signature Disclosure:
Accepted: 3/17/2026 11:38:00 AM
ID: 2784c587-c9d1-4e16-98d2-6751c7d7a919

Signer Events	Signature	Timestamp
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Stephen D Gay
Stephen.Gay@cityofdenton.com
General Manager
Water Utilities
Security Level: Email, Account Authentication (None)

Signed by:

FEB48BB9728E4A9...
Signature Adoption: Pre-selected Style
Using IP Address:
2607:fb90:8a62:94f1:8508:32f0:4e50:7a9d
Signed using mobile

Sent: 3/17/2026 11:39:20 AM
Viewed: 3/18/2026 2:21:19 PM
Signed: 3/18/2026 2:21:56 PM

Electronic Record and Signature Disclosure:
Accepted: 3/18/2026 2:21:19 PM
ID: e6c654c6-dcc6-4bdc-ba76-e8812d1c3f5e

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 3/18/2026 2:22:00 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cassey Ogden
Cassey.Ogden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ingrid Rex
Ingrid.Rex@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/11/2026 3:09:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Gretna Jones
gretna.jones@cityofdenton.com
Legal Secretary
City of Denton
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 3/18/2026 2:21:58 PM
Viewed: 3/20/2026 3:37:32 PM

City Secretary Office
citysecretary@cityofdenton.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Dillard
john.dillard@cityofdenton.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 3/9/2026 2:50:12 PM
ID: 10d63fa7-12d2-41db-a840-1e1e782c280c

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/11/2026 2:50:15 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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