**Date:**
10/10/2017
**Valid Until:**
12/9/2017

**Quote To:**

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

**OSI Sales Contact:**

Name:   Chris Murphy
Phone:  (763) 404-4121
Email:   chris.murphy@osii.com

**Attention:**

Michael Aukerman
(940) 349-7899
michael.aukerman@cityofdenton.com

**Quote Description:**

2017 monarch™ Support Renewal

| Description | Qty | Unit Cost | Unit | Extended Cost | |
|---|---|---|---|---|---|
| **Base Quote** | | | | | |
| **monarch™ Support** | | | | | |
| monarch™ Support - Gold | 1 | 51,095.00 | EA | US$ | 51,095.00 |
| Support Period: 01-Nov-17 to 31-Oct-18<br>- Technical Support<br>     - 24x7<br>     - Help Desk<br>     - 80 Incidents<br>     - Webinar Training<br>- License Assurance | | | | | |
| **monarch™ Support Subtotal:** | | | | US$ | 51,095.00 |
| | | | Total: | US$ | 51,095.00 |

**Open Systems International Inc.**
4101 Arrowhead Drive, Medina MN 55340-9649
Phone: (763) 551-0559  Fax: (763)-404-4007
email: info@osii.com  http://www.osii.com/

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**Customer Address Info:**

**Bill To:**
City of Denton, Texas
215 E McKinney St
Denton TX 76201-4299
USA

**Ship To:**
Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

**Payment Terms:**
**Net 30 Days**

**Milestone Payment Details:**
100% Upon Quote Acceptance

**Special Terms and Conditions:**

1. An invoice for the quoted renewal will be provided if OSI does not receive notice of support cancellation within two weeks prior to the expiration date of the current contract.

## Standard Terms and Conditions

1. Travel costs are not included in this quote. All travel and associated administrative costs will be billed as incurred.
2. All quoted prices are in US Dollars ($), unless otherwise noted.
3. OSI will schedule all work upon receipt of the purchase order subject to OSI's resource availability.
4. Unless otherwise stated, Customer shall pay all applicable shipping.
5. Training, if applicable, will be provided at OSI's facility, unless otherwise agreed.
6. Quoted price does not include applicable taxes.
7. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
8. Unless otherwise stated, Customer will have dedicated personnel available to assist OSI in the work.
9. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
10. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
11. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
12. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
13. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
14. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
15. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
16. Export Controls:
16.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders.
16.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
16.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
16.4. The requirements of 16.2 and 16.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.

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**Date:**
10/10/2017
**Valid Until:**

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**Quote To:**

Denton Municipal Electric
1659 Spencer Rd.
Denton TX 76205
USA

**Attention:**

Michael Aukerman
(940) 349-7899
michael.aukerman@cityofdenton.com

**Quote Description:**

2017 Patch Management Renewal

**OSI Sales Contact:**

Name:   Chris Murphy
Phone:  (763) 404-4121
Email:   chris.murphy@osii.com

| Description | Qty | Unit Cost | Unit | Extended Cost |
|---|---|---|---|---|
| **Base Quote** | | | | |
| **Patch Management** | | | | |
| Patch Management Services - Gold | 1 | 29,000.00 | EA | US$       29,000.00 |
|     Service Period: 15-Dec-17 to 14-Dec-18<br>- NTP<br>- Microsoft Visual Studio C++ Express<br>- Cisco 2950 24port switches<br>- MS SQL Server 2005 (Win 2k8 R2)<br>- Windows 7 64-bit<br>- MS SQL Server 2008 (Windows 2008 R2)<br>- Windows Server 2008 R2<br>- Cisco 3560 V2 Switch<br>- JRE (Windows)<br>- Microsoft Office 2010<br>- Microsoft Visual Studio 2010 Express<br>- MS SQL 2012 (Win 2012)<br>- Microsoft Office 2013 Pro<br>- Windows Server 2012 R2<br>- Cisco 3750x Switch<br>- Notepad++<br>- Putty<br>- NVIDIA Graphics Card Drivers<br>- Cisco 3850 Switch<br>- Visual Studio 2013<br>- Windows 10 64-bit<br>- Windows Server 2016<br>- MS SQL 2016<br>- Visual Studio 2015 | | | | |
| **Patch Management Subtotal:** | | | | US$       29,000.00 |
| **Total:** | | | US$ | 29,000.00 |

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Denton TX 76201-4299

USA

**Ship To:**

Denton Municipal Electric

1659 Spencer Rd.

Denton TX 76205

USA

**Payment Terms:**

**Net 30 Days**

**Milestone Payment Details:**

100% Upon Quote Acceptance

**Special Terms and Conditions:**

1. An invoice for the quoted renewal will be provided if OSI does not receive notice of support cancellation within two weeks prior to the expiration date of the current contract.

2. Quote assumes Patch Management Services includes Discovery, Testing, and Analysis on the following software:
- NTP
- Microsoft Visual Studio C++ Express
- Cisco 2950 24port switches
- MS SQL Server 2005 (Win 2k8 R2)
- Windows 7 64-bit
- MS SQL Server 2008 (Windows 2008 R2)
- Windows Server 2008 R2
- Cisco 3560 V2 Switch
- JRE (Windows)
- Microsoft Office 2010
- Microsoft Visual Studio 2010 Express
- MS SQL 2012 (Win 2012)
- Microsoft Office 2013 Pro
- Windows Server 2012 R2
- Cisco 3750x Switch
- Notepad++
- Putty
- NVIDIA Graphics Card Drivers
- Cisco 3850 Switch
- Visual Studio 2013
- Windows 10 64-bit
- Windows Server 2016
- MS SQL 2016
- Visual Studio 2015

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## Standard Terms and Conditions

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4. Unless otherwise stated, Customer shall pay all applicable shipping.
5. Training, if applicable, will be provided at OSI's facility, unless otherwise agreed.
6. Quoted price does not include applicable taxes.
7. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
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10. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
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16.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders.
16.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
16.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
16.4. The requirements of 16.2 and 16.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

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## Denton Municipal Electric
## Generation Management System Quote
## DME2016-Q06-Rev2

### Base Quote

| No. | Description | Qty | Unit | | Price |
|---|---|---|---|---|---|
| | **Standalone Generation Management System** | | | | |
| 1 | Hardware and 3rd Party Software for monarch | 1 | EA | $ | 14,260 |
| 2 | NERC CIP Related Recommended Hardware and 3rd Party Software for Medium Impact SCADA Systems | 1 | EA | | CFE |
| | Associated Engineering Services | 1 | EA | $ | 24,000 |
| 3 | OSI Platform License<br>See LOD for Details | 1 | EA | $ | 86,000 |
| 4 | OSI System GMS Software Licensing<br>ERCOT Generation Applications including, AGC, OpenMOS, OpenECA, OpenSTLF, OpenTMS | 1 | EA | $ | 165,000 |
| | License Transfer Discount | | | $ | (165,000) |
| 5 | Engineering and Implementation<br>Project Management, Design, Engineering, Testing, Site Installation, Commissioning and Documentation | 1 | EA | $ | 210,920 |
| | Customer Appreciation Discount | | | $ | (21,092) |
| 6 | Custom Onsite Training<br>Up to 5 days for up to 5 people | 1 | EA | $ | 15,000 |
| 7 | monarch™ Support Adder | 1 | EA | $ | 37,650 |
| | **Base Total** | | | $ | **366,738** |

### Option #1: Formal FAT

| | | | | | |
|---|---|---|---|---|---|
| 1 | Engineering and Implementation<br>Factory Acceptance Testing<br>FAT Planning and Preparation, 1 Week of Factory Acceptance Testing at OSI, FAT Cleanup | 1 | EA | $ | 21,000 |
| | **Option #1 Total** | | | $ | **21,000** |

### Option #2: Formal SAT

| | | | | | |
|---|---|---|---|---|---|
| 1 | Engineering and Implementation<br>Site Acceptance Testing<br>SAT Planning and Preparation, 1 Week of Site Acceptance Testing at DME, SAT Cleanup | 1 | EA | $ | 27,200 |
| | **Option #2 Total** | | | $ | **27,200** |