



## Software Licensing

**GUARDIAN**  
EXCELLENCE IN ENTERPRISE RESOURCE PLANNING

Office:  
109 S. Concord Road  
Oconomowoc, WI 53066  
262.567.0341

## I. GUARDIAN ENGAGEMENT

### A. Software and Database Licensing

**Includes:**

- Guardian Enterprise Version 8 with Financials \$95,000
  - 7 Additional Concurrent Supervisory Licenses \$14,000
  - 40 Concurrent Data Collection Licenses \$40,000
- =====
- Total Software Licensing Costs \$149,000
  - PSQL v12 Database Licensing \$10,190  
60 Concurrent Users
- =====

**Total Software and Database Licensing \$159,190**

**B. Annual Software Support Costs \$22,350**

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**Total Licensing and Support \$181,540**



**C. Implementation Services**

**Includes 168 hours for:**

- **Software Installation and Configuration**
- **Data Conversion and Database Development**
- **Super User Training**
- **Phase One, Two and Three Training**

**Implementation Cost** **\$21,000**

**Note: Travel Costs Not Included**

## Implementation Services Definitions

- **Software Installation and Configuration**
  - Guardian provides step-by-step software user installation instructions. A Guardian technician is available to help guide you through the installation process and address any questions you may have.
  
- **Data Conversion and Database Development**
  - Guardian Software Systems, Inc. believes that this is one of the most important steps in the implementation process. Guardian has a detailed and thorough process for migrating your mission critical data. We take a rigorous approach of helping you understand, identify, and migrate ALL the required data elements into the Guardian database (PSQL). Guardian has over 100 years combined of foundry data development experience. We have a team of experts available to guide this process. The Guardian Project Management will recommend and design data migration process that meets your needs. In addition, we can create test system to run in parallel for an agreed period of time before going live.
  
- **On-Site Super User, Phase One, Two and Three Training**
  - Customized training will be required based on implementation plan.



**“Schedule C”**

**Payment Terms:**

**Total Software and Database Licensing \$159,190**

- 30% down (\$47,757) with signed contract – net 10 days
- 30 % due 3 months after signed contract (\$47,757)
- 30 % due 6 months after signed contract (\$47,757)
- 10 % due at time of “go live” (\$15,919)

**Annual Software Support \$22,350**

- Due “go-live” date

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**Total Licensing and Support \$181,540**

**Implementation Hours of 168 hours @ \$125.00**

- Billed monthly as they are incurred

# GUARDIAN SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT by and between GUARDIAN SOFTWARE SYSTEMS, INC. a Wisconsin corporation ("Guardian") and End User AW BELL PTY LTD ("Licensee") for and in consideration of the mutual covenants and promises hereinafter set forth, Guardian and Licensee hereby agree as follows:

1. **SCHEDULES**

Guardian will furnish to Licensee, and Licensee agrees to accept and pay for the Products and Services itemized on Schedule 'C' which, is an integral part of this Agreement.

2. **LICENSE**

Guardian hereby grants to Licensee, and Licensee agrees to accept, a non-exclusive and non-transferable license (the "license") to use, and to receive support for, the Guardian System, (collectively referred to as the "System").

3. **INSTALLATION**

Guardian shall make available to Licensee, the following:

- a. Technical assistance to Licensee for the purposes of installing the System on the designated hardware/operating system.
- b. Technical assistance to Licensee in the training of Licensee's personnel for the purposes of installing the System.
- c. All installation services, subsequent to items listed in Schedule 'C', shall be performed at Guardian's hourly rates then in effect.

4. **LICENSE FEE AND PAYMENT**

The charge for Products, License Fees and Installation Services for System shall be as listed and described in Schedule 'C'.

5. **TAXES**

Any sales, use, excise taxes or duties applicable to this License Agreement and/or the System furnished hereunder, shall be paid by the Licensee. Licensee shall pay such taxes and/or duties for which it is responsible under this Paragraph, directly to the appropriate taxing authorities.

6. **USE**

Licensee shall have a non-exclusive right to the System only to process its own data and the data of its affiliates or subsidiaries. Licensee shall not use the System in any other manner without the prior written consent of Guardian. Licensee, or any of its affiliates or subsidiaries, shall not process the data of any other party using the System. Licensee shall use the System at AW Bell PTY LTD located in Victoria, Australia.

7. **TRANSFER**

After giving advance written notice to Guardian and upon written approval from Guardian, Licensee may transfer the use of the System to another of Licensee's facilities without the payment of an additional license fee. The signing of new SUPPORT AND UPDATE AGREEMENT is required and must be signed by the new Licensee's facility.

8. **ADDITIONAL USE**

Each additional distinct database shall constitute a separate license fee and such use or uses shall be only to process Licensee's own data or the data of its affiliates or subsidiaries only to process Licensee's own data or the data of its affiliates or subsidiaries. The license fee for each additional use shall be billed at the then current license fee for the use of the System and shall be payable in advance.

9. **PROPRIETARY RIGHTS**

Guardian warrants that the System and System documentation have tangible value, that it owns the entire right, title and interest in the System and has the right to grant the License issued hereunder. Licensee acknowledges Guardian's claim that the System and System documentation are proprietary to Guardian and agrees not to sell, license, sub-license, transfer, distribute, publish or otherwise dispose of the System or System documentation or any of the rights relating to the System, in whole or in part, without the prior written consent of Guardian.

10. **LIMITED WARRANTY**

The following warranties shall be effective for 1 year from the date of original delivery to Licensee. Guardian warrants that the System, unless modified, will substantially perform the functions described in the documentation provided by Guardian when operated on the designated hardware and operating system. Guardian does not warrant that the System will meet Licensee's requirements or that operation of the System will be uninterrupted or error-free. If Licensee reports a defect in the System within the warranty period, Guardian shall, at its option, correct such defect or provide Licensee a reasonable procedure to circumvent the defect.

IN NO EVENT, WILL GUARDIAN BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES EVEN IF GUARDIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GUARDIAN'S WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Guardian's liability for damages, excluding any liability for patent or copyright infringement, shall not exceed the license fee by Licensee for the particular Guardian Software System involved. Guardian shall not be liable for any claim or demand against Licensee by any third party except to the extent provided in paragraph 11 of this Agreement and Licensee shall indemnify and hold Guardian harmless against any such claim. Licensee's remedies under this Agreement are limited to those set forth in this Paragraph.

11. **EQUIPMENT MAINTENANCE AND THIRD PARTY SOFTWARE SUPPORT SERVICES**

In no event will any equipment and/or third party software purchased from Guardian be warranted, maintained or supported by Guardian unless expressly agreed to by Guardian Software Systems in license agreement. Any such equipment and/or third party software will be warranted, maintained and supported exclusively by the manufacturer or by any third party as selected by licensee.

12. **PROTECTION AND SECURITY**

Without Guardian's prior written consent, Licensee shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, the System, System documentation or any related material, to persons other than Licensee's employees in the scope of their employment. Licensee shall take all appropriate action, whether by instruction, agreement or otherwise and whether with its employees or others to ensure the protection, confidentiality and security of, and to satisfy its obligations under, this Agreement with respect of the use confidentiality and copying of the System, System documentation and all materials related thereto.

**13. COPIES**

Subject to the provisions of this Agreement, Licensee shall have the right, upon giving prior written notice to Guardian, to make such additional copies of the System documentation and related material for its own internal use as it deems necessary for such use.

**14. PATENT, COPYRIGHT AND TRADE SECRET RIGHTS PROTECTION**

Guardian will defend, at its expense, any action brought against Licensee so far as based on a claim that the System, as used within the scope of this Agreement, constitutes a violation of third party rights and Guardian will pay any costs and damages finally awarded against Licensee which are attributable to such action, but such defense and indemnifications are conditioned on the following:

- a. That Guardian shall be notified promptly in writing by licensee of any action and that Licensee shall assist in the defense as may be reasonably required by Guardian,
- b. That Guardian shall have sole control of the defense of any action and all negotiations for its settlement or compromise, and
- c. Should the System or System documentation (or any portion thereof) become, or in Guardian's opinion, be likely to become, the subject of a claim of infringement, that Guardian may at its option procure the right to continue using the System, replace all or part of the System and System documentation or modify the System or System documentation so it becomes non-infringing without materially altering its capacity or performance. This will not result in any additional costs, either internal or external, to Licensee. In the event Guardian is not reasonably able to modify or otherwise procure for Licensee the right to continue using the System or provide a satisfactory substitute, Guardian will refund to Licensee the License fee paid by Licensee under Section 3 hereof and accept the return of the System and System documentation. The foregoing states the entire liability of Guardian with respect to suits or proceedings instituted against Licensee and related to the System or System documentation.

**15. ASSIGNMENT**

The Licensee hereunder, shall not assign this Agreement, or any of the rights or privileges without the prior written consent of Guardian.

**16. LAW GOVERNING**

This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin.

**17. SEVERABILITY**

If any provision of this agreement, or portion thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

**18. WAIVER**

The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.

**19. ENTIRE AGREEMENT**

This instrument embodies the entire agreement between Guardian and Licensee and supersedes all prior licensing agreements and understandings between Guardian and Licensee pertaining to the System (except that Guardian shall continue to have the benefit of all prior provisions of prior agreements protecting the confidentiality of, and the proprietary rights of Guardian in, the System).





Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

# SUPPORT AND UPDATE AGREEMENT

## GUARDIAN SOFTWARE SYSTEMS, INC.

Guardian Software Systems, Inc. and Delta Centrifugal agree to the following terms and conditions:

1. Guardian Software Systems, Inc. will provide software support services to customer during the hours of 8:00am to 5:00pm Central Time Monday through Friday excluding Guardian recognized national holidays. Software support provided by Guardian Software Systems, Inc. will be for assistance related to the use of Guardian Software. Examples of which pertain to the utilization of the software, "bug" fixes as determined by Guardian Software Systems, Inc., application releases/patches, and any Guardian database related issue as determined by Guardian Software Systems, Inc. Services not covered by support will be billed in accordance with Guardian's then current Invoicing and Travel Policies. Examples of items not covered under the Software Support Agreement that would incur charges include, but are not limited to the following: consulting services, project management, Guardian Software usage planning, process development, system customization and integration, performance tuning, custom programming, report generation, IT, network and infrastructure related issues and consulting, and additional training not included in original contract.
2. To be eligible to receive support, the customer must be running either the most current software release. Customers on any release preceding the most current are not subject to the customer support and update service levels.
3. Customer and Guardian Software Systems, Inc. agree to designate a client point of contact(s) to coordinate and be responsible for software patches and release installs.
4. Guardian Software Systems, Inc. will provide Maintenance Releases and Software Updates to customer for the "Standard" Guardian Software System. This does not include releases and updates for customer specific modifications (i.e. custom modules or custom code modifications).
5. Maintenance Releases and Software Updates are licensed to the customer only for use at the designated site, under the terms and conditions of the original License Agreement with Guardian.
6. Annual software support and maintenance (i.e. updates) is 15% of the published or non-discounted software licensing costs. The annual support fee is subject to an increase at the expiration or renewal date of the support and update agreement.
7. Annual support renewal will occur automatically unless the customer gives a 90 day written notice of cancellation prior to the renewal or expiration date. Upon cancellation, customer (AW Bell PTY LTD) will be responsible for 50% of the remaining balance per the terms of the agreement.
8. Guardian Software Systems, Inc. has no written or implied 3<sup>rd</sup> party hardware or software agreement.



- 9. Guardian Software Systems, Inc. can provide additional hardware and software support to meet various IT requirements that do not fall within the Guardian Software Support Agreement, on a per-incident basis, billable at the rate referenced in Guardian’s Invoicing Policy. Many incidents can be handled via phone or email or remote access. In the event that an on-site visit is required, additional charges will be incurred which are detailed in Guardian Software Systems, Inc.’s travel policy. Examples of such support include but are not limited to the sale, installation, and maintenance of PCs, Servers, Thin Clients, Mobile (Hand Held) Computers, Networking Devices (switches, firewalls, etc.), Wireless Technology, Printers, Mail/Web/FTP servers, Storage Devices, Backup Solutions, Network Design and Implementation.
- 10. Guardian Software Systems, Inc. resells various brands of 3<sup>rd</sup> party hardware and software; however, we are not an authorized warranty repair center for any of the 3<sup>rd</sup> party vendors. Therefore, any troubleshooting or repair of equipment still under warranty completed by Guardian Software Systems, Inc. is not covered under the manufacturer’s warranty and is a billable service.
- 11. The Guardian software support and update agreement will commence on the “go-live” or subsequent date set forth by or agreed upon by both parties and will expire three years from that date. Software support and update payment terms are due annually (Net 15 days) beginning on the commencement or “go-live” date of the software.
- 12. Customer acknowledges it has read and understands this agreement and is not entering into this agreement on the basis of any representation not expressly set forth in it. This policy supersedes all other policies or agreements. Policy is subject to change without notice.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

# INVOICING POLICY

## SERVICES/EXPENSES

1. Agreement is between Guardian Software Systems, located in Oconomowoc, WI and the company indicated in the Guardian Software License Agreement.
2. Guardian Software Systems, Inc. invoices for service and expenses monthly, on the 1<sup>th</sup> of the month. Invoices dated the 1<sup>st</sup> include charges from the 1<sup>st</sup> through the last day of the previous month.
3. Invoices for services and expenses are due and payable per the terms shown on the invoice.
4. Expense will include Travel Time, Airfare, Hotel, Per Diem, Car Rental, Freight, Parking and Tolls.
5. Charges for services are \$150 per hour or on a contracted basis.
6. Charges for services rendered outside of regular support hours are \$250 per hour.
7. Charges for IT consulting services are \$200 per hour or on a contracted basis.
8. Charges for business consulting services are \$250 per hour or on a contracted basis.
9. All charges will be based on a minimum of 30 minute increments.
10. Guardian reserves the right to assign all personnel of its choosing to a client's site. Client has the right to request a replacement.

## HARDWARE/SOFTWARE

1. Guardian Software Systems, Inc. invoices hardware and software upon shipment of merchandise.
2. Invoices for hardware and software are due and payable upon receipt.
3. All hardware and/or 3<sup>rd</sup> party software orders placed by Guardian Software Systems, Inc. on behalf of customer requires a signed purchase order from customer
4. All hardware and/or 3<sup>rd</sup> party software orders exceeding \$5,000 require a 50% down payment with the signed purchase order prior to Guardian Software Systems, Inc. placing the order.

This policy is effective February 15th, 2017 and supersedes all other policies or agreement. Policy is subject to change without notice.



## TRAVEL AND PER DIEM POLICY

1. Guardian Software Systems, Inc. assumes all travel time and per diem costs within the first 30 miles and/or 30 minutes of Guardian's Oconomowoc, WI office.
2. Current charges for travel time will be at a rate that is equal to one half the current standard support rate.
3. Current per diem charges will be charged per the then current Federal Per Diem rate.
4. Expenses for commercial transportation (airfare, train fare, car rental, etc.) and lodging expenses will be reimbursed to Guardian at cost.

This policy is effective February 15, 2017, and supersedes all other policies or agreements. Policy is subject to change without notice.