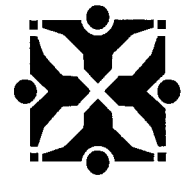


# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** B 150-15

**Department Source:** Water & Light

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 6/1/2015

**Re:** Software Support Services Agreement with Open Systems International

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Agreement

**Supporting documentation includes:** None

## Executive Summary

Staff has prepared for Council consideration an ordinance authorizing the City Manager to execute a Software Support Services Agreement with Open Systems International for Columbia Water & Light's new Energy Management System. This software support agreement is required to provide support for city staff to maintain the reliability of the software.

## Discussion

Water and Light issued a request for proposals (RFP 139-2014) to replace its Automatic Generation Control and Supervisory Control and Data Acquisition systems. Resulting from this process a contract was awarded to Open Systems International based on their proposal. The software was purchased according to the RFP process and the Implementation Service Contract was authorized by the Purchasing Agent. This Software Support Services Agreement is required by Open Systems International to provide support to city staff to maintain the software. Services included in the agreement are: security updates, software upgrades, phone support, and other services. The security updates are required in order to comply with North Electric Reliability Councils' Critical Infrastructure Protection regulations.

## Fiscal Impact

Short-Term Impact: \$101,934.00.

Long-Term Impact: \$101,934.00 plus up to 3% year-to-year recurring.

Funding for these costs will be appropriated within the annual Operating and Maintenance budget.

## Vision, Strategic & Comprehensive Plan Impact

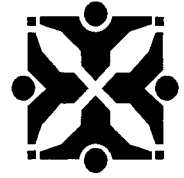
Vision Impact: Not Applicable

Strategic Plan Impact: Infrastructure

Comprehensive Plan Impact: Infrastructure

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Suggested Council Action

Authorize City Manager to sign the Software Support Services Agreement between City and Open Systems International as part of the Energy Management System implementation.

## Legislative History

None.

  
\_\_\_\_\_  
Department Approved  
\_\_\_\_\_  
City Manager Approved

Introduced by \_\_\_\_\_

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Council Bill No. B 150-15

**AN ORDINANCE**

authorizing a software support services agreement with Open Systems International, Inc. as part of the Energy Management System implementation; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a software support services agreement with Open Systems International, Inc. as part of the Energy Management System implementation. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor



## SOFTWARE SUPPORT SERVICES AGREEMENT

This Software Support Services Agreement ("Support Agreement") is made this 13<sup>th</sup> day of May, 2015, (the "Effective Date") between Open Systems International, Inc. ("OSI"), with offices at 4101 Arrowhead Drive, Medina, Minnesota USA 55340-9457 and City of Columbia, Missouri, with offices at 701 East Broadway, Columbia, Missouri 65201 ("Customer"). Customer and OSI are each individually referred to herein as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, the Parties agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Software Support Services Agreement, and a Software Implementation Services Agreement.

WHEREAS, OSI shall provide the software, hardware, engineering services and/or other components licensed and/or purchased (the "System") to Customer under the Agreement identified in Exhibit A (the "Agreement"); and

WHEREAS, OSI and Customer mutually desire that OSI provide Software Support Services for the Licensed OSI Software as defined herein.

NOW THEREFORE, in consideration of the mutual covenants set out in this Support Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

#### 1. Definitions.

Except as otherwise specified below, this Software Support Services Agreement ("Support Agreement") and its terms and definitions shall be interpreted consistently with the Agreement under which the Licensed OSI Software was provided, the Software License Agreement which governs its use and operation and any other written agreements between the Parties. In addition, the following definitions shall apply to this Support Agreement:

1.1 "Support Agreement" is this Software Support Services Agreement, including Exhibit A, and any other schedules, exhibits and attachments which are specifically incorporated by reference.

1.2 "Operational" is the condition existing when the Licensed OSI Software is substantially functional in accordance with the applicable warranties and specifications and usable for its purposes in Customer's daily operations and when all of the data has been loaded into the System and is available for use by Customer.

1.3 "Support Fees" or "Charges" are those fees and charges described in Section 4, below and enumerated in Exhibit A.

1.4 "Support Services" are those services provided by OSI under this Support Agreement as specified in Section 2, below.

1.5 "Support Term" or "Term" is the period of time for this Support Agreement, as described in Section 3.1, below and identified in Exhibit A.

1.6 "Deficiency" or "Deficiencies" is any malfunction, error, problem, bug, or defect, or any combination thereof, in the OSI Software or any failure of the OSI Software to perform in

accordance with the applicable specifications or causes the OSI Software to fail to be Operational.

1.7 "Licensed OSI Software" or "OSI Software" is the OSI-developed machine-readable "object code" or "executable code" along with documentation (electronic or hardcopy), and media (tape, CD ROM, DVD, or diskette) licensed by Customer for use. (Excludes third-party software, if any.)

1.8 "Confidential Information" shall mean any information identified by the Parties as confidential or required by law to be kept confidential. "Confidential Information" shall not include any record that is considered an open public record pursuant to the Missouri Sunshine Law.

## **2. Support Services**

### **2.1 Basic Maintenance Obligations.**

As more specifically identified on the attached Exhibit A, OSI and Customer agree that OSI shall provide Software Support Services for the OSI-developed and licensed OSI Software in support of Customer's operation for the Support Term specified. OSI shall provide all of the Software Support Services described in this Support Agreement, including but not limited to, using its best efforts to maintain the Licensed OSI Software to perform without Deficiency, in accordance with the applicable specifications during the Support Term and promptly repairing or replacing, in OSI's sole discretion and without any additional charge to Customer, the Licensed OSI Software or any portion thereof that has Deficiencies during the Support Term. OSI shall make itself available to provide the Software Support Services required by the Support Program purchased by Customer, as described in the attached Exhibit A.

OSI will also coordinate with Customer on all tasks related to correcting problems and Deficiencies.

At any time during the initial term or any renewal term, Customer may opt to change the support program. Should Customer opt to increase the level of support to a higher level program, Customer shall pay the additional fees, which shall be prorated for the portion of the remaining term. Should Customer opt to decrease the level of support to a lower level program, OSI shall grant Customer a credit on Customer's account equal to a prorated amount of cost savings.

Notwithstanding the previous paragraph, any Premium support plans which includes Software Updates, can not be downgraded immediately after receipt of the Software Upgrade and that Premium support program must be in effect for the entire year and no credits will be due to the Customer. Customer may elect to downgrade its Support program on the anniversary of the Support renewal.

### **2.2 Inquiry Assistance.**

During the service hours provided by the Support Program purchased by Customer, as described in the attached Exhibit A, OSI shall provide immediate on-call support for critical incidences and emergencies. Note: OSI's monarch™ Diamond, Platinum and Gold Programs provide service hours on a 24 hours a day, 7 days a week basis.

In addition, OSI shall provide prompt responses to help desk inquiries for non-critical issues during OSI's standard business hours (Monday to Friday, 8:00 AM to 5:00 PM, Central Time, excluding Holidays).

During these specified service hours, OSI shall, within 30 minutes for an emergency and two hours of any other Customer inquiry, respond to the inquiry with the following, as applicable:

2.2.1 Responses to questions relating to the deliverables, including without limitation isolating problems to the OSI Software;

2.2.2 The provisioning, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency;

2.2.3 Corrections and repairs of Deficiencies with the deliverables, to the extent technically feasible; and

2.2.4 Clarification of any ambiguous documentation.

### 2.3 Additional Assistance.

From time to time Customer may ask OSI to perform miscellaneous consulting and engineering services on a time and materials basis. Customer shall authorize in writing any such miscellaneous work in advance. Such consulting and engineering services may include updates, maintenance and support of Customer software applications, hardware support, miscellaneous technical services and travel expenses to support the OSI system. These services will be billed monthly or upon completion of each task. On a monthly basis, OSI shall send a written report identifying the time and materials charges that occurred during the past month. Customer will pay the undisputed invoices in accordance with the hourly rates and terms agreed upon and as stated in Exhibit A.

All travel expenses to customer site shall be billed at actual cost. All travel shall be economy class, unless otherwise authorized by Customer.

### 2.4 Incident Report.

OSI shall furnish Customer with an Incident Report upon completion of each site visit by OSI or each time OSI attends to a Deficiency remotely or by other methods. The Report shall include the following:

- Date and time notified;
- Date and time of arrival or inquiry response;
- Time spent for resolution of Deficiencies;
- Description of Deficiency; and
- Description of Deficiency resolution.

### 2.5 Updates.

2.5.1 Provided the Support Program purchased by Customer includes update privileges, OSI shall provide Customer with all updates and associated documentation that are provided as general releases to the Licensed OSI Software. OSI agrees that each such general OSI Software release shall be compatible with the then current release of the OSI Software. OSI also certifies that each such enhancement has been tested and performs according to the applicable specifications. OSI shall correct corrupted data that may result from any OSI Software Deficiency introduced by any OSI-installed update.

2.5.2 In addition, should Customer request OSI to install any OSI Software updates, OSI shall install the updates in a commercially reasonable time and form at an additional charge mutually agreed upon between the Parties in writing prior to installation. Patches or workarounds to correct any Deficiency shall be provided to Customer at no additional license cost.

## 2.6 Incidence Status Reports.

OSI shall provide to Customer, upon request, a list and status of all incidences reported to OSI along with a schedule for resolution thereof. Major known Deficiencies, problems, security vulnerabilities, errors and bugs causing crashes or corruption of the data, in the same release of Licensed OSI Software as used by Customer shall be reported by OSI to Customer as soon as practical, within forty-eight (48) hours of becoming known to OSI.

## 2.7 Personnel and Services.

OSI shall maintain adequate, qualified staff to provide the Support Services. OSI shall perform all Support Services required pursuant to this Support Agreement in a high-quality, professional manner. OSI shall give high priority to the performance of Support Services under this Support Agreement. OSI employees dispatched to Customer site shall conform to Customer's workplace rules of conduct and regulations. With regard to OSI's employees, subcontractors and agents, OSI shall be responsible for compliance with NERC-CIP standards and other legal requirements related to personnel risk assessments and access revocation as set forth in the Statement of Work adopted by the Parties and included in the Exhibit Packet incorporated by reference into the Agreement.

## 2.8 Compatibility.

If the OSI Software, in whole or in part, is replaced or upgraded by OSI with replacement or upgraded OSI Software components provided by OSI to correct Deficiencies or as an enhancement, OSI shall assure that the OSI Software, as upgraded, shall be compatible and operate with all currently existing OSI Software and any existing third-party software, without loss of any functionality, as described in the applicable specifications. If Customer decides to upgrade any of its third-party software which is used with the OSI Software with new versions or releases, at Customer's request and expense, OSI shall install, maintain and update the OSI Software licensed under the License Agreement to operate in accordance with the applicable specifications.

Customer shall pay OSI for Work required by OSI to make the OSI Software compatible with the new releases or versions of such third-party software.

## 2.9 No Viruses or Malicious Code.

OSI represents and warrants that any OSI Software provided by OSI to Customer under this Support Agreement shall contain no viruses, malicious code or other software mechanisms, techniques or devices designed to disrupt, disable or stop its System or processing of data or other performance in accordance with the applicable specifications.

## 2.10 Compliance with Laws.

OSI warrants that the services rendered under this Support Agreement shall comply with all applicable federal, provincial, state and local laws, regulations, codes and ordinances. OSI further warrants that the services rendered under this Support Agreement shall comply with the NERC-CIP Standards that are in effect as of the date of service.

### 2.11 Ongoing Support and Maintenance.

Provided Customer maintains a continuous Support Agreement with OSI and complies with the terms and conditions herein, including payment for ongoing support services, OSI shall provide maintenance and support services of the OSI Software for a period of at least ten (10) years from Final Acceptance of the Software.

### 2.12 Successor Software.

As long as Customer maintains a continuous Support Agreement with OSI for the OSI Software of Monarch Gold Level or above support and (i) in the event an OSI Software is no longer supported, and (ii) OSI makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the OSI Software within seven (7) years from Final Acceptance, then Customer, at its sole discretion, may transfer the OSI Software to the Successor Products, for no additional license fees. In the event Customer elects to transfer the OSI Software to the Successor Products, Customer shall return to OSI the OSI Software and pay the then-current support fees for the Successor Products, fees for services, and fees for third party hardware and software associated with the transfer to the Successor Products at OSI's then current rate(s). There shall be no additional fees for the purchase of the licenses to the Successor Products.

### 2.13 Confidentiality.

Each Party agrees that should information which is proprietary or confidential (hereinafter "Confidential Information"), as designated and marked by the Party providing the information (the "Disclosing Party"), be shared with the other Party (the "Receiving Party"), the Receiving Party shall not disclose this Confidential Information to anyone or use this Confidential Information for any purpose independent of the efforts and purposes intended under any applicable Agreement, Service Agreements, Work Orders, Authorizations or Software License Agreement between the Parties. The Receiving Party shall not use any Confidential Information to the detriment of the Disclosing Party and shall use efforts to protect the confidentiality of any such Confidential Information commensurate with those which it employs to protect its own Confidential Information and as required by law and NERC-CIP Standards. The Receiving Party will either ensure that it enters into agreements with its employees, consultants, agents, shareholders and any other who have or may obtain access to the Confidential Information or in the case of Customer, adopt and enforce city policies or administrative rules, to maintain such Confidential Information in confidence.

In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process or public records request demanding production of Confidential Information previously provided by the Disclosing Party, the Receiving Party shall promptly notify the Disclosing Party of this fact to allow the Disclosing Party to seek to protect its Confidential Information and tender the defense of or opposition to this subpoena or demand to the Disclosing Party. If the subpoena or demand is not timely limited, quashed or extended, the Receiving Party shall thereafter be entitled to comply with such subpoena or demand to the extent required by law. If requested by the Disclosing Party after the tender of defense or opposition is accepted, the Receiving Party shall cooperate in the defense or opposition at the expense of the Disclosing Party.

## 3. Term and Termination.

### 3.1 Term.

The Term of this Support Agreement shall be as specified in the attached Exhibit A and shall commence upon the completion of the warranty period specified under the Agreement.



Thereafter this Support Agreement shall automatically renew for successive Terms of one (1) year unless terminated pursuant to Section 3.2 of this Support Agreement.

### 3.2 Termination.

3.2.1 Customer may terminate this Support Agreement at any time upon providing ninety ( 90) days prior written notice to OSI. Termination shall be effective ninety (90) days after OSI receives the written notice.

3.2.2 Either Party may terminate this Support Agreement at any time if the other Party is in default of its material obligations under this Support Agreement and such default remains unremedied for a period of thirty (30) days from the date the defaulting party receives notice of the default from the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the Parties are entitled. Events of default shall include, but not be limited to, either Party's failure to perform any material covenant or condition stated in this Support Agreement or ceasing operations.

3.2.3 Termination of the Support Agreement shall not result in termination of the License Agreement.

### 3.3 Recommencing Support.

Customer may recommence discontinued support by paying the lesser of either 1) cumulative maintenance fees Customer would have paid had maintenance not been discontinued plus a 25% premium; or 2) the then current license fees charged to new OSI customers. Also, Customer may also have to pay for services to upgrade the older revision of its Software to the latest supported version before Support can resume. Furthermore, any downgraded Support plans which removes software update service, and subsequent re-instatement to a Premium plan must be costed to include either a re-licensing fee or a payment of elapsed Premium Support plan fees plus a 25% premium.

## 4. **Fees, Taxes and Invoices.**

### 4.1 Payment of Fees.

Support Fees for Support Services for the OSI Software licensed under the Agreement shall be as stated in the attached Exhibit A, payable at the commencement of Support Services under this Support Agreement. If any additional OSI Software is subsequently licensed from OSI during the Support Term, Support Fees will be increased accordingly.

### 4.2 Fee Increases.

OSI may increase its Support Fees at the end of the Support Term and upon any renewal, upon 90 days prior notice to Customer. Support Fees shall not be increased by more than three (3) percent per year or an increase equal to the CPI-U index whichever is higher, unless the scope of the services or the size or scope of the System has been increased or additional OSI Software is subsequently licensed from OSI. Generally, Support Fees are directly proportional to License fees and change accordingly with any changes in the License scope. OSI may increase the Support Fees annually, but in no event shall the increase exceed the prevailing rate for OSI's other customers that are similarly situated.

### 4.3 Invoices.

Customer shall pay all undisputed fees, authorized expenses and other costs pursuant to this Support Agreement within thirty (30) days of Customer's receipt of any invoice from OSI. Invoices shall be mailed or provided to Customer at the address appearing on page 1 of this Support Agreement unless Customer advises OSI of an updated billing address. OSI

reserves the right to discontinue its Support until any and all delinquent payments are made in full.

#### 4.4 Taxes

Customer is tax-exempt as of the Effective Date of this Support Agreement. Customer's tax-exempt certificate is attached as Exhibit B. If OSI is required to collect and pay any of these amounts directly, OSI shall invoice such paid amounts to Customer for reimbursement by Customer. OSI shall pay all taxes based on OSI's income or gross revenues, or personal property taxes levied or assessed on OSI's real or personal property.

### 5. Title to OSI Software.

5.1 All matters regarding OSI's title to the OSI Software or Customer's rights to use same shall be governed by the Software License Agreement between the Parties.

The Software License Agreement executed by both Parties shall be also applicable to all enhancements or OSI Software work performed as part of this Support Agreement.

### 6. Limitation of Liability.

6.1 For Support Services provided to Customer, OSI shall not be liable, whether in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or cost of a similar type, or for claims by Customer. OSI's maximum liability under this Agreement shall be the total amount of monies received from Customer for Support Services during the current Term.

### 7. Applicable Law.

This Support Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Support Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

### 8. No Waiver of Immunities.

In no event shall the language of this Support Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

### 9. General Laws.

OSI shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

### 10. Compliance with NERC-CIP Standards.

OSI, its agents, employees, and subcontractors shall comply with NERC-CIP standards version 5, or as later amended, related to the protection of information and personnel compliance.

**11. No Third-Party Beneficiary.**

No provision of this Support Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Support Agreement.

**12. HOLD HARMLESS AGREEMENT.**

To the fullest extent not prohibited by law, OSI shall indemnify and hold harmless the Customer, its directors, officers, agents, and employees from and against all third party claims for damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any direct act or failure to act, negligence or otherwise, of OSI, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with OSI or a subcontractor for part of the services), of anyone directly or indirectly employed by OSI or by any subcontractor, or of anyone for whose acts OSI or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require OSI to indemnify, hold harmless, or defend Customer from its own negligence.

**13. Employment of Unauthorized Aliens.**

OSI agrees to comply with Missouri State Statute Section 285.530 in that OSI shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract OSI shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. OSI shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. OSI shall require each subcontractor to affirmatively state in its contract with OSI that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. OSI shall also require each subcontractor to provide OSI with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

**14. Data Ownership and Security.**

OSI and its software shall comply with the requirements of this Section. OSI shall require its subcontractor or third party software providers to at all times comply with the requirements of this section. OSI covenants that any data from the Customer or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such City Data and any information derived therefrom shall be confidential and proprietary information belonging to the Customer. OSI covenants that OSI, its subsidiaries or subcontractors shall not sell or give away any such City Data or information derived therefrom. OSI shall maintain the security of City Data that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

**15. Binding Subcontractors and Subsidiaries to Data Security Standards.**

OSI shall include similar Data Security Standards in OSI's agreements with subcontractors, subsidiaries, and agents who perform work or services related to these Software Products and services and /or the City's Data contained therein or in the cloud storage.

**16. Nature of Customer's Obligations.**

All obligations of the Customer under this Support Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

**17. Insurance.**

OSI shall maintain, on a primary basis and at its sole expense, at all times during the life of the Support Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as Customer's review or acceptance of insurance maintained by OSI is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by OSI under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

a. Workers' Compensation & Employers Liability. OSI shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of Minnesota state coverage. Missouri's Employers Liability has the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

b. Commercial General Liability. OSI shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. Business Auto Liability. OSI shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event OSI does not own automobiles, OSI agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. OSI may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. OSI agrees to endorse Customer as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

e. The Customer, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between OSI and Customer. OSI is required to maintain coverages as stated and required to notify Customer of a Carrier Change or cancellation within two (2) business days. Customer reserves the right to request a copy of the policy.

f. The Parties hereto understand and agree that Customer is relying on, and does not waive or intend to waive by any provision of this Support Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the Customer, or its elected officials or employees.

g. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event OSI fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, Customer shall have the right to cancel and terminate the Agreement without notice.

h. The insurance required by the provisions of this article is required in the public interest and Customer does not assume any liability for acts of the OSI and/or their employees and/or their subcontractors in the performance of this Support Agreement.

**18. Contract Documents.**

The Contract Documents include this Software Support Agreement and the following agreements, attachments or exhibits which are incorporated herein by reference.

Document Description

Software Implementation Services Agreement

Software License Agreement

Finalized System Requirements (included in Exhibit Packet)

Schedule A Statement of Work (included in Exhibit Packet)

Schedule B Project Schedule (included in Exhibit Packet)

Exhibit Packet agreed to and approved by Customer on May 12, 2015, and agreed to and approved by OSI on May 11, 2015.

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor  
Date: \_\_\_\_\_

Open Systems International, Inc.

By: \_\_\_\_\_

Name: Bahman Hoveida

Title: President & CEO

Date: May 13, 2015

ATTEST:

By: \_\_\_\_\_

Name: Nicole M. Schrott

Title: Senior Manager, Contract Development

Date: May 13, 2015



## EXHIBIT A

### 1. Contract

The Software Support Services Agreement shall govern OSI's provision of the Support Services for OSI-developed (**monarch™**) Software licensed to Customer pursuant to the following Agreement:

Agreement Name: Software License Agreement between the City of Columbia and Open Systems International, Inc.

Contract Date: May 13, 2015

### 2. Term

Support Services shall be provided for the following Initial Term: one (1) year commencing on the date the warranty expires.

### 3. Support Fees

The Support Fees for Services provided during the Initial Term for the Licensed OSI Software shall be: one hundred one thousand nine hundred thirty four and zero cents (\$101,934.00).

### 4. Support Program

Customer has selected, and OSI has agreed to provide, the Software Support Services required by the following Support Program (check one):

- ☐ **monarch Diamond Support Program**  
Includes unlimited support service on a 24 hour a day, 7 days a week basis and standard help desk service, as well as access to OSI's web-based training program and certain update privileges including engineering services as described in the attached **monarch™ Software Support Plan Overview**.
- ☐ **monarch Platinum Support Program**  
Includes unlimited support service on a 24 hour a day, 7 days a week basis and standard help desk service, as well as access to OSI's web-based training program and certain update privileges as described in the attached **monarch™ Software Support Plan Overview**.
- ☒ **monarch Gold Support Program**  
Includes support service for up to eighty (80) incidents per year on a 24 hours a day, 7 days a week basis and standard help desk service, as well as access to OSI's web-based training program and certain update privileges as described in the attached **monarch™ Software Support Plan Overview**.
- ☐ **monarch Silver Support Program**  
Includes support service for up to eighty (80) incidents per year during and standard help desk service during OSI's standard business-hours, Monday to Friday, 8:00 AM to 5:00 PM, Central Time, excluding Holidays.

**Note:** Additional Support Programs are available. Please see the attached **monarch™ Software Support Plan Overview** for complete details.

### 5. Additional Services Rates

OSI's hourly rates for Additional Services shall be as follows:

<u>Additional Service</u>	<u>2016 Period (Hourly Rate)</u>	<u>2017 Period (Hourly Rate)</u>
Engineering Services	\$200USD	\$215USD
Development Services	\$175USD	\$195USD
On-site Services	\$225USD	\$235USD

**6. Further Assistance:**

Support Fees or Service Charges for additional years or services not listed above may be obtained by contacting OSI's Customer Relations group at [Customer\\_Relations@osii.com](mailto:Customer_Relations@osii.com).



**EXHIBIT B**  
Customer's Tax Exempt Certificate

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF COLUMBIA  
701 E BROADWAY  
COLUMBIA MO 65201

Missouri Tax ID  
Number: 12487708

Effective Date:  
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



# **monarch™ Software Support Plan Overview**

**Revision 6.3**

**September 2012**

**OSI-555-103-MRK**

## **TRADE SECRET**

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# 1 Overview

This document describes the features of the Open Systems International, Inc. (OSI) customer support program for **monarch** software products. OSI has a comprehensive and flexible set of support components to meet various customer needs. General features of the support program include:

- Dedicated department and support staff for handling incoming support calls
- After-hours on-call support service
- 24 x 7 support coverage
- Web-based Customer Support tool
- Web-based supplemental training program
- Fast response for critical support requests
- Comprehensive database tracking and reporting on support incidents
- Software update assurance program
- Tiered pricing based on system size and functionality

The following sections describe the OSI **monarch** software support programs in more detail. The cost of each **monarch** software support program is based on the size, scope and complexity of the installed system, as well as the suite of OSI software applications within your system and the individual support components selected. Upon request, OSI will quote support services that are not described in this document as part of a customized support plan.

## 2 monarch Software Support Components

Nine (9) standard components or building blocks make up the various distinct **monarch** software support programs. These components are described below.

### 2.1 Maintenance/Problem Fixes

OSI will fix reported software problems and provide software patches for reported problems. This is limited to the maximum number of incidents allowed by your plan. *This is comparable to an extended warranty service for a product, giving you a mechanism to obtain software patches for issues you encounter.*

### 2.2 Business Day Support

This component allows you to call OSI during business hours for assistance with resolving critical problems with software operation. This is limited to the maximum number of incidents allowed by your plan. *This is comparable to help desk for emergency service requests in dealing with software issues encountered during normal office hours (8 x 5).*

### 2.3 After-Hours Support

Customers can call after business hours, during weekends and on OSI holidays for assistance with resolving critical problems with software operation. This is limited to the maximum number of incidents allowed by your plan. *This is comparable to help desk for emergency service requests in dealing with software issues encountered after normal office hours (24 x 7).*

### 2.4 Help Desk

OSI will provide assistance with non-critical issues and problems and provide general advice and guidance on software operation. This service is available during OSI business hours only. This is limited to the maximum number of incidents allowed by your plan. *This is comparable to help desk for non-emergency service requests when dealing with software issues or questions encountered. OSI will process these requests on a first-come, first-serve basis and will schedule a "one-on-one" private session with a Technical Support Engineer based on a mutually acceptable time.*



Please be advised that this service is not intended as an all inclusive “Engineering Services” program, general consultation services for implementation of projects, engineering of new functions or engineering of new applications, nor is it a consultation service for non-OSI software related issues. It is solely a help desk service to answer questions on features of the implemented OSI software products or to assist in resolving software issues or problems. For other engineering requests, including requests for software upgrades, you are advised to contact our Customer Relations group to obtain an Engineering Services quotation.

### 2.5 Web-based Training

Web-based training is offered as a supplement to the **OSI University** training program. It is designed to enhance your Support experience with OSI and to refresh basic product knowledge. The courses provide in-depth and topic-specific training. OSI selects the topics based on customers’ input to our Help Desk and in areas where OSI feels supplemental training would help customers in configuration and maintenance of the software. Courses are open to enrollment on a first-come, first-served basis. Multiple sessions are normally scheduled to accommodate a large population of users.

### 2.6 Software Updates/Subscription

This is a software update subscription or software assurance service that provides you with software updates free of relicensing charges. Normally, this subscription entitles you to receive the pertinent software updates to your licensed software once per annum. (Software releases are made available to you electronically).

This subscription service is the most valuable part of the support program by far, as it insures your system against technical obsolescence and results in an “evergreen” system. Moreover, it allows an implementation approach in which the software can be upgraded periodically at a fraction of the cost, instead of having to replace the entire system and relicensing and repurchasing all of the software every 5-7 years.



Please be advised that the premium support plans offering the Software Assurance program are predicated on the customer being on a continuous service plan with no lapse in service. A support plan reinstatement fee is required when reactivating a lapsed premium **monarch** software support plan as well as fees for reinstating the Software Assurance component.

### 2.7 Unlimited Support Incidents

This option allows you to uplift your support plan to an unlimited number of Help Desk, Business Day Support and After-Hours Support incidents.

### 2.8 Onsite Installation Assistance

The Software Assurance/Update Subscription provides the right to receive the software updates and does not include any support or engineering services for installation of these releases or consultation on such installations.



The Installation Assistance component will provide the engineering services to perform the upgrade on-site.

OSI personnel will install software upgrades on-site (upon your request), check and certify the new software release with your database and custom features prior to site installation and assist during your cutover to the new release. (Travel and living costs associated with the trip are invoiced separately.) This is a convenient option for customers who wish to minimize internal budget review and approval processes and roll the cost of such services into a single budgeted annual support fee.

## 2.9 Software Self-Upgrade Assurance

It is our experience that a majority of the software upgrades performed by our customers (“self-upgrades”) result in a much higher number of incidents and unplanned system downtime than upgrades performed by trained OSI personnel. Upgrades, by nature, are more complex than routine system maintenance tasks which customers have been trained to accomplish. As systems grow in complexity and demands for reliability increase, risks associated with self-upgrades also increase. You should consider the following factors when investigating a self-upgrade:

- Risk management
- Project management
- Cost of time and material support for self-upgrade-related incidents
- Expertise and availability of personnel

OSI, by far, offers one of the most competitive software assurance and evergreen update support programs in the industry. It is unheard of and unimaginable for any customer to perform their own upgrades on any of our competitors’ systems. Upgrades on these systems are highly complex and are 9-24 month efforts, typically costing nearly the same as the original system or a large fraction thereof. We are committed to offering the best support and upgrade program in the industry while remaining very price competitive. Instead of prohibiting or abolishing self-upgrades, we hope that by offering these added programs we can serve our customers better and raise the quality of their support experiences with OSI.

Those customers wishing to have peace of mind while performing self-upgrades and knowing that their self-inflicted incidents would be handled by OSI outside the normal incident counts must subscribe to this Assurance program via a premium support plan (Support Plus program) as defined in Section 3.

**It is important to note that major system upgrades or migrations involving replacement of operating systems or relational databases (for example, UNIX® to Linux®, Oracle® to MySQL™), or upgrading to a much newer release of an operating system (for example, Windows® XP to Vista) should never be attempted as a self-upgrade. This is strongly discouraged and will not be sanctioned by OSI. The complexities of these projects require specific technical knowledge, careful planning, superb project management and execution, and extensive Quality Assurance testing. The impact and risk to the system could be immense.**



Software self-upgrades are only allowed under the Premium support plans (Support Plus), and under no circumstances will major upgrades involving wholesale replacement of hardware, operating systems or relational databases be allowed to be attempted by the customer without OSI-sanctioned engineering services assistance.

## 3 monarch Software Support Programs

OSI's standard **monarch** Software support programs are described in the following subsections. These support programs combine various support components, as defined in Section 1, to devise a customized and cost-effective support plan for customers with various needs or budgets.

### 3.1 Copper Support Program

The Copper Support Program includes resolution of software problems via software patches. This plan does **not** include business-hour or after-hours support. This program does **not** include updates to new releases of licensed OSI software.

### 3.2 Bronze Support Program

The Bronze Support Program includes standard business-hour support service for up to 40 incidents per year. This plan does **not** include after-hours service **nor** does it entitle you to receive new releases of licensed OSI software.

### 3.3 Silver Support Program

The Silver Support Program includes standard business-hour support service for up to 80 incidents per year and business-hour Help Desk service. This plan does **not** include after-hours support service **nor** does it entitle you to receive new releases of licensed OSI software.

### 3.4 Gold Support Program

The Gold Support Program includes standard business-hour support service, help desk support, plus after-hours support service 24 hours a day, seven days a week for up to 80 incidents per year as well as access to OSI's web-based training program and OSI's wiki-based online documentation site, **OSI-PEDIA**. Included in this plan is the right to receive annual releases of the applicable licensed OSI software (in electronic format) for your system. Installation services are not included as part of this plan and can be purchased separately. OSI will quote engineering services for an upgrade plan tailored to your specific needs.

#### 3.4.1 Gold Plus Support Program

Those customers who would want to perform their own upgrade installations (self-upgrade) are required to subscribe to the Gold or Platinum Plus Software Support program. Gold Plus includes all features in the Gold plan plus an assurance program for OSI to provide support for incidents resulting from a self-upgrade process.

OSI will track and address these incidents separately from the normal incidents typically submitted on an operational system and will guarantee top priority handling of these incidents. These incidents are typically self-inflicted incidents. They result from improper planning or lack of adequate knowledge for engineering systems and may not be inherent software problems. This plan provides an assurance that OSI is standing by in case there are issues to be elevated to OSI to assist with. This plan is not an engineering services plan to assist with the upgrade nor does it provide the customer with additional labor or documentation for performing the upgrade. OSI requires that activities be coordinated with the Support department to ensure better handling of issues.

### 3.5 Platinum Support Program

The Platinum Support Program includes unlimited support service during business hours and after-hours. Platinum Support also includes standard help desk service as well as access to OSI's web-based training program and OSI's wiki-based online documentation site, **OSI-PEDIA**. Included in this plan are new releases of the applicable licensed OSI software (in electronic format) for your system. Installation services are not included as part of this plan and can be purchased separately. OSI will quote engineering services for an upgrade plan tailored to your specific needs.

#### 3.5.1 Platinum Plus Support Program

The Platinum Plus support program allows customers who are on a Platinum support plan to receive an assurance program for handling incidents resulting from a software upgrade performed by the customer and without OSI engineering assistance.

OSI will track and address these incidents separately from the normal incidents typically submitted on an operational system and will guarantee top priority handling of these incidents. These incidents are typically self-inflicted incidents. They result from improper planning or lack of adequate knowledge for engineering systems and are not inherent software problems. This plan provides an assurance that OSI is standing by in case there are issues to be elevated to OSI to assist with. This plan is not an engineering services plan to assist with the upgrade nor does it provide the customer with additional labor or documentation for performing the upgrade. OSI requires that activities be coordinated with the Support department to ensure better handling of issues.

### 3.6 Diamond Support Program

The Diamond Support Program includes unlimited support service during business hours and after-hours. Diamond Support also includes standard help desk service as well as access to OSI's web-based training program and OSI's wiki-based online documentation site, **OSI-PEDIA**. Included in this plan are new releases of the applicable licensed OSI software along with on-site installation assistance once per year. **Note:** This includes the engineering time to install the new releases but does not include the costs associated with travel to the customer site.

Diamond Support can be a convenient and price-effective option for customers who wish to reduce budget review and approval cycles or include upgrade engineering services in an annual budget.

The following chart depicts the levels of service and the support coverage provided in each support plan.

	Software Fees	8X5 Support	8X5 Help Desk	24X7 Support	Annual Software Updates	Unlimited Support	On-site Software Installation	Self- upgrade Assurance
Copper	●							
Bronze	●	●						
Silver	●	●	●					
Gold	●	●	●	●	●			
Platinum	●	●	●	●	●	●		
Diamond	●	●	●	●	●	●	●	
Gold+	●	●	●	●	●			●
Platinum+	●	●	●	●	●	●		●

Web-based training sessions and **OSI-PEDIA** are a standard feature of all Premium support plans (Gold level and greater) and are included free of charge with these plans.

Customized support plans can be built by adding components, as needed, to your base support plan. This allows you to select only those services that will most benefit your company.

## 4 System Sizing and Complexity: Definitions

In order to provide fair tiered pricing for the support plans, the plans are graduated for various system sizes in terms of number of Remote Terminal Units (RTUs) and/or database point sizes into the following categories. (Contractual maximum sizing is used for these calculations.)

- **Mini** 20 RTUs and <1,000 points
- **Small** 0-49 RTUs and 1,000-4,999 points
- **Medium** 50-99 RTUs and 5,000-9,999 points
- **Large** 00-199 RTUs and 10,000-24,999 points
- **X-Large** 200-399 RTUs and 25,000-49,999 points
- **Jumbo** 400 RTUs and  $\geq 50,000$  points

The following cost multipliers for specific system characteristics increase the scope of services and their associated pricing:

- Generation Applications
- Network Analysis Applications
- Distribution Management Applications
- Operator Training Simulator
- UNIX Servers
- Distributed Client Sites
- Split Backup/Servers
- Backup Control Center
- Specials and Custom Applications
- Program Development Systems



As systems sizing is expanded or additional software applications are added, the cost of a support plan is impacted due to the increase in system complexity.

## 5 Frequently Asked Questions

### What are OSI's standard hours of operation?

Standard business hours are 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, excluding OSI holidays.

### What are OSI's holidays?

OSI is closed on the following holidays. On these non-business days, our support staff is available to respond to critical incidents only.

- New Year's Day (January 1<sup>st</sup>)
- Memorial Day (Last Monday in the month of May)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (1<sup>st</sup> Monday of September)
- Thanksgiving Day (United States) (4<sup>th</sup> Thursday in November)
- The Friday after Thanksgiving Day
- Christmas Day (December 25<sup>th</sup>)

### How do I know when my warranty will end or support plan needs to be renewed?

For customers exiting warranty, OSI will contact you prior to the expiration of the system warranty. Customers currently enrolled in a **monarch** software support program will be sent an invoice and a notice approximately 60 days prior to their renewal date. An OSI representative is always available to assist you in evaluating your current level of **monarch** software support and choosing the plan that best suits your system.

### How do I register for OSI Support?

Upon receipt of a purchase order for a **monarch** software support program, OSI will register you with OSI Customer Support. A support code will be provided which is tied to your support contract and will change at renewal. You can designate up to three representatives from your company to serve as support coordinators. In order to resolve your support issues quickly and effectively, OSI requires that all support incidents are only submitted by your designated support coordinators.

### Who and how many persons can be designated as our support coordinators?

OSI requires each selected customer representative to attend OSI training for all licensed software. We want to ensure that the personnel requesting support or coordinating support for our customers are qualified and well trained in OSI's software and platform technology. We also highly recommend that they keep their training refreshed in subsequent years.

You can designate up to three (3) representatives from your company to serve as your official support coordinators. In order to resolve your support issues quickly and effectively, OSI requires that all support incidents solely originate with your designated support coordinators.



OSI requires each selected customer representative to attend OSI training for all licensed software. We want to ensure that the personnel requesting support or coordinating support for the customer are qualified and trained in OSI's software.

### How are Incidents Defined?

OSI defines an incident as any request for support or assistance with the **monarch** software. There are two levels of incident urgency: **critical** and **non-critical**.

#### Critical Incidents:

Critical incidents are those that inhibit essential software operation and/or result in a substantial loss of operational capability. Critical software problems as an example may include: FEP/communications failure and loss of scanning, SCADA software failure, the loss of Automatic Generation Control or interchange scheduling functionality and critical ICCP data links among others. For critical incidents, an on-call engineer will return your call promptly (generally within 30 minutes).

#### Non-Critical Incidents:

Non-critical incidents include any problems or questions related to system functionality that do not disrupt essential operations. For example, minor software problems, non-disruptive errors in user interface and displays, errors in documentation, questions related to how program functions work, help desk support and similar issues. OSI guarantees a 24-hour response (Monday through Friday) on all non-critical help requests and questions. Depending on the availability of our on-call engineers, most requests will be handled within the same business day.

### What is considered "above and beyond" software support?

OSI software support programs are expected to provide assistance with operational issues for software that has been implemented and certified by you and OSI. They were not designed to be a general services program to provide assistance and consulting for non software related issues or planning for expansion and augmentation of your present operational system.

Prior to expanding or augmenting system functionality (hardware, software, networking and so on), OSI recommends that you coordinate support in advance with the Customer Support Department. Depending on the scope, the work may be considered as additional system implementation and therefore, beyond the scope of our standard software support. For example, if a new function is being implemented post warranty, additional engineering services beyond ordinary support are required. The OSI standard support organization is not equipped to handle the engineering, consulting, and implementation services that are required to implement the new functionality. In such cases, please contact Customer Relations at [customerrelations@osii.com](mailto:customerrelations@osii.com) to obtain proper advice and a quotation for additional engineering services.

### What should I do if I need support?

When an incident arises, your designated support coordinator(s) should thoroughly investigate the problem and try to resolve it. If your support coordinator(s) cannot resolve the problem, they should contact OSI Customer Support. This process ensures that your support coordinators have the necessary background information about the problem when they contact OSI Support, which in turn will lead to a more timely resolution.

For **non-critical incidents**, please visit the OSI Support website (<https://support.osii.com/>) and submit your incident online. The OSI Support staff will investigate your support request and work with you until resolution.

For **critical incidents**, please ensure that you have as much information as possible regarding the scope and nature of the problem and are ready to discuss the problem with the OSI Support staff. We recommend that you request support for critical incidents via phone calls. OSI's Support staff will collect the pertinent information and open an incident for tracking and managing the issue until resolution.



It is very important that all requests for software support go directly to the OSI Customer Support Department. OSI cannot guarantee issue resolution if a non-support employee is contacted.

### What are the main features of the OSI Customer Support website?

The OSI Customer Support website allows customers to submit new incidents, track the real-time status of outstanding incidents and obtain customized reports for all open and closed incidents. In addition, you can communicate with the OSI Support staff by using the Web Conversation feature.

### What is the recommended method of communications relating to non-critical incidents?

OSI prefers the use of the Web Conversation feature in the OSI Customer Support website for communications relating to non-critical incidents. If necessary, emails intended for the Customer Support staff can be sent to [Support@osii.com](mailto:Support@osii.com).

The Incident Reporting online form, available on the OSI Support website, is a great tool to assist with collecting any required data. This will enable OSI Support to provide a quick response and accurate resolution.



Emails sent about an existing incident should include the incident number in the email subject line. Emails received that do not have an existing incident number in the subject line will result in the creation of a new incident. We also encourage you to use the conversation and communication module of the support portal instead of emails.

### What are the support telephone numbers?

#### Business Hours

In North America, call 800-919-3997 during normal business hours. *If you experience problems reaching support at this number, please call 866-205-6458 directly as a backup number.*

#### Non-Business Hours

In North America, call **866-500-OSII (6744)** during non-business hours. *Support calls during non-business hours should be for loss of critical system functionality only. An on-call engineer*



*will return your call promptly (generally within 30 minutes). If you experience problems reaching support at this number, please call **866-205-6458** directly as a backup number.*



For security purposes, please be prepared to supply your security code/support registration number for all support requests. OSI will notify you of your security and registration codes each year upon registration for support. Please safeguard these numbers and make them available only to your authorized support personnel. You can request new numbers for security purposes if there is a change in your staffing.

### What number should I call if I am not in North America?

This will be determined upon your initial enrollment in the **monarch** software support program.

### What information or details will be required for after-hours support calls?

When you contact OSI after-hours support, you will be required to provide an After-Hours Security Code. You will also be asked to define if the incident is critical. This information will be provided to the OSI on-call engineer.

### What if I request services beyond the scope of my plan?

If the number of allowed incidents in a year is exceeded, OSI will assess a charge of \$1,000 per incident and \$250 per hour (in USA dollars) for each additional request for support/incident beyond the coverage limits of the Bronze, Silver and Gold support plans.



Other services not included in the usual scope of coverage can be quoted as needed on a Time and Materials basis. You can contact Customer Relations or the Business Development Department at [quote@osii.com](mailto:quote@osii.com) for more information.

### What if I did not purchase monarch Software Support or I need after-hours support with a Bronze or Silver Support Plan?

If support services are needed, contact the Customer Relations group at [customerrelations@osii.com](mailto:customerrelations@osii.com) in order to receive a quotation for these additional engineering services.

### What is the industry norm for support costs?

The software industry norm for software support is usually 15% to 20% of the purchase price of the system per year. For example, if the software costs \$100,000, the support for that software is typically \$15,000 - \$20,000 (minimum) per year. This does not include software updates or upgrades; these costs can run at an additional 10%-15% per year. OSI's proposed support costs are typically much more economical than the competitive industry programs.

### What are the cost justifications for enrolling in the support program and how can I convince my management to purchase support?

There are three major needs filled by a support program:

- Extended Warranty and Insurance: an extended warranty that guarantees software fixes
- Guaranteed timely assistance from a vendor in case of critical needs

- Improvements and enhancements are received with software updates, which defers future repurchases of software licenses

To estimate the cost savings your organization will realize, consider the additional staffing and training required to maintain the system or the cost associated with the purchase of new software due to new requirements, expanded sizing and so on.

**What proficiencies does OSI recommend for staff?**

OSI recommends that your employees have a four-year degree in Electrical Engineering, a SCADA System background and have completed the required OSI training. Employees working with Power Systems Applications should also have Power System/Network Modeling experience and a familiarity with Power Flow Calculations and Applications.

**What would it cost my organization to provide self-support instead of purchasing support from OSI?**

The support staff must be trained and (if after-hours needs exist) available around the clock. This is the core value and justification of the service OSI offers. The burdened cost of a single technical employee usually ranges from \$120,000 - \$150,000 per year. This cost does not include expenses, such as retraining and retention of staff or the added infrastructure and operational costs. To build an effective self-support infrastructure, a team of 2-5 people is usually needed. OSI support plans minimize the level of additional internal support staffing that is otherwise needed.

**What can I expect to save using a premium software support plan?**

Software upgrades have an intrinsic value because your software investment does not become obsolete as time passes and technology changes. Assuming a 10-year life for a SCADA, EMS, DMS or GMS system, the new features included with software updates allow the customer to defer the replacement of the system, eliminate obsolescence and enhance operational value and cost savings. For these reasons, the software industry places a value of 15% to 20% per year of the cost of software licenses for the software updates.

**What are OSI's internal costs for providing support to all its customers?**

OSI requires an infrastructure to deliver our support services, which includes constant updates for hardware, software and networking. Our Development and Engineering staff will triage incidents, work on resolving problems and investigate future enhancements. Engineers are on staff to handle the probable load of support services and to manage emergency events. In addition, an organizational management structure is required to provide support to all customers. This is a costly endeavor and is the basis of our support costs to our customers. Overall, we believe our costs are very competitive in this market. OSI strives to manage internal costs in an effort to minimize the impact to our customers.

**Does OSI offer multiple-year discount plans?**

Yes! There are discounts available for multiple-year commitments that are paid in full at the onset of the support plan. This lowers the cost per year of service.

**Why can't I call the project engineers or the engineers that worked on my project for support?**

In order for us to provide optimum and uniform coverage for all of our support customers, we must have dedicated support staff. The support staff is trained to deal with genuine support issues, while the project engineering staff is trained to deal with project implementation issues. Once a

project enters warranty, the project engineering staff is allocated to other implementation projects and may be unable to provide timely responses.

Rest assured OSI uses all resources at its disposal including the original project engineers to address your support requests. It is imperative, however, that you continue to utilize the OSI Customer Support department for all support-related services.

### Does OSI offer cyber security services or patch management services?

Yes. These are offered as optional services in addition to the Software Support programs. If you are interested please contact your Customer Relations representative at [customerrelations@osii.com](mailto:customerrelations@osii.com) for additional information.

### What additional assistance is available through Engineering Services?

OSI Engineering Services is available to fulfill a variety of needs. They can be utilized for customized training, advanced application development, product enhancements, system audits, cyber security audits and many other consulting needs. Please contact your Customer Relations representative at [customerrelations@osii.com](mailto:customerrelations@osii.com) for additional information.

### Getting in Touch with OSI - Other Subjects

OSI welcomes your input about all aspects of our product and service offerings. You may find the following email addresses useful:

- [support@osii.com](mailto:support@osii.com) - Customer Support Department
- [quote@osii.com](mailto:quote@osii.com) - Request sales or product information
- [ideas@osii.com](mailto:ideas@osii.com) - Suggestions for improving products and services
- [training@osii.com](mailto:training@osii.com) - **monarch** training and **OSI University** information
- [sales@osii.com](mailto:sales@osii.com) - General questions or information regarding new project needs
- [customerrelations@osii.com](mailto:customerrelations@osii.com) - Customer Relations for general assistance



We make every effort to respond promptly to all questions and provide the help or information you need. Customer Relations will also be glad to assist you in any way they can. Customer Relations is your internal advocate within OSI.