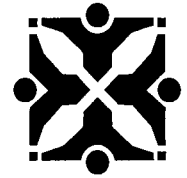


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 95-15

Department Source: Water & Light

To: City Council

From: City Manager & Staff

Council Meeting Date: 6/1/2015

Re: Software License 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 a resolution authorizing the City Manager to execute a software license agreement with Open Systems International for Columbia Water & Light's new Energy Management System. This software license agreement is required for licenses to use 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 and the Implementation Service Contract was authorized by the Purchasing Agent. This software support services agreement was negotiated with City legal staff and is required by Open Systems International to provide licenses to use the software.

Fiscal Impact

Short-Term Impact: None.

Long-Term Impact: None.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Not Applicable

Strategic Plan Impact: Infrastructure

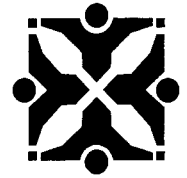
Comprehensive Plan Impact: Infrastructure

Suggested Council Action

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

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Legislative History

None.


Department Approved


City Manager Approved

Introduced by _____ Council Bill No. R 95-15

A RESOLUTION

authorizing a software license agreement with Open Systems International, Inc. as part of the Energy Management System implementation.

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

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

ADOPTED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (hereinafter "License Agreement") is made this 13th day of May, 2015, between Open Systems International, Inc., with offices at 4101 Arrowhead Drive, Medina, Minnesota, USA 55340-9457 (hereinafter "Licensor"), and City of Columbia, Missouri, a municipality, with offices at 701 East Broadway, Columbia, Missouri 65201 (hereinafter "Licensee"). Licensee and Licensor are each individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

1. WHEREAS, Licensor owns the Software (as defined below) which is the subject of this License Agreement; and,
2. WHEREAS, Licensee wishes to: (a) acquire a license to utilize the Software, (b) retain Licensor to perform implementation services, and (c) contract with Licensor for support and maintenance of the Software; and,
3. WHEREAS, Licensor agrees to: (a) grant Licensee licenses to utilize the Software, (b) provide implementation services to Licensee, and (c) provide support and maintenance of the Software as set out in the Contract Documents; and,
4. 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.

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

1. Definitions.

1.1 Software.

"Software" shall mean machine-readable "object code" or "executable code" along with Documentation (electronic or hardcopy), and media (tape, CD ROM, DVD, or diskette). A description of the Software being licensed under this License Agreement is included in the Exhibit Packet incorporated by reference into this License Agreement and the 2015 Software Implementation Services Agreement between the City of Columbia, Missouri, and Open Systems International, Inc. (hereinafter "Exhibit Packet").

1.2 Server.

"Server" shall mean and include any physical server and/or any virtual server created by logically partitioning a physical Server to create multiple virtual platforms or systems within a single physical server.

1.3 Server Software.

"Server Software" shall mean that portion of the Software, which is installed on a single physical or virtual server, or on a redundant pair of physical or virtual servers (i.e. 2 computers), which serve a number of simultaneous users in a production environment. Some systems may also be licensed with additional server licenses for development and test environments as well as disaster recovery and emergency backup purposes, which, if any, are defined in the Exhibit Packet.

1.4 Client Software.

“Client Software” shall mean that portion of the Software, which is physically or virtually installed on a single user workstation or computer, which allows connection with the Server Software, and use of the Software.

2. License.

2.1 Grant of License.

Licensor hereby grants to Licensee, pursuant to the following terms and conditions, a perpetual, non-exclusive, non-transferable, license to use the Software and any Data Exchanges in support of its primary business mission and in operation of its own assets located as described in the Exhibit Packet. The license shall commence of the effective date of this License Agreement.

Licensee agrees not to assign, sublicense, transfer, pledge, lease, rent, share, sell, lend or otherwise transfer all or part of its right under this License Agreement except to a successor of all of Licensee's assets and business, provided the successor is not a competitor of Licensor and the successor agrees to be fully bound by this License Agreement.

Licensee agrees not to use the Software to provide Software services to third-party entities whose assets are not owned by Licensee as part of a facility management, timesharing, service provider, or service bureau arrangement or otherwise in direct competition with Licensor or to derive competitive products to compete with Licensor or to otherwise harm or damage the business or goodwill of Licensor.

2.2 Use on Designated Equipment.

Licensee agrees to install the Software (Server and Client Software) only on computers owned, leased, or otherwise controlled by Licensee.

The Server Software use shall be limited to physical or virtual sites consistent with the number of Server Software licenses purchased as listed in the Exhibit Packet. Any installed instance of the Server Software on a physical or virtual server shall be counted as an instance and shall be consistent with the number of licensed copies.

Client Software shall only be installed on single workstations or single personal computers and in accordance with the number of Client Software licenses purchased as listed in the Exhibit Packet.

Licensee may not install the Software on any computers controlled by third parties, or give direct access to third parties via remote access processes to the Licensed Software.

Licensee may transfer the Software to other equipment if the particular primary equipment is inoperative, provided that at any time, the Server Software is active in accordance with the number of Server Software licenses purchased, and the Client Software is active in accordance with the number of Client Software licenses purchased.

Licensee may not create multiple-use operations or multiple hosting facilities by installing the Software in more than a single physical or virtual location to allow simultaneous and parallel use of the Software.

Licensee shall not create images of the software on virtual servers to override or bypass the number of required licensed copies, or to create back up control centers or hot back up sites by not licensing these extensions to the license from Licensor. For all practical purposes any machine (physical or virtual instance) which has an Operating System licensed and installed on it, shall need a licensed copy of Licensor's software, should that machine be used in the operation of the Licensed Software and Licensee is to derive benefit and value from such action. This is regardless of whether the machine is normally powered up or powered off.

2.3 Disassembly or Decryption.

Licensee shall not disassemble, decompile, reverse-engineer or otherwise reduce the Licensed Software to human-perceivable form in whole or in part, including but not limited to translating or creating derivative works, or to bypass any licensing restrictions.

3. License Fees.

In consideration for the foregoing license, Licensee shall pay Licensor all applicable license fees in accordance with terms of the Agreement, Service Agreements, Work Orders or Authorizations between Licensee and Licensor.

During the term of this License Agreement, Licensor shall have the right to direct a recognized accounting firm to conduct, during normal business hours, an audit of (and to copy) the appropriate records of Licensee to verify the number of physical or virtual copies of the Software in use by Licensee, the computer systems on which such copies are installed and in the case of limited user licenses, the number of users using such copies, and the database sizing dictating the database size-dependent license fees. If an audit reveals that Licensee has underpaid fees to Licensor, Licensee shall be invoiced for such underpaid fees based on Licensor's readily ascertainable prices in effect at the time the audit was completed. Representatives of the accounting firm shall protect the confidentiality of Licensee's Confidential Information and abide by Licensee's reasonable security regulations and conduct themselves in such a manner as not to interfere unreasonably with Licensee's normal business operations while on Licensee's premises. With regard to Licensor's use of an accounting firm to conduct the license audit, Licensor shall be responsible for compliance with NERC-CIP standards and other legal requirements related to personnel risk assessments and access revocation of any member of the accounting firm.

4. Copies.

Licensee, solely to enable it to use the Software, may make archival copies of the Software, provided that such copies shall include Licensor's copyright and other proprietary notices. All copies made by Licensee are the exclusive property of Licensor.

Solely with respect to electronic Documentation supplied with the Software, Licensee may make copies (either in hardcopy or electronic form) provided that such copies shall be used only for Licensee's internal purposes and are not republished or distributed beyond Licensee's premises. For back up and archiving of the static software, Licensee may only make copies of the software on any magnetic media, including CD, DVD, tape or the removable hard drives. At no times shall this copying create an unlicensed replication of the Software for use on unauthorized computers.

5. Software Ownership.

5.1 Licensor's Representation.

Licensor represents that it is the owner of the Software and all portions thereof or has appropriate sublicensing rights.

5.2 Modifications.

Licensee shall have the right to use the Software and develop applications in support of its business using Licensor-provided Applications Programming Interfaces (APIs) and tools. Such enhancements or modifications are not considered part of Licensor's Software.

Only Licensor shall have the right to modify, maintain, enhance, or otherwise alter the Software source code, unless specified otherwise.

6. Title to Software and Confidentiality.

The Software and all related Documentation are protected under the laws and treaties regarding copyright, trade secrets and other intellectual property rights. All right, title and interest in and to the Software and any copies thereof are owned and retained by Licensor. Licensee may copy and use the Software only as expressly permitted in this License Agreement. Although copyrighted, the Software is unpublished and contains proprietary and confidential information of Licensor, and is considered by Licensor to constitute valuable trade secrets. This includes the Software processes, user interface displays, reports, database definitions and formats, and all Documentation.

Enhancements or derivative work developed solely by Licensee using the License granted herein shall remain the property of Licensee.

All applicable rights to copyrights, trade secrets, patents and trademarks in the Software or any modifications or enhancements made by Licensor or at Licensee's request pursuant to any Special Provisions listed in the Exhibit Packet, shall remain with Licensor. Licensee shall not sell, publish, disclose, display or otherwise make available the Software or copies thereof to others.

Violations of the above are subject to the mutual confidentiality obligations between Licensor and Licensee.

7. Confidentiality.

Each Party agrees that should information which is proprietary or confidential 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 shall 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 Licensee,

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. 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.

8. Warranty.

8.1 Scope of Warranty.

(a) Licensor hereby represents and warrants to Licensee that:

- (i) Licensor is the lawful owner of the Software described in the Exhibit Packet and has the right and authority to grant the license granted pursuant to this License Agreement without the approval or consent of any third party; and
- (ii) the Software does not and shall not infringe upon any patent, trademark, copyright, trade secret, or the intellectual property, or proprietary right of any other third party and there is no actual or threatened suit against Licensor based on the alleged violation of such rights; and
- (iii) there is no action, suit, claim, investigation, or proceeding pending, or to the best of Licensor's knowledge, threatened against, by or affecting Licensor or the Software which, if adversely decided, might adversely affect Licensor's ability to enter into this License Agreement or perform its obligations herein; and
- (iv) Licensor's execution of this License Agreement and granting of the license hereunder does not infringe upon the rights of any third party; and
- (v) Licensor's Software shall substantially perform as described in the Documentation and shall substantially perform according to the Functional Specifications set forth in Attachments 2 through 19 contained in the Exhibit Packet if the Software is used in accordance with the Documentation, the terms of this License Agreement and where Licensee has the required programs and the hardware meets the requirements set forth in Attachments 6 and 13 contained in the Exhibit Packet, and configured according to the Monarch SCADA/EMS Architecture mutually agreed to by the Parties in writing. Licensee's primary recourse in the event the Software does not conform to the Documentation and Functional Specifications is the repair and replacement of the Software; and
- (vi) Licensor warrants the minimum hardware specification as outlined in Attachments 6 and 13 of the Agreement to be adequate for Licensee's intended use for the Warranty Period. Licensor represents that it has completed a hardware analysis and has determined that the hardware proposed by Licensor to Licensee for purchase is sufficient to provide adequate capacity to satisfy the current and projected requirements of

Licensee's use of the Software for a period of five (5) years provided the software features and functionality remain consistent with the original specifications; and

- (vii) No harmful code. Licensor warrants that the Software Products do not contain Harmful Code. For purposes of this License Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Licensor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code. Licensor shall include a similar provision in its contract with subcontractors. The Parties agree that as a security measure, certain software is keyed so that it will work only with a specific piece of equipment and will not work if moved to other equipment. This security measure shall not be considered "Harmful Code".
- (b) EXCEPT AS SET FORTH IN THIS SECTION 8, LICENSOR MAKES AND LICENSEE RECEIVES NO EXPRESSED OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, ITS CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY LICENSEE. LICENSOR FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Assignment.

Licensee may not assign the Software or this License Agreement to anyone, including any parent, subsidiary or affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent, except to a successor of all of Licensee's assets and business provided the successor agrees to be bound by this License Agreement and that the successor is not a direct competitor of Licensor. Licensee acknowledges that as a condition to such consent, Licensor may require the assignee to update all Software to the then-current version and purchase one (1) year of Software support.

10. Termination.

Licensor shall have the right to terminate this License Agreement and the license granted herein:

- (a) Upon written notice in the event that Licensee, its officers, agents, or employees materially breach any provision of this License Agreement. Such notice shall identify and describe the default upon which termination is based and Licensee shall have thirty (30) days following receipt of the written notice to cure such default which, if affected, shall prevent termination of this License Agreement.
- (b) In the event Licensee, due to bankruptcy or insolvency, ceases its operation as a public electric utility. In an event of violation of any of the terms of this License Agreement, if both Parties are not able to amicably agree on the resolution and should Licensee be unable or unwilling to remedy the violation to the satisfaction of

Licensor within the set cure period, the License shall terminate. In such event, Licensee shall cease the use of the Software and either return or on request by Licensor, destroy the Software and provide a written affidavit to Licensor of the destruction of the Software. Termination under this paragraph shall not relieve Licensee of its obligations regarding confidentiality of the Software, nor relieve Licensee of further claims made by Licensor under the law for damages as a result of the violation of the terms of this License Agreement.

Termination of the Software Support and Maintenance Agreement shall not result in termination of the licenses granted pursuant to this License Agreement.

11. Limitation of Liability.

Licensor 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 business interruption or loss of or damage to data or costs of capital or of substitute use or performance, or for indirect, liquidated, incidental or consequential damages, or for any other commercial or economic loss or cost of a similar type, or for claims by Licensee for damages of Licensee's customers even if Licensor has been advised of the possibility of such damages or they are foreseeable. Licensor is also not responsible for any claims asserted by a third party. Licensor's maximum liability under this License Agreement shall be the total of all sums paid by Licensee to Licensor during the one (1) year period immediately preceding the act or omission giving rise to the claim arose except for claims made for intellectual property infringement or violation of the mutual confidentiality obligations hereunder. Both Parties agree that the exclusions and limitations set forth in this Article 11 are separate and independent from any other remedies that they may have.

12. Miscellaneous.

12.1 Complete Agreement.

Each Party acknowledges that it has read and understands this License Agreement and agrees to be bound by its terms. The Parties further agree that this License Agreement, including the Exhibit Packet, are the complete and exclusive statement of this License Agreement between the Parties. However, the Parties agree that two other agreements are being entered by the Parties, along with this License Agreement. These two other agreements are the Software Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

12.2 Governing Law.

This License 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 License 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.

12.3 Waiver.

The waiver or failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any other right hereunder.

12.4 Severability.

If any provision of this License Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, only that provision is to be deemed omitted, and the remaining provisions shall not be affected in any way.

12.5 No waiver of immunities.

In no event shall the language of this License 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.

12.6 General laws.

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

12.7 Compliance with NERC-CIP Standards.

Licensor, 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.

12.8 No third-party beneficiary.

No provision of this License 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 License Agreement.

12.9 HOLD HARMLESS AGREEMENT.

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

12.10 Contract Documents.

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

Document Description
Software Implementation Services Agreement
Software Support Services 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 Licensee on May 12, 2015, and agreed to and approved by Licensor on May 11, 2015.

In the event of a conflict between the terms of any of the Contract Documents and the terms of this License Agreement, the terms of this License 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.

13. Dispute Resolution.

The Parties acknowledge that unauthorized disclosure of Confidential Information in violation of Section 7 above or other breach of any obligation under this License Agreement may result in irreparable harm for which monetary damages or other remedy at law may be inadequate. Each Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper and necessary by a court of competent jurisdiction to prevent any irreparable harm which may be caused by a breach or threatened breach of this License Agreement.

Any dispute for claims which will not result in irreparable harm if not immediately addressed may be brought for decision in the applicable court of competent jurisdiction only after the Parties have met and attempted to amiably resolve the dispute.

14. Export Controls on the Software.

Licensee agrees that U.S. export control laws and other applicable export and import laws and regulations may govern Licensee's use of the Software (including technical data) and any Software licensed under this License Agreement and that Licensee shall be fully responsible for ensuring that its use of the Software will comply with all such laws, rules and regulations. Licensee agrees that neither the Software nor any data, information, program and/or materials resulting from Licensor's services (or any direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Licensee will indemnify and hold Licensor harmless from any and all liability arising out of Licensee's use of the Software in violation of these laws, rules or regulations.

15. Data ownership and security.

Licensor and its software shall comply with the requirements of this Section. Licensor shall require its subcontractor or third party software providers to at all times comply with the requirements of this section. Licensor covenants that any data from Licensee 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 Licensee. Licensor covenants that Licensee, its subsidiaries or subcontractors shall not sell or give away any such City Data or information derived therefrom.

Licensor 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.

Binding subcontractors and subsidiaries to data security standards. Licensor shall include similar provisions in Licensor'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. Successor Software.

As long as Licensee 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 Product 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 Licensee, at its sole discretion, may transfer the OSI Software to the Successor Products, for no additional license fees. In the event Licensee elects to transfer the OSI Software to the Successor Products, Licensee 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.

[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: _____

LICENSOR:

Open Systems International, Inc.
4101 Arrowhead Drive
Medina, Minnesota, USA 55340-9457

By: _____

Name: Bahman Hoveida

Title: President & CEO

Date: May 13, 2015



ATTEST:

By: _____

Name: Nicole M. Schardt

Title: Senior Manager, Contract Development

Date: May 13, 2015