

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF LEESBURG
AND
TELVENT USA CORPORATION
Contract No. 2011-579**

This Agreement is made by and between the City of Leesburg (hereinafter referred to as Client) and Telvent USA Corporation, a Maryland corporation (hereinafter referred to as Contractor), with reference to the following:

WHEREAS, Client requires professional services [in the design of a computerized Geographic Information System (GIS) to build a map library, for database automation, for GIS system design, to assess user needs and/or requirements, for application programming, for application design]; and

WHEREAS, Contractor has the expertise necessary to perform such services; and

WHEREAS, these parties desire to contract for certain specific services;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein set forth, it is agreed between the parties hereto, as follows:

**ARTICLE 1
RESPONSIBILITIES OF CONTRACTOR**

a. Professional Standards. Contractor shall perform all services and provide all products as specified in this Agreement and the applicable Task Order (an example of which is set forth in Attachment A), which is attached to and by this reference made a part of this Agreement. In performing the specified services, Contractor shall follow practices consistent with the professional and technical standards in the industry.

b. Staffing. Contractor will furnish personal services in the amount necessary to complete promptly and effectively work specified by this Agreement and the applicable Task Order and shall be responsible for the supervision and direction of the work by its employees. For each Task Order, Contractor shall identify a designated Project Manager, who shall be empowered to act for the Contractor in accordance with this Agreement in all matters relating to the technical administration and staffing matters relating to the services as defined in the Scope of Work set forth in each Task Order.

c. Change in Key Contractor Staff. Should Contractor's Project Manager be unable to complete his/her responsibility for any reason, Contractor will provide replacement personnel of equal qualifications, education and experience. Contractor will be responsible to bear any

relocation, training, and expenses associated with providing such replacement personnel including the time necessary for such personnel to become familiar with the services already performed.

ARTICLE 2 INDEPENDENT CONTRACTOR

The Contractor is employed as an independent contractor to render a professional service only, and any payments made to him are compensation solely for such services as he may render and recommendations he may make in carrying out the work. Contractor shall follow the practice of his profession to make findings, opinion, and factual presentations, and to offer professional advice and recommendations.

ARTICLE 3 RESPONSIBILITIES OF CLIENT

a. Staffing and Project Manager. Client agrees that its officers and employees will cooperate with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such reasonable times as do not conflict with their other responsibilities. In each Task Order, the Client shall identify their designated Project Manager, who shall be empowered to act for the Client in accordance with this Agreement and shall have sole discretion to review the quality, acceptability and fitness of services performed and items provided by the Contractor.

b. Change in Key Client Staff. Should Client's Project Manager be unable to complete his/her responsibility for any reason, Client will provide replacement personnel of equal qualifications, education and experience. Client will be responsible to bear any relocation, training, and expenses associated with providing such replacement personnel including the time necessary for such personnel to become familiar with the services already performed.

c. Data, Resources and Facilities. Client, without charge, will furnish or make available for examination or use by Contractor as it may request any data which Client may have available including, but not limited to: (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents pertinent to studies specified by this Agreement; (2) copies of ordinances, codes, regulations, other documents, and information related to the studies specified by this Agreement; (3) copies of information prepared by Client, or other third-party contractors to Client, which are related to the studies specified by this Agreement; (4.) full and free access to required Contractor and Client hardware and software system(s), subject to Contractor's and Client's security requirements; (5) access to and the use of any Contractor and Client machines, technical documents, or software which Contractor deems necessary for the Project; and (6) any software licenses required to perform the project (for the duration of the project); (7) permit use of Telvent's internet based collaboration server as the method of sharing project related

documentation, such as Statements of Work, specification documents, test plans, installers, deployment plans, and signed Change Orders.

Client shall aid Contractor in obtaining data from public offices or agencies whenever in the opinion of Contractor, such data are necessary for the completion of the studies specified by this Agreement. Contractor may request Client to provide remote access to Client project data. This access may be provided through an external connection such as Citrix, VNC (Virtual Network Connection), VPN (Virtual Private Network), or PCAnywhere to support configuration and support. If Client is not able to provide access via an external connection, then Client may be required to supply additional hardware and equipment.

d. Specification of Deliverables. The specifications of deliverables described in each Task Order are intended as precise guidance as to the conduct of this Project. However, the Client realizes that different combinations of work practice, updated technological approaches, and modern equipment can potentially yield a final product of accuracy and quality equal to that proposed in each Task Order.

e. Backup and Recovery. During the entire course of the project, Client will be responsible for backup/recovery of all onsite project related digital data, materials and databases. Contractor will be responsible for backup/recovery of all project related data housed on Contractor computer systems.

ARTICLE 4 ACCEPTANCE

a. Deliverable Review. All deliverables submitted to the Client shall be reviewed and checked within two weeks of delivery. The Contractor shall be notified in writing of any pending delays in the review periods. Should Client fail to notify Contractor in writing within two weeks, these deliverables shall be deemed accepted.

b. Compliance. All reviews will be performed on the basis of work correctness and compliance with the contract. The Client reserves the right to return for correction within these approximate review periods any and all products that are in error or have not been prepared within the scope of work; unless otherwise notified in writing, these corrections will be incorporated in another work task submittal.

c. Classification of Deliverables. After initial review, deliverables will be classified as follows:

1. DELIVERABLE ACCEPTED, shall be defined as a deliverable conforming to the Statement of Work or meeting specifications, with no more than minor and/or isolated exceptions or nonconformities, in which case the Client will take responsibility for correction and will so inform the Contractor.

2. **DELIVERABLE ACCEPTED WITH REWORK**, that is, essentially to specification, but having a significant number of isolated exceptions, and accepted pending re-editing and correction by the Contractor. The Contractor shall re-edit the work for indicated errors and resubmit within 30 days. The Client will rerun its acceptance checks for the classes of errors detected in the initial check and will reclassify the deliverables as whether ACCEPTED or REJECTED.
 3. **DELIVERABLE REJECTED**, shall be defined as a deliverable failing to conform to the Statement of Work or to meet specification, in ways that indicate that major improvements in procedure are needed to avoid recurrence. The Contractor shall rework the deliverable generally, including all quality checks, and resubmit to the Client within 30 days, at which time the Client will rerun its acceptance check and reclassify the work.
- d. Client Delays.** Client must exercise due diligence and shall ensure that factors beyond the control of the Contractor, such as Client delays and failure to fulfill Client responsibilities, will not interfere with Contractor's ability to complete the services. Client shall notify Contractor of any such factors that may cause delays in the completion of tasks or changes to the scope of work, and both parties will mutually determine required modifications to this Agreement.
- e. Final Acceptance and Certification.** At the conclusion of project acceptance, Contractor will request that Client sign an acceptance certificate. Client production use of any given application prior to receipt of an acceptance certificate shall constitute acceptance on part of the Client. Production use shall be defined as the use of the application in an environment that includes Client's system of record database. Notwithstanding the foregoing, in the event a scope of work expressly states that Client may use an application in a production environment prior to acceptance, use the application as detailed in the scope of work shall not constitute a violation of this provision. Once acceptance is given on any deliverable, any further modifications required of Contractor for that accepted deliverable shall result in a change in scope as provided in Article 5 of this Agreement.

ARTICLE 5 CHANGES TO SCOPE OF WORK

- a. Adjustment to Scope.** Client may at any time, by written order, make changes within the Scope of Work as set forth in each Task Order. If such changes cause an increase or decrease in the cost of, or time required for, performance of Contractor's services under this Agreement, an equitable adjustment shall be made in the fixed fee, and the Task Order shall be modified in writing accordingly, using the form provided in Attachment B, attached hereto and made a part hereof.
- b. Scope Change Order.** Services performed at Client's request which are different than those defined in the applicable Task Order, including additions, modifications or deletions, shall constitute a Change-of-Scope, which will be documented by a scope change order to be approved

by both parties, using the form provided in Attachment B, attached hereto and made a part hereof. Project members may discuss or make arrangements for changes in the schedule or scope, but any verbal or written communication between or among Client and Contractor project personnel shall not be construed as a modification to the conditions of this Agreement unless a formal modification is executed using the scope change order form provided.

ARTICLE 6 COMPENSATION AND INVOICES

a. Fixed Fee for Tasks. Client shall pay Contractor the fixed fee for each task performed as outlined in the applicable Task Order. If changes in the schedule are made by consent of both parties that affect the completion of tasks or change the order of the tasks that affect milestone acceptance, the Contractor has the right to invoice based on a partial milestone completion percentage. In the event any work task is not 100 percent complete, Contractor will submit sufficient documentation to assure the Client that Contractor has satisfactorily performed such tasks. This preliminary acceptance for payment in no way abrogates Contractor's responsibility to correct any errors in compensated work tasks. The maximum amount that Contractor may be paid for each task, unless otherwise provided by written authorization from Client, shall be as specified in the Task Order.

b. Milestone Payments and Out-of-Pocket Expenses. All Milestones will be defined in each Task Order prepared and approved by both parties. Each Milestone payment amount includes the labor plus any out-of-pocket expenses. The Contractor will submit an invoice and Milestone Acceptance Form (Attachment C, attached hereto and made a part hereof), identifying the Milestone delivered, and the expected amount. The Client will have 15 days to approve or reject the Milestone Acceptance form, the signature of which constitutes acceptance of the deliverables within the Milestone. Failure on the part of Client to reject the Milestone within 15 days will constitute acceptance. Invoice terms are 30 days net, following receipt of invoice. The Contractor will provide bank wiring instructions for wire transfer. Any invoices that are past due are subject to additional interest of 8% per year calculated monthly.

c. Exclusive of Shipping, Handling, and Taxes. All prices are based on Contractor standards for software and services, and do not include shipping, handling or taxes. Client shall make a payment to Contractor for the allowable costs invoiced no later than 30 days after receipt of each invoice by Client. Client agrees to notify Contractor within 15 working days of receipt of invoice if preliminary acceptance for payment has not been authorized.

ARTICLE 7 INDEMNIFICATION

a. General Indemnity. The Contractor agrees to make payment of all proper charges for labor required in the aforementioned work and Contractor shall indemnify Client and hold it

harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Agreement; or the negligence of the Contractor in the performance of its duties under this Agreement, or any act or omission on the part of the Contractor, his agents, employees, or servants. Contractor shall defend, indemnify, and save harmless the Client or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the Client or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of Contractor's duties under this Agreement, or through the negligence of the Contractor in the performance of its duties under this Agreement, or through any act or omission on the part of the Contractor, his agents, employees, or servants.

b. Copyright and Intellectual Property Rights. At Contractor's expense as described herein, Contractor shall indemnify, defend and hold Client and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that Contractor agrees to in settlement of such claim. Contractor shall also reimburse Client for all reasonable expenses incurred by Client in respect of such claim. To qualify for such defense and payment, Client must: (i) give Contractor prompt written notice of such claim; and (ii) allow Contractor to control, and fully co-operate with Client in the defence and all related negotiations. Contractor's obligation under this Section is conditional upon Client's agreement that, if the professional services become, or in Contractor's opinion (as stated in writing to Client by Contractor) is likely to become the subject of an infringement claim, then Client shall permit Contractor, at Contractor's expense, either to procure the right for Client to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in the Client's environment. Contractor shall have no obligation with respect to any claim to the extent it is based on (i) Client's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by Contractor; (iii) custom programming for which Contractor does not develop the specifications or where the code at issue is supplied by Client. This subsection states Contractor's entire obligation to Client regarding intellectual property right infringement.

c. Data for Work Execution. It is understood among the parties that the Contractor is relying solely upon information, data, records, documentation, and maps already in existence and copy made available through public record or confidential sources by the Client to the Contractor with which to perform its obligation under this Agreement, and that the resulting work product is informational only and may not be relied on as a substitute for documents of records.

ARTICLE 8 INSURANCE

a. Insurance Coverage. Contractor shall maintain in force, throughout the term of the Contract or any extension thereof, insurance with the following coverage and limits:

1. If applicable Automobile insurance in the amount of not less than one million dollars (\$1,000,000). Such policy shall provide that it shall not be cancelled except upon thirty (30) days prior written notice (by registered mail) to the Client.
2. Professional Errors and Omissions insurance in the amount of not less than one million dollars (\$1,000,000). Such policy shall provide that it shall not be cancelled or amended so as to reduce or restrict coverage except upon thirty (30) days prior written notice (by registered mail) to the Client.
3. Commercial General Liability Insurance on an occurrence basis with limits of at least one million dollars (\$1,000,000) inclusive for both bodily injury (including death) and property damage for each occurrence including the following extension: Products and Completed Operations, Blanket Written Contractual, Personal Injury, Broad Form Property Damage, Employer's Liability, Owner's and Contractor's Protective Liability and Non-Owned Automobile Liability. Such policy shall: (i) Contain a severability of interest clause and cross liability clause between the Contractor and the Client; (ii) Be primary, non contributing with, and not in excess to any insurance available to the Client; (iii) Provide that it shall not be cancelled or amended so as to reduce or restrict coverage except upon thirty (30) days prior written notice (by registered mail) to the Client.

b. Insurance Certificates. At the Client's request, Contractor will provide certificates of insurance to Client upon execution of this Agreement for Commercial General Liability and Business Automobile Liability insurance, as defined in Section 8a. above.

c. Workers Compensation. Contractor shall ensure that, with respect to all persons performing the services, Contractor and its subcontractors maintain in effect at all times during performance of the services, coverage or insurance in accordance with the applicable laws relating to Workers' Compensation.

ARTICLE 9 CONFIDENTIAL INFORMATION

a. Confidential Information. Client and Contractor acknowledge that in the course of this Agreement each will have access to and/or be in possession of each other's confidential information. As a public entity, all information provided by and to Client is governed in accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law all information are in the public domain.

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Marking information as proprietary or confidential does not guarantee confidentiality. The City may have to disclose such information if required by law or court ruling and that in the event of a legal challenge to the confidentiality of any item marked as such the Contractor will be expected to defend its claim of confidentiality and indemnify Client against any expenses it incurs due to a challenge.

b. Proprietary Protection. Each party shall have sole and exclusive ownership of all right, title, and interest in and to its confidential information. Client and Contractor also hereby agree to use the same reasonable efforts to protect each other's confidential information as each uses to protect its own confidential information and shall only use the information for the purposes described in each task order.

c. Collaboration Web Server. As detailed in Article 3c. above, all project related documents will be posted on Contractor's collaboration server which is accessed through the Internet. As required by this Article 9, Contractor will take all reasonable efforts to secure this server. However, Client understands that there is a risk associated with posting and accessing any information on the Internet. Should any unauthorized access of this server occur, Contractor shall not be liable to Client unless such a breach was the result of Contractor's gross negligence.

d. Requirement to Disclose. Client shall not disclose or direct Contractor to disclose information related to methods or processes entitled to protection whether protected by this Agreement or otherwise. If confidential information is required by law, regulation, or court order to be disclosed, the recipient must first notify the disclosing party and permit the disclosing Party to seek an appropriate protective order.

ARTICLE 10 SUBCONTRACTORS

At the time subcontracted services are anticipated, the Contractor shall notify the Client of the nature of, and need for, such services and identify the proposed subcontracting firm in the Task Order. The Contractor must receive approval in writing from the Client prior to utilization of any subcontractor other than the parties listed in the Task Order.

ARTICLE 11 TERM AND TERMINATION

a. Contract In Force. This Agreement shall continue in force until completion of all services required of Contractor, unless terminated by Client or Contractor pursuant to the provisions herein.

b. Termination For Cause. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under

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this Agreement through no fault of the terminating party. In the event the Contractor is in default under this Agreement because it fails to fulfill any material contract obligation under this contract, Client shall give written notice to Contractor of its default and in the event the Contractor has not remedied the default as soon as possible, but no later than thirty (30) calendar days from the Contractor's receipt of said notice the Agreement may be terminated; provided that no such termination may be effected unless the other party is given: (1) not less than fifteen (15) working days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party in order to correct any such default prior to termination.

c. Termination for Convenience. This Agreement may be terminated in whole or in part in writing by Client for its convenience, provided that no such termination may be effected unless Contractor is given: (1) not less than ten (10) working days written notice of intent to terminate, and (2) an opportunity for consultation with Client prior to termination.

d. Delivery Following Termination. Upon receipt of a notice of termination, Contractor shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to Client all finished or unfinished documents and all information which have been accumulated, or prepared by Contractor in performing services under this Agreement.

e. Payment Following Termination. Contractor shall be paid on a pro rata basis for work completed under this Agreement through the effective date of termination including any associated wind-down expenses incurred by Contractor, all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations.

f. Persistence of Property Rights. Upon any termination of this Agreement, Client may take over the work and prosecute the same to completion by Agreement with another party or otherwise. The provisions of Article 12, Property Rights, shall apply.

g. Suspension of Work. If, prior to completion, work under this agreement is stopped or suspended by Client, Contractor shall be paid on a pro rata basis for work completed under this Agreement through the effective date of suspension, including any associated wind-down expenses incurred by Contractor, and all return travel and subsistence expenses associated with returning Contractor employees and/or subcontractors to their permanent duty locations. In addition, prior to restarting work, both Parties will negotiate a change in scope as provided in Article 4 to address any necessary additions in time or expense to complete the work as a result of the suspension. Suspension of work will not terminate this agreement. All other terms and conditions of this Agreement shall remain in force until such time as work is resumed or terminated as provided in this Article, such period of time not to extend beyond ninety (90) days from the issuance of the Suspend Work Order without the mutual consent of both parties.

ARTICLE 12 PROPERTY RIGHTS

a. Use of Proprietary Skills, Tools, and Data. Each party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed or used in the performance of the services described herein. Nothing in this Agreement shall be construed as restraining either party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement.

b. License To Use. Contractor grants to Client, subject to the terms of this Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables (as defined in Attachment A, Scope of Work) solely for Client's internal business purposes. Client shall include Contractor's copyright notice and any other legend of ownership on all copies of the Deliverables as such notice appears on the originals. The services and Deliverables delivered hereunder are not "work for hire". With the exception of the portions of Deliverables that contain data (either spatial or non-spatial) relating to the land, facilities and customers of Client, Contractor shall own all right, title, and interest to such services and Deliverables.

c. Excluded Uses. Client shall not make, sell, translate, export, license, sublicense, localize, use with any time-sharing or for service bureau arrangements, or transmit to any person outside of Client's internal business organization the Deliverables.

d. Provision Against Derivation of Source Code. Client shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code of the core product used in conjunction with the Deliverables.

e. Retention of Patentable Rights. Any patentable or unpatentable discoveries, ideas, including methods, techniques, know-how, concepts, or products ("Invention"); or any works fixed in any medium of expression, including copyright and mask work rights ("Works of Authorship"); or any other intellectual property created by Contractor during the course of the Services and provision of Deliverables shall be the sole and exclusive property of Contractor. With respect to any Inventions of Client relating to Contractor's software, Client hereby grants and agrees to grant Contractor an irrevocable, royalty-free, nonexclusive, worldwide right and license, with right to sublicense, use, make, sell, offer to sell, or import such Inventions for any purpose, whether or not patented in the country of such past or intended use. Client agrees to disclose promptly to Contractor (i) each Invention relating to the Contractor software and made or conceived by Client's Inventors during the term of this Agreement and (ii) of any decision to file a patent application with respect to such Invention and the country or countries in which such application will be filed.

f. Ownership. Except as set forth in Section a. above, no direct or indirect ownership interest or license rights in Inventions, Works of Authorship or other intellectual property including software or patents are granted or created by implication in this Agreement.

g. Performance of Similar Service. Contractor may perform the same or similar services for others, including providing the same or similar conclusions and recommendations, provided that Client's Confidential Information is not disclosed.

ARTICLE 13 REMEDIES

It is mutually agreed that all claims, counterclaims, disputes, and matters in question between the Client and Contractor arising out of or relating to this Agreement or the breach thereof will be decided by negotiation between the two parties. Any dispute which is not settled to the mutual satisfaction of the parties within 20 days from the receipt of notice of a dispute shall be settled in court whose venue shall be Lake County, Florida. Venue for any legal proceedings at the Federal level shall be the United States District Court for the Middle District of Florida.

ARTICLE 14 RECORDS, ACCESS, AUDIT

a. Inspection. Contractor shall maintain records of performance under this Agreement and make these records available for inspection and audit by Client.

b. Audit. Audits conducted pursuant to this Article shall be in accordance with generally accepted auditing standards and established procedure and guidelines of the reviewing or auditing agency.

c. Term. Records maintained under terms of the above shall be maintained and made available during performance of services under this Agreement and until three years from date of final payment. In addition, those records which relate to any dispute, appeal, litigation, or the settlement of claims arising out of such performance or costs of items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

ARTICLE 15 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or company other than Contractor employees have been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; nor has Contractor paid or agreed to pay any person other than Contractor employees, company, corporation, individual, or firm any fee, commission, contribution, donation, percentage, gift, or any other consideration contingent upon or resulting from award of this Agreement. For any breach or violation of this provision, Client shall have the right to terminate this Agreement without liability.

ARTICLE 16 FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Any delays beyond the control of either party shall automatically extend the time schedules as set forth in this Agreement by the period of any such delay.

ARTICLE 17 LIMITATION OF LIABILITY

Contractor's liability, including the liability of any Subcontractors or Affiliates, to Client in contract tort, strict liability or otherwise regarding the Services or Deliverables provided under this Agreement, is limited to the total value of the Task Order which is the basis for the liability. In no event will, Contractor, or any Subcontractor or Affiliate be liable for any indirect, special, or consequential damages, including lost profits, even if advised of the possibility of such damage or loss. The Parties expressly acknowledge and agree that they have entered into this Agreement, including the prices herein, in reliance upon the limitations of liability specified herein, which allocate the risk between Contractor and Client. If any remedy hereunder is determined to have failed in its essential purpose, all limitations of liability, disclaimers and exclusions of warranty and damages set forth in this Agreement shall remain in effect. The limitation of liability stated in this Article shall not apply to Contractor's intellectual property infringement indemnification obligations under Article 7.b. or to damages resulting from personal injury, death or property damage to tangible physical property which results from Contractor's or any Subcontractor's or Affiliate's negligence or willful misconduct. For the purpose of this Article, "Affiliate" shall be defined as the parent company and ultimate parent company of a Party, and its subsidiaries, and all other companies or business entities in which any of the above entities own or possess a controlling interest.

ARTICLE 18 GOVERNING LAW

The laws of the State of Florida shall govern the interpretation of this Agreement.

ARTICLE 19 ASSIGNMENT

Any attempt by Contractor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Client shall be void provided, however, that claims for compensation due or to become due to Contractor from Client under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to Client.

ARTICLE 20 NOTICE

Any notice required or permitted to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or mail delivery as follows:

TO CLIENT:

TO CONTRACTOR: Telvent USA Corporation
Legal Department
4701 Royal Vista Circle
Fort Collins, CO 80528

Either party may change its representative or address above by written notice to the other.

ARTICLE 21 NON-HIRE

It is hereby mutually agreed that Client will not solicit, hire, or contract with any employee(s) of Contractor's staff who are associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the Client to Contractor.

ARTICLE 22 TAXES

a. Taxes. Services, products, and data provided for under this Agreement are quoted exclusive of all state, local, and other taxes or other charges (other than income taxes payable by Contractor). In the event such taxes and/or charges become applicable to Contractor's Services, products, or data, Client shall pay any such applicable tax upon receipt of written notice that is due.

b. Failure to Pay Taxes and Fees. If Client fails to pay any fees under this Agreement, or any taxes, duties, levies or assessments, Client shall pay all reasonable expenses incurred by Contractor in collecting these sums, including reasonable attorney's fees, interest and penalties.

ARTICLE 23 HIGH RISK ACTIVITIES

The Deliverables provided under this Agreement and any approved Task Order are not fault-tolerant and are not designed, manufactured, or intended for use or resale for use for insurance underwriting or with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, emergency response, terrorism prevention or response, life support, or weapons systems ("High Risk Activities"). CONTRACTOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

ARTICLE 24 WARRANTY DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SPECIFIC TASK ORDER, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE, OR WARRANTIES OF TITLE AND AGAINST INFRINGEMENT.

IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, CONTRACTOR DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CONTRACTOR, OR ITS VENDORS. IF SUPPLIED BY CONTRACTOR OR ITS VENDORS, CONTRACTOR BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE

DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. CLIENT IS RESPONSIBLE FOR THE QUALITY OF DATA AND VERIFYING THE ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 25 IMMIGRATION AND ENTRY REQUIREMENTS

If this Agreement requires performance of Services in Client's or another country outside the United States, Client shall assist Contractor in obtaining all necessary licenses, permits, authorizations, and passes, including but not limited to professional visit passes and/or employment passes issued by the national immigration agency under the national immigration law of such country, and any other clearances required, in a timely manner to support performance under this Agreement. Contractor's performance is contingent upon the foregoing, and in the event that Contractor is unable to obtain such in a timely manner, or that any of such are later withdrawn, Contractor's performance schedule, and any other necessary terms of this Agreement shall be equitably adjusted.

ARTICLE 26 WAIVER

The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

ARTICLE 27 SEVERABILITY

If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

ARTICLE 28 SURVIVAL

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The terms and conditions of this Agreement regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

This Agreement represents the entire understanding of the parties as to the subject matter herein. No prior oral or written understanding shall be of any effect with regard to these matters. Any change or modification of this Agreement including but not limited to a change under Article 4 (Changes to Scope of Work) shall be made only upon written consent of both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written.

THE CITY OF LEESBURG, FLORIDA
(Client)

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TELVENT USA CORPORATION
(Contractor)

By:  _____

Printed: Drew Dittol

Its: 1 Director of Commercial Services

Date: November 3, 2011

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ATTACHMENT A
Sample Task Order
Task Order No. _____

In accordance with the terms and conditions of the Agreement (Contract No. ____) between _____ (Client) and Telvent USA Corporation (Contractor), this Task Order authorizes delivery of the Services and Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work:
2. Contract Type (FFP or T&M):
3. Total Task Order Value:
4. Delivery Schedule or Start/End Date(s) for Each Deliverable:
5. Special Considerations:
6. Client Project Manager:
Client Contract Administrator:
Contractor Project Manager:
Contractor Contract Administrator:

ACCEPTED AND AGREED:

(Client)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TELVENT USA CORPORATION
(Contractor)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TELVENT

ATTACHMENT B Contract Scope Change Order

CHANGE ORDER ID	STATUS	PRIORITY	ENTERED BY
SUBJECT		APPLICATION	ENTRY DATE
DESCRIPTION			
COST ESTIMATE			
SCHEDULE IMPACT			

(Client)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Modification Date:

Telvent USA Corporation
(Contractor)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**ATTACHMENT C
Milestone Acceptance Form**

MILESTONE / TASK ID	DATE COMPLETED	DATE DELIVERED
MILESTONE / TASK DESCRIPTION		
LIST OF DELIVERABLES or DETAIL DESCRIPTION (For multiple deliverables, list each deliverable, brief description, date completed/delivered and method.)		
INVOICING and PAYMENT INFORMATION (per Contract Terms and Conditions)		

MILESTONE COMPLETION—
For TELVENT USA CORPORATION.:

(Project Manager or Authorized Representative)

Title

Date

Distribution (Miner and Miner):
Project Manager
Accounting
Project File

ACCEPTANCE—
For <CLIENT>:

(Project Manager or Authorized Representative)

Title

Date

Distribution (<CLIENT>):
Project Manager