



ROAD, SPRINGFIELD, NEW JERSEY 07081-3186 • TEL: 973-379-7400 • FAX: 973-379-2138 • e-mail: customerservice@qeiinc.com

MASTER STATION SOFTWARE SERVICE AGREEMENT

Agreement dated this 1st day of March 2011 (the "Effective Date") between QEI, Inc., with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Leesburg, PO Box 490630 Leesburg, FL 34748 - 0630 (the "Customer").

The parties agree to the attached terms and conditions as follows:

QEI will provide the following services under this Agreement with respect to the Customer's TDMS-Plus computer software ("the QEI Computer Software").

1. Software assistance via a system diagnostic modem, including correction of any problems found in the SCADA software, and Master Station Software updates as necessary.

QEI will be responsible for all associated problems with QEI Software. Software support provided by QEI due to an HP Hardware failure will be billable if the HP system is not covered under a QEI / HP Service Agreement.

2. Database assistance, including writing, entering and editing support, via telephonic communication and diagnostic modem interface.
3. Service to be furnished by QEI under this Agreement does not include any on-site field service. However, if the customer shall desire QEI to furnish on-site field service, such service will be provided at the published per diem rate plus expenses.

All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

In no event shall QEI be liable for any indirect, consequential, incidental or special damages, including but not limited to lost profits, or down time arising out of or related in any respect to the services provided.

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$6,255.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, INC.

CITY OF LEESBURG

By: _____

By: _____

Date: _____

Date: _____

Attest: _____



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RTU HARDWARE SERVICE AGREEMENT

Agreement dated this 1st day of March 2011 (the "Effective Date") between QEI, Inc., with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Leesburg PO Box 490630 Leesburg, FL 34748 - 0630 (the "Customer").

The parties agree to the attached terms and conditions as follows:

QEI will provide the following services under this Agreement with respect to all QEI RTU manufactured hardware.

1. Factory Service, including parts, labor, check out and recalibration, as needed, on all QEI manufactured RTU Hardware delivered shipping prepaid to QEI, to restore such QEI RTU hardware to good working order with QEI being responsible for the shipping and handling costs of returning all QEI Hardware serviced to the Customer.
2. Telephone/Modem assistance to the customer in isolating malfunctioning QEI RTU Hardware.
3. Services to be furnished by QEI under this Agreement do not include any on-site field service. However if the customer shall desire QEI to furnish on-site field service, such service will be provided at the published per diem rate plus expenses.
4. RTU software configuration and Database support are not included.
5. In cases where a RTU Printed Circuit Board is determined to be unreparable by QEI, a 40 percent discount from the list price will be offered for replacement or equivalent product.

All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

In no event shall QEI be liable for any indirect, consequential, incidental or special damages, including but not limited to lost profits, or down time arising out of or related in any respect to the services provided

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$4,671.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, INC.

CITY OF LEESBURG

By: _____

By: _____

Date: _____

Date: _____

Attest: _____



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CONFIGWIZ SOFTWARE SERVICE AGREEMENT

Agreement dated this 1st day of March 2011 (the "Effective Date") between QEI, Inc., with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Leesburg PO Box 490630 Leesburg, FL 34748 - 0630 (the "Customer").

The parties agree to the attached terms and conditions as follows:

QEI will provide the following services under this Agreement with respect to all QEI manufactured processor panels using Configwiz Software.

1. Unlimited telephone support on QEI RTU software
2. RTU configuration for local I/O and IED's
3. Correction of RTU software problems via telephone or modem.
4. RTU database assistance as required.
5. RTU Software updates as necessary.

QEI does not accept any responsibility for the setup, configuration or operation of third party equipment, i.e. IED's, PLC's, RTU's, etc. Software support provided by QEI, due to a failure of third party's equipment will be billable at our published per diem rate.

This contract is not intended to be a substitution nor alternative to attending formal training. Formal training is strongly recommended.

All services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

In no event shall QEI be liable for any indirect, consequential, incidental or special damages, including but not limited to lost profits, or down time arising out of or related in any respect to the services provided

The term of this Agreement will be for a period of twelve (12) months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$2,822.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, INC.

CITY OF LEESBURG

By: _____

By: _____

Date: _____

Date: _____

Attest: _____



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HARDWARE/SOFTWARE SERVICE AGREEMENT ADDENDUM “Onsite Support”

Agreement dated this 1st day of March 2011 (the “Effective Date”) between QEI, Inc., with offices at 60 Fadem Road, Springfield, New Jersey 07081 (“QEI”) and City of Leesburg, PO Box 490630 Leesburg, FL 34748 - 0630 (the “Customer”).

The parties agree to the attached terms and conditions as follows:

Onsite support must be taken as a single 5-day trip, portal to portal.

Onsite support must be scheduled a minimum of two weeks in advance.

All associated costs due to short notice, rescheduling and or trip cancellation will be the End User’s responsibility.

Should the support not be performed during the policy year, no credit or refund will be provided.

Onsite support availability is Monday through Friday, 8-hours per day, portal to portal, (excluding holidays). Weekend support will be at the published per diem rate plus expenses.

In no event shall QEI be liable for any indirect, consequential, incidental or special damages, including but not limited to lost profits, or down time arising out of or related in any respect to the services provided

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$9,592.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, INC.

CITY OF LEESBURG

By: _____

By: _____

Date _____

Date _____

Attest : _____



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QEI / HP HARDWARE SERVICE AGREEMENT

Agreement dated this 1st day of March 2011 (the "Effective Date") between QEI, Inc., with offices at 60 Fadem Road, Springfield, New Jersey 07081 ("QEI") and City of Leesburg PO Box 490630 Leesburg, FL 34748 - 0630 (the "Customer").

The parties agree to the attached terms and conditions as follows:

HP Equipment Corporation will provide the following services under this Agreement with respect to all identified HP equipment, with the exception of laptop computers.

1. On-site service for all HP hardware owned or leased by the Customer (as identified in attachment A)
2. Within twenty-four hours of a telephonic communication from the customer, HP/ QEI will respond.
3. All Services to be furnished hereunder will be provided from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays).
4. QEI will provide all coordination with the customer and HP.
5. Telephone/modem assistance to the customer in isolating malfunctioning HP equipment.

In no event shall QEI be liable for any indirect, consequential, incidental or special damages, including but not limited to lost profits, or down time arising out of or related in any respect to the services provided

The term of this Agreement will be for a period of 12 months after the Effective Date, unless otherwise terminated by either party as provided in this Agreement.

The Customer agrees to pay for the services as described in the amount of \$1,757.00 dollars on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed by the parties hereto as of the date written above.

QEI, INC.

CITY OF LEESBURG

By: _____

By: _____

Date: _____

Date: _____

Attest: _____

**ATTACHMENT A
CITY OF LEESBURG
HP EQUIPMENT LIST**

18-Dec-09

- 1 -

ITEM	QTY	MODEL # & DESCRIPTION	SERIAL #
1.	2	AB333A Itanium rx2620 Server	USE4712CL5 USE4712CL6