TRAFFIC CONTROL CORPORATION

10435 ARGONNE WOODS DRIVE
WOODRIDGE, IL 60517
P: 630-543-1300 F: 630-543-5050

QUOTATION

Number 649795

Page: 1 of 1

To:	10248		
	LAKE COUNTY DOT		
	600 WINCHESTER ROAD		
	LIBERTYVILLE IL 60048 USA		

		Quote Date:	1/16/2023	Expires:	3/1/2023
		Terms:	NET 30 BASED ON APPROVED CREDIT		
		FOB:	DESTINATION-FRT INCLUDED		
Attn:		Salesperson:	BRIAN PLUM		
Email:		Email:	BPlum@TCC1.com		
Phone:	847-377-7400	Fax:	Phone:	(630) 768-1006	

Letting Date:		Location:	LAKE COUNTY DOT
Book / Call / Item:		Description:	5 YEAR SMA - January 1, 2023 - December 31, 2027
Contract No:			

Part Number / Description	Unit Price	Qty/UM	Net Price
SMA	89,500.00	1.00 EA	89,500.00

5 YEAR SMA, BASIC, January 1, 2023 – December 31, 2027
BASIC- Provides for:
 One annual upgrade for the supported software. Upgrades will be performed via a remote connection
provided by the Agency.
 Technical support of system software via telephone, email, Tech Support Site, or remote access provided
by the Agency.
 Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

*Full Payment for 5 Year term is required at commencement of Agreement

Item Total:		89,500.00
Misc Charges and Adjustments:		0.00
Quote Total:		**89,500.00**

Software Maintenance Agreement

This agreement is for Centracs software maintenance to be provided by Econolite Control Products, Inc. (hereafter referred to as "Econolite") to Traffic Control Corporation, (hereafter referred to as "Distributor") as follows:

PRODUCTS COVERED

This Agreement covers systems maintenance support of the base Centracs system software licensed to the Lake County, IL (hereafter referred to as "Agency") being supported by the Distributor. [750 Centracs licenses, Synchro Module]. This Agreement does not cover third party commercial off the shelf (COTS) software (even if that software is required for correct system operation), system hardware, communications equipment, or field equipment and software unless that software falls under the base Centracs system software license Agreement.

PERIOD OF COVERAGE

This coverage is valid for five (5) years from the commencement date of this Agreement. This Agreement shall automatically renew at the end of each term for a successive one (1) year term unless either Party gives written notice of its intention not to renew sixty (60) days prior to the expiration of the current term.

COVERAGE

Econolite provides two options for continued software support and annual upgrades:

BASIC – Provides for:

- One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Agency.
- Technical support of system software via telephone, email, Tech Support Site, or remote access provided by the Agency.
- Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

PREMIER – Provides for:

- One annual upgrade for the supported software. Upgrades will be performed via a remote connection provided by the Agency.
- System Health Monitoring. A third-party application is used to collect data from the Centracs Software, the Centracs Database, the Centracs System Servers and the Centracs System Network that can be reviewed to identify anomalous system behavior.
- Cloud backup of Core database
- Technical support of system software via telephone, email, Tech Support Site, or remote access provided by the Agency.
- Dedicated Web Port Access. Ability to view open tickets, open new tickets, see status updates.

TECHNICAL SUPPORT

Technical support and service from Econolite shall be coordinated through the Distributor and the Distributor shall be the first contact for all support calls. In the event the Distributor is unable to provide the required technical assistance, the Distributor will contact Econolite for additional support. Support from Econolite will be provided by remote access provided by Distributor or Agency unless on-site support is requested by Distributor, Agency or Econolite deems necessary. In the event on-site support is provided, Econolite, at its option, may invoice for time, travel and lodging as identified in the provisions below.

TECHNICAL SUPPORT HOURS OF OPERATION:

8:00am to 5:00pm (Mountain Time) / Monday – Friday except for holidays recognized by Econolite.

Support requests received outside normal hours of operation are generally responded to within twenty-four (24) hours.

TECHNICAL SUPPORT CONTACT INFORMATION:

Local Account Manager or,
Phone: 714.630.3700 or 800.225.6480 or,
Online at www.econolite.com

PROVISIONS

1. An invoice shall be submitted to Distributor prior to the expiration of the current coverage. To be paid to Econolite according to standard Distributor terms.

2. Annual pricing is subject to change. Econolite will provide Distributor with a quote indicating annual pricing, including any discount for Distributor's prompt agreement to renew, prior to the end of the renewal term.

3. Distributor shall ensure the Agency maintains internet access, or VPN (Virtual Private Network) connection for remote access to the system by Econolite. Econolite will provide support services by means of remote access. Such means may include, without limitation, remote access to Agency computer(s), remote telephone consultations, and the provision of written documentation and other materials to Agency, by mail or electronic means. Response time for requests for remote support shall be kept under twenty-four (24) hours.

4. Distributor working with Agency acknowledges that it must grant access to Econolite in order for Econolite to install a third-party application to collect data that can be used by Econolite to monitor the performance of Centracs and related hardware components and to provide backup protection. Econolite shall install the application upon Agency's grant of access.

5. In the event Econolite deems Agency's hardware, operating system, or other third-party software insufficient for installation of an Upgrade Release, then Distributor working with Agency shall be responsible for the cost and installation of any new hardware or software as may be required

6. In the event Econolite identifies a fault or failure in software or hardware not covered under this Agreement, which affects the operation of the ATMS, then Distributor working with the Agency agrees to take prompt action to correct such faults and failures. Upon correction of said failures, Econolite shall ensure that the ATMS is restored and operational within five (5) working days.

7. In the event Econolite identifies a fault or failure in Centracs system software covered under this Agreement, which affects the operation of the ATMS, Econolite shall ensure that the system is restored and operational within five (5) working days. If the failure is due to third party hardware or software provided by Econolite, Econolite will ensure that the system is restored within five (5) days of the third party replacing or repairing the items which they supplied.

8. This Agreement may be voided at the option of Econolite if Distributor or Agency modifies any part of the ATMS Centracs system software where source code has been provided. Econolite will determine, in its discretion, if these modifications impede the ability to provide continued support and system upgrades.

9. A software upgrade may require hardware and third-party COTS software (e.g. operating systems, database servers, drivers, etc.) upgrades to ensure the performance and functionality of the system. Econolite will provide details of minimum system requirements and the system will be upgraded at Distributor's cost to meet or exceed these requirements at least one week prior to the base ATMS software upgrade.

10. An upgrade may not support all the functionality of the previous version of the ATMS. Prior to the upgrade, Econolite will provide Distributor with release notes for the new product that describes new and modified functionality. It is not anticipated that any core functionality will be lost, however support for obsolete field devices may not be included in future system upgrades.

11. There shall be no third-party applications loaded onto any server, workstation or laptop accessing or forming part of the ATMS which interfere with the operation or installation of the ATMS Centracs system software. In the event that a third-party software does affect the operation or installation of the ATMS Centracs system software, the Agency shall be required to uninstall the third-party software.

12. This Agreement specifically excludes damage to the ATMS caused by the following: accident, unusual physical, electrical, electromechanical stress, neglect, misuse, failure of electric power, environmental conditions, transportation, or operating with operating systems, media or other software programs or use with hardware not approved by Econolite.

13. Econolite is not responsible for obsolescence of the ATMS that may result from changes in Agency computer or informational needs requirements or from changes in Agency's operational hardware or software programs.

14. Econolite shall maintain all ownership rights in any enhanced Centracs software developed and provided by Econolite to Distributor or Agency under this Agreement. Econolite shall license such enhanced Centracs software for use by Distributor or Agency pursuant to the terms and conditions of the base Centracs system software licensed to Agency.

15. Econolite warrants the ATMS will perform as defined in the published product specification provided that: (a) the ATMS is used only with the hardware approved by Econolite and in accordance with Econolite's documentation and use instructions; (b) the hardware is in good operating condition at all times and is installed in a suitable operating environment and is regularly maintained in accordance with the user documentation provided by Econolite or the manufacturer; (c) any error or defect in the ATMS is not caused by Distributor or Agency, its employees, agents, contractors, or any third party.

16. The third-party application(s) used to a secure offsite backups of the core Centracs database configuration and to collect data to monitor the performance of Centracs and related hardware components is provided "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OR TRADE. ECONOLITE'S MAXIMUM LIABILITY UNDER ANY LEGAL THEORY, INCLUDING BREACH OF WARRANTY, TORT, OR OTHERWISE, RELATED TO THE INSTALLATION AND USE OF THE THIRD-PARTY APPLICATION SHALL IN NO EVENT EXCEED THE AMOUNTS PAID BY DISTRIBUTOR TO ECONOLITE UNDER THIS AGREEMENT.

17. Major system upgrades that include new features and functions also include new ATMS user manuals. New documentation is not generated for minor system upgrades to correct errors.

18. Any lawsuit pertaining to any matter arising under or growing out of this Agreement shall be instituted in the State of California.

19. This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of Distributor and Econolite.

20. No supplement, modification or amendment of this Agreement or waiver of the provisions thereof shall be binding unless executed in writing by Distributor and Econolite. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

21. In the event any action in law or equity, arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and other costs reasonably incurred in such action or proceeding.

22. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

23. In the event any of the provisions of this Agreement shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full effect and shall control.

24. Any provisions of this Agreement prohibited by the law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

25. Should any obligation of either party hereunder (except with respect to timely payment of invoices) be delayed by events beyond such party's control, including but not limited to, natural or man-made disasters, strikes, government actions or regulations, failure of a third party to comply or conform or inability to obtain labor or materials through its regular sources, that party's time for performance shall be extended by the period of delay upon approval by Distributor.

26. Any provision which by its nature shall survive the expiration, cancellation or early termination of this Agreement shall survive the expiration, cancellation or early termination of this Agreement.

Software Maintenance Levels & Benefits

BASIC – Provides for:

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