



LimeWare
Company, Inc.

foxrayTM

Commercial Proposal

Presented to

CITY OF SPARKS

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1 Executive Overview

1.1 Summary

LimeWare Company are pleased to present this commercial proposal to City of Sparks for **foxray™**, the most comprehensive Foxboro I/A DCS Documentation and System Management Tool.

foxray™ is a comprehensive documentation and system management tool, centered around the Foxboro I/A Distributed Control System. This tool is designed to document the Foxboro I/A DCS so that:

- Proactively manage changes make to the I/A system with complete Change Tracking monitoring, User alerts to changes that have been made and a complete MOC (Management Of Change) workflow process to document a change
- The integrity of the entire system can be maintained
- Dynamic data such as Alarms, SOEs and Operator Actions can be analyzed and incorporated into plant root cause analysis procedures to improve the process performance and safety
- Problems related to the configuration can be quickly and accurately resolved
- Alarm system can be properly managed in order to maintain compliance with the EEMUA standards
- System health can be proactively monitored and maintained to insure that the system is performing properly. This also includes the monitoring of the MESH network for network storm related issues.

foxray™ covers any instance where either configuration data can change plus some dynamic data such as Alarms, Operator Action Journal (OAJ), etc. that would be of aid to the user when documented.

The value of any productivity tool is the added features it offers the user, which reduces analysis and maintenance time and increase the efficiency of required tasks. **foxray™** was designed to add productivity features which are not offered in the Foxboro system and other third party products. Some of the particular benefits from **foxray™** are as follows:

- Increase Personnel Productivity 20% - 30%
- Increased Reliability, Safety and reduce plant trips
(Avoid 1 trip and the investment more then pays for itself)
- Regulatory Compliance saving – Audit Savings reduction of at least 40%
- Safe guarding of knowledge that was created to configure the system
- Aids with Governmental Cyber Security (US-CERT) issues such as NERC and ISA99.

2 Proposal Summary

2.1 Scope of Service

LimeWare foxray™ Installation and Configuration

- LimeWare Company will install and configure **foxray™** on an appropriate server at City of Sparks for each site referenced in this proposal.
- LimeWare Company will install and configure **foxray™** client software on client PCs at City of Sparks for each site referenced in this proposal.

LimeWare foxray™ Training

- LimeWare Company will provide a training course on the use of **foxray™**. This training is open to all personnel that wish to attend and generally lasts one to two days.

Installation Sites

- City of Sparks.

2.2 Customer Resource Requirements

Control Engineer: Designated Administrator should be continuously available to monitor the software installation, configuration and training (Approximately 2 days).

IT Engineer: Must be responsible for setting up the firewall and all other network requirements for the client access to the Foxray server.

2.3 Schedule

LimeWare will determine together with City of Sparks the best schedule for the project. LimeWare will be prepared to start the project between 3 and 8 weeks after receiving the purchase order.

2.4 Software Maintenance Service (SMS)

The Software Maintenance Service is an annual maintenance support contract that ensures software updates and support to protect the client's investment.

The SMS includes:

- Free major software upgrades
- Free minor software updates and bug fixes
- Unlimited technical support by telephone
- Access to LimeWare's foxray Forum
- Access to our support webpage (<http://support.limewarecompany.com>)
- Interactive Web based **foxray**™ training.

Limeware shall automatically submit an invoice for the SMS every twelve months from the anniversary date to renew the SMS for the next year.

Note: SMS does not include "on-site" work or expenses.

2.5 Proposal Validity

This proposal is valid for 30 days from the proposal date.

2.6 System Requirements

The following Software and Hardware are required and must be supplied by City of Sparks to support the software included in the scope of this proposal:

Server Hardware:

- CPU: 2.6 Ghz Processor with DUAL CORE or higher
- Hard Disk: 500 GB minimum
- RAM Memory: 4GB minimum
- 2 Network Cards
- DVD-RW

Client Hardware:

- CPU: Pentium 4 - 2GHZ minimum. P4 3GHZ recommended
- Widescreen Monitor Recommended for better experience
- RAM Memory: 256MB minimum. 512MB Recommended

Server Software (must be ENGLISH Versions)

Windows 7 Pro (preferred) or Windows XP Pro XP2 -> if less than 10 concurrent users

OR

Windows 2008 (preferred) or Windows 2003 -> if more than 10 concurrent users

Include FTP Server on all models as well as PDF reader and Antivirus (Freeware or Client Request Commercial Package, ex: McAfee).

Client Software (must be ENGLISH Versions)

- Microsoft Windows 7, Windows XP, Windows 2000 or Windows 2003.

Limeware can provide the foxray server.

2.7 Pricing Summary

This proposal covers the following items:

- 1 License for **foxray™** (per CP License type)
- **LOGIN** Function License
- 1 year of Software Maintenance Support

All prices in this proposal are referenced in US Dollars.

The **foxray™** system is offered at the following pricing:

Table 2-1: Pricing Summary

#	Price Component	Price (US\$)
1	LimeWare foxray™ Software Licensing & 1 st Year SMS (20 CP's & 0 Integrators)	\$ 32,286
2	LimeWare foxray LOGIN feature for Change Tracking (Optional)	\$ 8,072
3	Installation and Training Services (Estimated 2 days)	\$ 2,640
4	Reimbursable Travel & Living Cost (Fix Cost)	\$ 3,500

Note: Pricing is net to LimeWare and exclusive of any applicable taxes, duties and tariffs.

3 Detailed Pricing Tables

3.1 Software Licensing

Software license fees for the proposed system are provided in the table below.

LimeWare can provide annual software maintenance and support (SMS) agreement for 15% of standard license fees. The SMS agreement will cover software product technical support and version upgrades. The first year of software maintenance and support is included.

License Type Definitions

License types are defined as follows:

Per Controller (CPs)/Integrators License: The Licensed Product may be installed on one server to document a fixed number of Controllers/Integrators.

Site-wide License: The Licensed Product may be installed on an unlimited number of servers at the specified site, for the Foxboro I/A networks at the specified site and independent of the number of networks and Controllers/Integrators.

Note: There are no concurrent user limits for any license types. The following software licenses are included in the scope of this proposal:

This License is a "Per Controller/Integrator License" and is for 20 CP's and 0 Integrators.

3.2 Services

The following table provides the required service pricing:

Table 3-1: Project Services Pricing

#	Item	Total Cost (US\$)
1	Site Installation and Training (Estimate 2 Days - 1 LimeWare Engineer)	\$ 2,640
Total Service Cost		\$ 2,640

3.3 Service Rates

Service rates are priced in the table below.

Table 3-2: Engineering Rates

#	Basic Hourly Rates	Price/Day/Engineer (US\$)
1	Application Engineer (1 Engineer)	US\$ 165/hour

Rates exclusive of any applicable taxes.

4 Terms & Conditions

4.1 Payment Terms

Pricing is based on the following milestone schedule:

Table 4-1: Payment Milestone Schedule

Payment	Milestone
100% of License Fees	At Receipt of Invoice
100% Installation Fees	Termination of Software Installation
100% Training Fees	Termination of Training Services

4.2 Contract Terms & Conditions

Any order resulting from this proposal will be subject to the appended LimeWare Company, Inc. General Conditions of Sale for LimeWare Products.

4.3 Purchase Order

Please reference the following information in the purchase order:

- Limeware Proposal Number
- The name, billing address, phone number(s) and email address of the relevant Accounts payable person for this project

The purchase order should be sent to:

LIMEWARE SERVIÇOS DE SOFTWARE LTDA.

Attn: Donald James Cruse

Av. Carlos Gomes, 1001 Conj. 703

Porto Alegre, RS 90480-004 - BRAZIL.

All electronic wire fund transfers must include the company name, contract number and/or purchase or work order number, and invoice number.

Appendix A: General Conditions of Sale

LIMEWARE SERVIÇOS DE SOFTWARE LIMITADA

GENERAL CONDITIONS OF SALE FOR LIMEWARE PRODUCTS

The conditions of sale stated herein shall be an integral part of any contract resulting from a purchase order placed upon "LimeWare Serviços de Software LTDA" (herein after "LimeWare Company"). Any statement made on any form issued by Purchaser shall not defeat the intent of these conditions unless specifically agreed upon in writing by LimeWare Company.

1. Scope

These general conditions apply to all offers, services and other operations of all kinds. Installing the LimeWare Company software and entering into relations with LimeWare Company implies the Client's acceptance of these GENERAL CONDITIONS and the renunciation of his own general conditions, where these may exist, and which in no case are enforceable against LimeWare Company. In the event the Client's general conditions should contain a clause similar to the present, only the LimeWare Company GENERAL CONDITIONS shall apply. The LimeWare Company GENERAL CONDITIONS apply to all relations between LimeWare Company and the Client until the time of notification of their amendment. All services shall be rescinded as of right in the event the Client fails to comply with any of the conditions of operation stipulated in these GENERAL CONDITIONS. The fact that a Client has not read and accepted the LimeWare Company general conditions in his mother tongue cannot result in their unenforceability with regard to the said Client.

1. Licensing

foxray™ License line item will be shipped and invoiced upon receipt of the Purchase order. The License is Non-Transferable.

2. Ownership

The Software is and remains the exclusive property of LimeWare Company and is protected by intellectual property law worldwide and throughout the duration of the protection period granted for software and creations protected by copyright. The software product may not be freely copied or distributed; see the **foxray™** Licensing Agreement for details.

3. Governing Laws

In the event of a dispute between the Client and LimeWare Company arising out of these conditions, the parties shall endeavor to reach an amicable settlement through negotiations conducted by high-level representatives of both sides. In the absence of an amicable settlement, save where an arbitration agreement is reached, the dispute may be the subject of legal proceedings. The legal limitation on the Client's actions shall be one year.

These general conditions are governed, interpreted and enforced in accordance with United States of America law. The courts of Nevada, USA will have sole jurisdiction for any dispute that may result in the interpretation or application of this contract. IN WITNESS WHEREOF Buyer and LimeWare Company have executed this Agreement the day and date first set forth above. Your signature below and initials at the bottom right of each page will show acceptance of this proposal LimeWare Company will also sign and initial this document. LimeWare Company will retain the signed originals at our office and will provide copies for your reference.

4. Taxes

Client is responsible for any sales taxes, value-added taxes (VATs) or other local taxes due.

5. Intellectual Property Rights

The Client acknowledges that the content provided by LimeWare Company on the client site, the content of the Software installer, the presentation of the Client Service (graphic arts, structure, mapping, etc.), titles, photos, videos, animations, Software, music, sounds, banners or advertising and the logo (hereinafter collectively referred to as "the original material") of LimeWare Company or of advertisers are the property of the latter and are protected by industrial and intellectual property rights. Consequently, the Client may not adapt, digitize or modify, personally or by a third party, the original material, reproduce or have reproduced by a third party the original material on any type of medium (notably books, newspapers, brochures, advertising leaflets, post cards, CD-ROM or any other electronic medium) in any format (ordinary, luxury, paperback or hardback, of any size, in limited edition or otherwise, diskette, cassette, etc.) and communicate or make public, personally or by a third party, the original material, including by audiovisual means or telemetric.

6. Product Support

LimeWare Company will provide support as long as needed by the end user for STANDARD SOFTWARE PRODUCTS if Client is current with respect to Client's Maintenance Fees. It is LimeWare's policy that functionally equivalent Software Products will be available to support and/or upgrade Standard Software Products. New Releases of Standard Software will be offered periodically under the Maintenance Agreement (Note Section 7).

7. Software Maintenance and Support

Maintenance and Support services are not included in the price of the product unless agreed upon by LimeWare Company.

8. Limitation of Liability

Limeware will not accept liability for consequential damages.

9. Acceptance

Acceptance of this Contract, whether by written acknowledgement or by performance by Limeware, shall be upon the terms and conditions hereof; no other terms and conditions shall be binding on Limeware without written approval thereof.

CITY OF SPARKS

LIMEWARE SERVIÇOS DE SOFTWARE LTDA

Signature

Signature

Name (Type or Print)

Name (Type or Print)

Title

Title

Date

Date