



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 26-82

Date Posted: May 26, 2026

Written Response Due Date: June 2, 2026

This is not a formal solicitation and there are no submissions required. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: Aveva Software Renewal**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$46470.24**
- **VENDOR: INSOURCE SOFTWARE SOLUTIONS INC**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@northportfl.gov. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov. This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored.



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

Capital? (?) No Yes**PRR-EX (?) *** No Yes**FY ***

2026

Type code ***Preparer**

Karen Nix

Pre-Director Approver(s) (?)

	Name
1	Michelle Tipp

Department *

UTILITIES

Division(s)

WATER

Commission Meeting? * Yes No**Commission Override (?)** Yes No**Purchase****Payment Method *** Visa Purchase Purchase Order
 Payment Authorization**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Renewal annual support and maintenance agreement for Wonderware SCADA platforms at the water and wastewater plants

Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.**

Exemption Explanation (?) *

This software is specialized and as such, only and authorized vendor may offer sales and support services. The only authorized vendor for the Wonderware platform is Insource Software Solutions.

Steps taken to verify these goods and/or services are not available elsewhere (?) *

A sole Source letter was obtained from the vendor.

Other vendors that were contacted (?) *

No other vendor was contacted as we have been going to the sole source since 2013.

Additional Approvals**Grant? *** Yes No**Technology Related? (?) *** Yes Renewal No**Exemption****Reason ***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

 Patent, copyright or unique design restrictions. (Sole Source) Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

- Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

- Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

- When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

- Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

- Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

- The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

- Other: None or some of the above apply. Provide detailed justification below.

Explanation *

This software is specialized and as such, only an authorized vendor may offer sales and support services. The only authorized vendor for the Wonderware platform is Insource Software Solutions

Original Purchase (?) *

01/01/2013

Standardization cannot be on the first purchase.

Agreement in Place? *

Yes No

Supporting backup *

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

CoNP 2026.pdf

93.48KB

DemandStar

For Purchasing Division

Date Posted

Sole/Single Source Number

Effective Date

Expiration Date

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Wonderware annual maintenance and support - WTP	\$\$	23,235.12	\$1.00	\$23,235.12
2	Wonderware annual maintenance and support - WWTP	\$\$	23,235.12	\$1.00	\$23,235.12

Shipping (?) *

\$0.00

Total Charges

\$46,470.24

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		420-6061-533.46-01		\$23,235.12
2		420-6062-535.46-01		\$23,235.12

Total Payments

\$46,470.24

Comments to Budget (?)

Backup Attachments



Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.

Additional Backup

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

Wonderware_License_Renewals_InSource_Solutions_035376.v1.18 (1).pdf

742.17KB

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NavILine.

Vendor Name *

INSOURCE SOFTWARE SOLUTIONS INC

Vendor Number *

5823

Vendor Name CST

Contact

Vendor Email

mbaldwin@insourcess.com

Remittance Address

PO BOX 72804, RICHMOND, VA 23235-2804

Phone

804-419-0674

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$46,470.24

City Inclusive (?) *

Highest Approver (?) *

FD and CM will be skipped on the back end, as needed.

We have prepared a quote for you



SMR: City of North Port-North Port, FL: 06/08/2026

QUOTE #035376 V1

PREPARED FOR
City of North Port



804.378.8981 brudnicki@insourcess.com www.insource.solutions

Friday, January 23, 2026

City of North Port
Steve Szeplaki
ATTN: Finance Department 4970 City Hall Blvd
North Port, FL 34286-4100
sszeplaki@northportfl.gov

Dear Steve,

Thank you for your partnership.

At InSource, our mission is to help organizations operate smarter, stronger, and more competitively. We understand that success in today's environment requires more than just the right software or hardware—it requires a trusted partner who can bring together technology, services, and expertise to deliver sustainable results.

For years, we've worked alongside clients across many industries, providing solutions that improve productivity, reduce complexity, and support long-term growth. We take pride in being more than a provider—we strive to be an extension of your team, ensuring that every engagement delivers measurable value.

We're also committed to the future. By investing in innovation and supporting the next generation of professionals, we work to strengthen not only our clients but the industries and communities we serve.

We look forward to continuing to earn your trust and helping you achieve your goals.

To place your order:

Please send your purchase order to orderentry@insourcess.com or by fax to **804.378.8970**.

Note: When sending purchase orders, please include a copy of your company's tax-exempt certificate (if applicable), as this omission could delay your order.

Madeline Fichman
Sales Support Specialist
Richmond, VA



804.378.8981 brudnicki@insourcess.com www.insource.solutions

Option 1: CF Maintenance Renewal

Item	Description	Price	Qty	Ext. Price
CF-Standard-Renewal	AVEVA Wonderware Customer FIRST - Standard Level Software Maintenance - Renewal.	\$41,300.65	1	\$41,300.65
1 CF-STANDRD-R-WW	Customer FIRST - Standard - Renewal - WW HMI SCADA		1	
2 FLEX-C-St-1-R	AVEVA Flex-Cloud-Customer FIRST Standard 1 Yr Renew - 276 Flex Credits	\$5,169.59	1	\$5,169.59

Subtotal: **\$46,470.24**

Option 2: 3 Year FLEX Subscription

*Optional

Item	Description	Price	Qty	Ext. Price
<i>A signed Multi-Year Billing Agreement is required with the purchase of a 3-Year Flex Subscription</i>				
3 FLEX-St-1-S	AVEVA Flex-Customer FIRST Standard Year 1 of 3 - 2816 Credits/Year Includes 276 Flex Credits for AVEVA Insights	\$50,265.60	1	\$50,265.60
4 FLEX-St-1-S	AVEVA Flex-Customer FIRST Standard Year 2 of 3 - 2816 Credits/Year Includes 276 Flex Credits for AVEVA Insights	\$52,778.88	1	\$52,778.88
5 FLEX-St-1-S	AVEVA Flex-Customer FIRST Standard Year 3 of 3 - 2816 Credits/Year Includes 276 Flex Credits for AVEVA Insights	\$55,410.43	1	\$55,410.43

*Optional Amount: **\$158,454.91**



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InSource InSider

Item	Description	Price	Qty	Ext. Price
	<p>InSource InSider is an annual subscription that is designed to empower your team to continually improve the AVEVA infrastructure that your operations depend on. As a subscriber, you have “insider” access to our organization to:</p> <ul style="list-style-type: none">• Leverage “Schedule an Expert” hours to have our team to help you with your most challenging development or system maintenance needs.• Upskill your team with unlimited access to our product training.• Access the expertise amassed over hundreds of man years via an invite-only forum that is carefully curated and monitored.• Query our AI-driven chat tool to quickly identify relevant information from official product documentation and thousands of closed support cases.• Access pre-built content and sample code that our team has developed for our own needs.• Get complimentary passes to our annual client event that includes updates on our technologies and hands-on labs. <p>InSource InSider pricing is per-site. If you need a multi-site or enterprise plan, contact our sales team to get a tailored quote.</p>			
	<p>You can find a full list of our Training Offerings here: https://insource.solutions/insource-training/</p> <p>Our up-to-date Training Calendar is available here: https://insource.solutions/events/</p> <p>For details about InSource Insider, please visit: https://insource.solutions/service/insource-insider/</p>			



804.378.8981 brudnicki@insourcess.com www.insource.solutions

SMR: City of North Port-North Port, FL: 06/08/2026

Quote Information:

Quote #: 035376
Version: 1
Delivery Date: 01/23/2026
Expiration Date: 02/21/2026

Prepared for:

City of North Port
Steve Szeplaki
ATTN: Finance Department 4970 City
Hall Blvd
North Port, FL 34286-4100
sszeplaki@northportfl.gov

Account Executive:

Richmond, VA
Brandon Rudnicki
804. 581.5112
brudnicki@insourcess.com

Prepared by:

Richmond, VA
Madeline Fichman
919.670.4252
mfichman@insourcess.com

Quote Summary

Description	Amount
Option 1: CF Maintenance Renewal	\$46,470.24
Total	\$46,470.24

*Optional Expenses

Description	Amount
Option 2: 3 Year FLEX Subscription	\$158,454.91
Optional Subtotal	\$158,454.91

Your order is ready to be processed after we receive your purchase order at orderentry@insourcess.com or by fax at 804.378.8970.

Taxes, Shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

In certain circumstances, tariffs may impact the pricing of products and services relied upon by ISS from its vendors. In such a case where a Quotation is affected by a tariff after its issuance, ISS reserves the right to withdraw its Quotation and offer a new Quotation based upon pertinent impacts of tariffs.

Effective 7/1/24: Where applicable by law, a 2% surcharge will be assessed when paying by credit card. This surcharge is not greater than our cost of acceptance. To avoid the fee please remit payment via ACH (InSource preferred method), debit card, or check.

Payment Terms: Net 45



Delivery and Payment Terms

General Delivery Terms

- Software/Maintenance: 3-5 Business Days for Electronic Delivery.
**Requests for physical delivery of software (when available) must be made at time of order.*
- Hardware: Due to continued port issues and product shortages, we have received notice from our vendors to expect delays until further notice. We are closely monitoring orders and will provide updates regarding shipments as they are received.

For purchases of custom items, our vendors may provide a confirmation drawing for approval after order receipt but prior to order fulfillment. Requests for edits, modifications, or other changes may require a new quote and a revised purchase order.
- Services: Services are scheduled first-come, first-serve based on receipt of purchase order. Within 4 weeks of receipt of purchase order, client will be contacted to establish a mutually agreeable start date and/or project schedule. Client requests of high urgency needs will be handled on a case-by-case basis subject to elevated rates.
- Onsite Training: Date to be negotiated after receipt of order, but generally no sooner than 30 days from date of order receipt
- FOB: Shipping Point – Freight is prepaid and added to invoice

Standard Payment Terms

NOTE: You may receive separate invoices for individual Products, Maintenance, Training, and/or Services

- Products/Maintenance: Net 30 Days from date of invoice with approved credit/credit limit
- Training: Pre-pay or payment of invoice prior to class attendance
- Services: Net 30 Days from date of invoice with approved credit/credit limit.
Time & Expense Services are priced for use during standard business hours. A minimum billing of 8 hours is required at receipt of order for contracts less than 40 hours. A minimum of 25% is required for contracts of 40 hours or more. Any unused hours automatically expire one year after issue of PO and are not subject to refund. Hours used after the initial minimums are billed as consumed and invoiced monthly.
Fixed Cost Services (including Ready to Go Services) invoiced 50% at time of order and 50% upon project completion.
Travel and Living Expenses billed separately and at cost.

Remit to Address

InSource Solutions
PO Box 72804
Richmond, VA 23235



Multi-Year License Subscription Billing Schedule

InSource Multi-Year License Subscription Billing Schedule

This Multi-Year License Subscription Contract ("Contract") provides the following fixed, annual pricing schedule for the use of AVEVA software ("Software").

This is an addendum to Quote# 35376 v1 ("Quotation") and InSource Software Solutions, Inc.'s ("ISS") Terms and Conditions appended hereto. This Contract is applicable to the following location: City of North Port, **Site ID 132071**, 5655 North Port Blvd, North Port, FL 34287.

("Client"). All capitalized terms and phrases used herein but not otherwise defined shall have the same meanings given to them in the Order. All provisions of the ISS Terms and Conditions not otherwise addressed herein shall remain unchanged and in full force and effect.

This Contract is valid from Date of Purchase and grants to Client a three-year subscription to use the AVEVA software ("Subscription") noted herein.

Subscription Contract Payment Terms:

Contract Year	Invoice Date	Payment Due (due not later than Subscription Term start date)	Annual Subscription Payment Schedule
Year 1	Within 3-5 Days of receipt of PO	30 Days from date of ISS Invoice	\$50,265.60
Year 2	Invoice will be sent to Client thirty (30) days prior to the commencement of the subsequent Subscription term	30 Days from date of ISS Invoice	\$52,778.88
Year 3	Invoice will be sent to Client thirty (30) days prior to the commencement of the subsequent Subscription term	30 Days from date of ISS Invoice	\$55,410.43

1. The Subscription renewal invoice will be sent to Client thirty (30) days prior to the commencement of the subsequent Subscription term. The invoice payment is due not later than the start of the new Subscription term. If payment is not received prior to the beginning of the new Subscription Term start date, then the subscription will be terminated, and the balance of the full amount is immediately due.
2. If additional Subscription licenses are purchased during the term of this Contract, there will be an additional cost to add those licenses to the existing Subscription at the time of Software purchase. Different pricing or subscriptions terms may apply
3. This Contract and the Subscription(s) will take effect upon 1) the date of later signature below and 2) the appending of an original purchase order for all the items quoted on Quote# 35376 v1.
4. New FLEX Subscriptions:
 - a. Virtual credits purchased by the Client may be redeemed to create a license file allowing access and use of a variety of interchangeable products. Credits will be allotted to respective twelve calendar month periods (each a "Year"). Once activated, licenses begin consuming Credits on a monthly basis as prorated against the annual Credit consumption schedule listed for that product.
 - b. To the extent permitted by applicable law, at the end of each year, any Credits not consumed will be lost and cannot be carried over into the next Year of the subscription.
 - c. If at any time the credit consumption exceeds the contracted level during the subscription term, the customer will be required to purchase Top-Up Credits. These credits are used to reconcile the negative balance, with the associated costs being prorated and co-termed to the existing invoice schedule.
 - d. "Right to use" and "right to access" licenses under the AVEVA Flex Credit program include Support without an additional fee. Clients will not have an option to obtain licenses without also obtaining support. In the event the Client wants higher levels of support, they may select either the Premium or the Elite support for a corresponding upcharge in their subscription over their chosen tiered price.
5. FLEX Modernization Offering or CustomerFIRST Migrations to FLEX Subscription:



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- a. If Client chooses not to renew their FLEX Subscription at the end of the first 3-year term, Client will migrate back to a traditional Perpetual license model. The cost to migrate back to Perpetual licensing will be equal to 80% of the license value acquired during the term of the FLEX Subscription Agreement. Any FLEX license acquired during the term will be reverted to its closest perpetual equivalent, if one exists. In the event a perpetual equivalent does not exist, Client will be required to discontinue use of the FLEX license immediately.
- b. The 80% fee to reinstate to perpetual cost will not factor in Client install base owned prior to entering into the Enterprise Subscription.
- c. Note: For each Perpetual License converted by Client to a FLEX Software Subscription License, the FLEX Software Subscription License will replace the corresponding Perpetual license, and such Perpetual license will be terminated.

The undersigned agrees to all subscription terms listed above for items purchased under Quote# 35376 v1.

Please indicate Purchase Order method by checking one of the following:

Client is providing one (1) Purchase Order for all years of the Subscription Term Dates.

Client is providing Purchase Orders annually for each year of the Subscription Term Dates. PO must be received by Invoice Date listed above.

Please sign below and return to InSource Solutions:

City of North Port

InSource Software Solutions, Inc. (dba InSource Solutions)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Priority. These Terms and Conditions govern the sale and purchase of the Products, Software and/or Services as defined herein that are provided by InSource Software Solutions, Inc. ("ISS") as set forth in the applicable Quotation or Purchase Order (collectively, the "Order") to Client (as identified in the Order). These Terms and Conditions constitute an integral part of the contract between ISS and Client for the purchase of the Products, Software and/or Services set forth in the applicable Order. By signing the Order or any similar ordering document, Client shall be deemed to enter into a purchase order for the subject Products, Software and/or Services and to agree and acknowledge specifically that (a) Client has read and understands and agrees to these Terms and Conditions; (b) that the Order (or similar ordering document), including these Terms and Conditions, constitutes a "writing signed by Client" under any applicable law or regulation; and (c) Client consents to the electronic delivery of the disclosures contained in these Terms and Conditions. Any changes in these Terms and Conditions must be specifically agreed to in writing signed by an authorized officer of ISS. In the event of a conflict between these Terms and Conditions and different terms and conditions set forth in an Order, these Terms and Conditions shall prevail unless the inconsistent term in the Order expressly states otherwise. All capitalized terms and phrases used herein but not otherwise defined shall have the same meanings given to them in the Order.

Definitions.

- **"Perpetual License"** is a license for computer software that is not limited in duration.
- **"Product"** means the computer hardware that Client purchases from ISS. The Product may be sold directly by ISS, or through ISS by a third party.
- **"Services"** means the relevant combination of the Software Services, Technical Services, and Technical Support & Maintenance.
- **"Software"** means the software offered as an FTP download or other direct provision that is loaded onto Client's hardware or into an environment owned or controlled by Client.
- **"Software Services"** means the software provided by ISS either as a hosted, cloud-based or remote solution. ISS controls the hardware upon which the Software Services are loaded and from which the Software Services are provisioned to Client.
- **"Solution"** or **"Solutions"** means the content, methodologies, hardware, software, deliverables, or documentation provided to Client pursuant to any Order.
- **"Technical Services"** means the professional services provided to Client on a time & materials, or other agreed upon basis.
- **"Technical Support & Maintenance"** means the services through which ISS supports Client's use of the Software & Software Services.

Term and Termination. The Term of any Order shall be as set forth in the Order. If not otherwise specified, the Term shall commence as of the date of execution of the Order and expire at the later of the date ISS receives final payment for all Products, Software, Solutions, and/or Services provided, or the date ISS completes its provision of the applicable Products, Software, Solutions, and/or Services that are the subject of the Order. Orders accepted by ISS may be canceled by Client only with the written consent of ISS (which ISS may withhold) and upon payment of reasonable cancellation or restocking charges as specified in the applicable Order. ISS shall have the right to cancel any order or to refuse or delay the shipment or provision thereof for failure of Client to make payments due or for any acts or omissions that delay or impair ISS's performance. In the event of bankruptcy or insolvency of Client, or in the event any proceeding is brought by or against Client, voluntarily or involuntarily, under any provision of the Bankruptcy Act or any insolvency law, ISS shall be entitled to cancel any order then outstanding, at any time during the period allowed for filing claims against the estate, and shall receive reimbursements for its reasonable and proper cancellation charges. The Ownership, Intellectual Property Indemnification, Governing Laws, Disclaimer of Warranty, Limitation of Liability provisions and those other provisions that by their nature are intended to remain in effect after the termination of the applicable Order shall survive such termination or expiration. Upon termination of the Order, Client will no longer have access to the Solution as defined herein. Furthermore, ISS reserves the right to suspend Client's access to the Solution in the event of late renewal, restoring access upon payment in full. ISS also reserves the right to revise these Terms and Conditions upon commencement of any new Term.

License. Solutions—and components thereof—are licensed, not sold to Client. As between ISS and Client, ISS shall be the sole and exclusive owner of all right, title, and interest therein, including without limitation, all copies thereof, all updates and other modifications thereto, and all intellectual property rights therein, whether suggested, created, made, or provided by ISS, Client, or Client's affiliates, and users of the Solution shall not acquire any right, title, or interest in any Solution or components of it. To the extent that any of these parties has or does acquire any such right, title, or interest, Client, on behalf of itself and its affiliates, shall assign and hereby assigns it to ISS.

1) **Subscription.** ISS may offer its Solution on a subscription basis ("Subscription") for a time period agreed to by the parties pursuant to the applicable Order. For such Subscriptions, Client will be assessed the fee agreed upon by the parties for that Subscription period.

a) AVEVA FLEX Subscriptions:

- i) Virtual credits purchased by the Client may be redeemed to create a license file allowing access and use of a variety of interchangeable products. Credits will be allotted to respective twelve calendar month periods (each a "Year"). Once activated, licenses begin consuming Credits on a monthly basis as prorated against the annual Credit consumption schedule listed for that product.
- ii) To the extent permitted by applicable law, at the end of each year, any Credits not consumed will be lost and cannot be carried over into the next Year of the subscription.
- iii) If at any time the credit consumption exceeds the contracted level during the subscription term, the customer will be required to purchase Top-Up Credits. These credits are used to reconcile the negative balance, with the associated costs being prorated and co-termed to the existing invoice schedule.
- iv) "Right to use" and "right to access" licenses under the AVEVA Flex Credit program include Support without an additional fee. Clients will not have an option to obtain licenses without also obtaining support. In the event the Client wants higher levels of support, they may select either the Premium or the Elite support for a corresponding upcharge in their subscription over their chosen tiered price.

b) AVEVA FLEX Modernization Offering or CustomerFIRST Migrations to FLEX Subscription:

- i) If Client chooses not to renew their FLEX Subscription at the end of the first 3-year term, Client will migrate back to a traditional Perpetual license model. The cost to migrate back to Perpetual licensing will be equal to 80% of the license value acquired during the term of the FLEX Subscription Agreement. Any FLEX license acquired during the term will be reverted to its closest perpetual equivalent, if one exists. In the event a perpetual equivalent does not exist, Client will be required to discontinue use of the FLEX license immediately.

- ii) The 80% fee to reinstate to perpetual cost will not factor in Client install base owned prior to entering into the Enterprise Subscription.
 - iii) Note: For each Perpetual License converted by Client to a FLEX Software Subscription License, the FLEX Software Subscription License will replace the corresponding Perpetual license, and such Perpetual license will be terminated.
- 2) **Perpetual License.** ISS may offer a perpetual license in the Solution. Payments for perpetual licenses are due according to the timeline elaborated in the relevant Order. If Client does not pay its license fee according to the ascribed deadline, ISS reserves the right to suspend access. Access to such items will be re-instituted upon full payment of any outstanding amounts relating to any perpetual license.

Quotation. Any quotation ("Quotation") issued by ISS is firm for thirty (30) days from the Quotation Date unless otherwise set forth on the cover page of such Quotation. The pricing in the Quotation applies only to the Product, Software, Solution, and/or Software Services type and quantity set forth therein. ISS may, at its option, change the Product, Software and/or Services pricing and other terms for any subsequent sales of the applicable Product, Software and/or Software Services after the initial Quotation. Quotations are based in part on prices offered by ISS's vendors. In certain circumstances, tariffs may impact the pricing of products and services relied upon by ISS from its vendors. In such a case where a Quotation is affected by a tariff after its issuance, ISS reserves the right to withdraw its Quotation and offer a new Quotation based upon pertinent impacts of tariffs.

Prices. The applicable prices are only those specified in the Order and, unless expressly specified therein, do not include applicable destination charges or taxes. Prices, as set forth in the Order, are subject to change when interruptions, delays, or changes in the quality, quantity or scope of the applicable Products, Software and/or Services are caused or requested by Client.

Taxes. In addition to the prices set forth in the Order, Client agrees to pay an amount equal to any and all applicable federal, state and local taxes, duties and other levies, which amounts shall be an additional charge to Client.

Title and Delivery. Any Products will be shipped FOB ISS's shipping location (whether an ISS facility or the facility of the third-party provider) at the cost of Client. In the absence of specific instructions from Client, ISS will select the carrier and, at its discretion, ship "collect" or prepaid, but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed to be an agent of ISS. Client must provide its own insurance for all such shipments. Title and risk of loss or damage to the applicable Products shall pass from ISS to Client upon their delivery by ISS to the carrier. Any claims for loss or damage or misdelivery shall be filed with the carrier.

Payment. Terms of payment shall be net thirty (30) days from date of invoice. Interest on late payments will accrue at a rate of 1.5% per month, or the highest rate allowed by law, if less. In case of return of any Product or Software in an Order by Client owing to defects covered by warranty, the invoice shall be paid within the term stated, for the amount corresponding to the quantity of Product and/or Software accepted. Notwithstanding the foregoing, Client shall not make reductions on the invoice unit price or quantities without prior written approval of ISS. Client shall pay ISS for all reasonable costs (including legal fees) of collecting payments that are overdue. Client shall not charge any service, licensing, or other fee to ISS related to invoice processing and shall pay or reimburse ISS for any such fee charged by any third party which Client requires ISS to use in connection with processing ISS's invoices to Client.

Credit Card Surcharge. ISS imposes a surcharge equal to 2% of the total transaction amount on credit card transactions, which is not greater than our cost of acceptance. Surcharges are not applicable for debit card transactions.

Cancellation. In the event of an alleged default by ISS, no cancellation by Client shall be effective unless ISS shall have failed to correct such alleged default within forty-five (45) days after receipt by ISS of written notice of default from Client. Once accepted by Client in writing, any order for Product, Software or Services pursuant to the applicable Order is firm and non-cancelable.

Inspection and Acceptance. All Software shall be deemed accepted by Client upon delivery. With respect to Technical Services, Client must notify ISS in writing of any deficiencies in the Technical Services within thirty (30) days of ISS's completion of the same, as set forth in the Order. All Technical Services shall be deemed accepted by Client after such thirty (30) day period elapses. Software Services shall be deemed accepted once accessed via the Internet.

Software and Solutions. Any and all Software and Solutions provided hereunder are provided pursuant to a non-exclusive, terminable, license. Nothing herein shall constitute the sale or purchase of any Software or Solution or grant Client any right, title or interest in or to any Software, Solution, or components of them, unless otherwise expressly provided in an Order. In all cases (e.g., whether the Software and Solution are ISS-developed products or whether the Software and Solution are third-party software that is sublicensed or distributed by ISS), Client shall be subject to and hereby agrees to comply with the terms and conditions of these Terms and Conditions and the applicable End User License Agreement ("EULA") or analogous document for that specific Software or Solution. Except with respect to payment terms, the terms and conditions of such software license or EULA shall control to the extent that any such terms and conditions conflict with these Terms and Conditions. The Software Services are governed by these Terms and Conditions and any online agreement presented to Client (including, without limitation, Client's employees, contractors, and agents) prior to initial use of the Software Services.

Services. To the extent that ISS provides Technical Services or Technical Support & Maintenance under the applicable Order, the following terms shall apply. Unless otherwise agreed in the Order, Technical Services shall be performed between the hours of 8:30 a.m. and 5:00 p.m. Eastern Time (provided that Services provided on site at Client's facility shall be performed during the above-listed hours in the time zone in which Client's facility is located). Services shall be provided on an eight (8) hour "person day" basis. When employees or contractors of ISS are required to travel outside the metropolitan areas of their primary work locations, Client shall reimburse ISS for reasonable travel and meal expenses actually incurred by ISS that have been authorized by Client in advance (provided, however, that any travel

expenses listed or estimated in an Order shall be deemed approved in advance). ISS shall itemize and include such travel expenses in its invoices to Client for Services, as set forth in the applicable Order. Upon Client's written request, ISS shall provide receipts or other appropriate documentation. For clarity, unless otherwise provided in an Order, these terms shall not apply to custom work performed under a master services agreement (including customization of Software provided in an Order), even if these Terms and Conditions are executed in addition to such agreement.

Ownership. ISS will retain all right, title and interest in and to all methodologies, processes, improvements, designs, tools, algorithms and information used by ISS to deliver the any of the Services (including, without limitation, the Software Services) hereunder ("Know-how"). Client agrees that ISS's Know-how constitutes Confidential Information (as set forth below), has tangible value and includes trade secret information of ISS. ISS shall retain all rights to the Know-how, including all copyrights therein, and no license to Client under any patent, copyright, trademark or other intellectual property right of ISS is either granted or implied by Client's receipt of any Know-how or ISS's use of any Know-how during the course of its provision of the Services hereunder.

Client agrees that all work performed by ISS pursuant to an Order shall be owned by ISS unless otherwise specified in an Order. ISS shall accordingly have the sole and exclusive right to seek registration of any work resulting from ISS's services under the terms of the Order with the United States Copyright Office as the sole author thereof.

Limited Warranty.

Products. ISS warrants only that Products sold and supplied by ISS or delivered shall conform to the standard physical characteristics for the applicable Products as defined within the applicable Product specifications supplied by ISS in connection with the Order. ISS warrants that the Products shall conform to the Product specifications for a period of one (1) year after the date of delivery to Client (the "Warranty Period"). If, during the Warranty Period, any Product is found to be defective in material or workmanship, ISS, at its option, shall replace or repair the defective Product; provided, however, that such repair or replacement is Client's sole and exclusive remedy for receipt of a defective Product. This warranty is non-transferable and applies only to the original purchaser of the Product(s); any resale of the Product(s) without the express, prior, written permission of ISS shall render this warranty void. This warranty does not extend to damage or wear caused by misuse, negligence, accident, corrosion, modification by the Client, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment or software.

Software. The warranty applicable to Software licensed by ISS to Client is set forth in the applicable EULA for the specific Software product that is the subject of such license. Client's sole and exclusive remedy for receipt of defective Software is as set forth in the EULA. A Client requiring the pertinent EULA may contact ISS at clientservices@insourcess.com.

Services. ISS warrants that the Technical Services shall be performed in a good and workmanlike manner and shall conform to the specifications, if any, set forth in the applicable Order. If Technical Services are found not to conform to the specifications within ninety (90) days from the time of completion of the Technical Services, ISS shall correct such defects, provided that written notice of a claimed defect is given promptly upon discovery and within the services warranty period. ISS's re-performance of any Technical Services found to be defective is Client's sole and exclusive remedy for receipt of any defective Technical Services.

Third Party Products or Software. ISS warrants Products or Software supplied by third parties only to the extent that such third parties allow ISS to pass through to Client the warranties of such third parties. To the extent permitted, ISS shall assign to Client any such applicable warranties. Client's sole remedy for a breach of such warranty shall be the remedy offered by and available from the third-party supplier. Products or Software from third parties which are not accompanied by third-party warranties are sold on an "AS IS" basis.

Disclaimer of Warranties. ISS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW, CONTRACT OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEROPERABILITY OR NON-INFRINGEMENT, ALL OF WHICH ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. ISS'S WARRANTIES AS HEREIN SET FORTH SHALL NOT BE ENLARGED, DIMINISHED, OR OTHERWISE AFFECTED BY, NOR SHALL ANY OBLIGATION OR LIABILITY OF ISS ARISE OUT OF ISS'S PROVIDING TECHNICAL SERVICES OR TECHNICAL SUPPORT & MAINTENANCE IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SOFTWARE SERVICES FURNISHED HEREUNDER.

Intellectual Property Indemnification. Client shall indemnify, defend and hold ISS harmless from and against any expenses, damages, costs or losses including attorneys' fees, resulting from any suit or proceeding instituted or claim asserted (including settlement of any of the foregoing)(collectively, "Claims"), for infringement of third-party patents, copyrights, trademarks or other intellectual property rights under the laws of the United States or any other nation, arising from (a) ISS's compliance with Client's designs or specifications; (b) the use of the Products or Software in any manufacturing or other process; or (c) the combination of the Products or Software with items not supplied by or specified by ISS.

Limitation of Liability. LIABILITY OF ISS TO CLIENT FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ANY ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE SHALL BE LIMITED TO THE PRICE SPECIFIED IN THE APPLICABLE ORDER FOR THE SPECIFIC PRODUCT, THE COMPONENT OF SOFTWARE OR THE SERVICE RENDERED THAT CAUSED THE DAMAGES OR THAT IS THE SUBJECT MATTER OF, OR IS DIRECTLY OR INDIRECTLY RELATED TO THE CAUSE OF ACTION. IN NO EVENT SHALL ISS BE LIABLE TO CLIENT OR OTHERS FOR LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF USE OR OTHER SPECIAL COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION THEREOF, WHETHER IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST CLIENT BY ANY THIRD PARTY. CLIENT ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES ARISING FROM OR IN CONNECTION WITH, THE USE OR MISUSE OF THE PRODUCTS OR SOFTWARE BY CLIENT, ITS EMPLOYEES, OR OTHERS.

Force Majeure. ISS will not be responsible or liable for any delay or failure in performance arising as a result of fire, accident, acts of God, acts of public enemy, war, labor disputes, failure or delays, transportation, inability to secure product, raw materials or machinery for the

manufacturing process, requirements or acts of any government or agency thereof, judicial action or other causes beyond ISS's control. In such event, ISS may defer performance for a period equal to the time lost by reason of the delay. If such time exceeds 45 days, ISS may by written notice to Client cancel the applicable Order as to any Products, Software or Services then undelivered without liability to Client.

Confidentiality. The parties recognize that, during the course of the provision of the Products, Software and/or Services, each of ISS and Client may have access to confidential or proprietary information belonging to the other party. The parties agree that any such confidential and proprietary information shall remain confidential. Each party agrees to use the same means it uses to protect its own proprietary or confidential information, but in any event, not less than reasonable means, to prevent the disclosure and protect the confidentiality of any of the following (collectively, "Confidential Information"): (a) written information received from the other party whether or not it is marked as confidential; and (b) oral or visual information disclosed by one party to another. Nothing in this Confidentiality provision shall prevent either party from disclosing Confidential Information that (i) is already known by the receiving party (so long as the Confidential Information was not received in violation of a previous confidentiality obligation of the receiving party or a third party); (ii) is publicly known or becomes publicly known without any breach of a confidentiality obligation by the receiving party; (iii) is received from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (v) is approved in writing by the disclosing party for disclosure. Nothing herein will prevent either party from disclosing the other party's Confidential Information if required by a government agency or court of law; provided, however, that the party obligated to disclose such information shall promptly notify the other party of such obligation and reasonably cooperate in obtaining a protective order or other confidentiality agreement. If the parties may not obtain a protective order or other remedy, the parties will only disclose such portion of the Confidential Information that is required, by law, to be disclosed, and the parties will use reasonable best efforts to obtain assurances that the Confidential Information will be protected from public disclosure.

Upon termination of the applicable Order and/or the completion of ISS's provision of any Services hereunder and/or a disclosing party's request, each party shall return or destroy all written, descriptive or tangible matter that contains or embodies the other party's Confidential Information. The parties acknowledge that any unauthorized use or disclosure of Confidential Information would result in immediate and irreparable harm to the disclosing party for which monetary damages may not be adequate. Accordingly, either party shall be entitled to seek equitable relief in order to prevent such unauthorized use or disclosure or stop an ongoing unauthorized use or disclosure without the necessity of seeking a bond or other security.

This Confidentiality obligation shall remain in effect for a period of two (2) years after termination or expiration of the Order to which these Terms and Conditions are attached; provided, however, that to the extent any Confidential Information also constitutes trade secret information, the obligations set forth herein shall remain in full force and effect with respect to such Confidential Information for so long as it remains trade secret under applicable law.

Assignment. Client will not assign or subcontract its order, any interest therein or any right therein without the prior written consent of ISS. Nothing herein shall prevent ISS from subcontracting its performance of any of the Services hereunder to any partner, affiliate or subsidiary or from assigning these Terms and Conditions to any affiliate or subsidiary or to any entity that acquires all or substantially all of ISS's assets or securities.

Governing Laws. Any dispute regarding the order (including the Terms) will be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to its conflict of laws' provisions). Client agrees that it will submit to the personal jurisdiction of the competent courts of the Commonwealth of Virginia in Richmond, Virginia and the courts of the United States sitting in the Eastern District of Virginia (Richmond Division), in any controversy or claim arising out of the sale contract.

Export Control. Client will comply fully with all export control laws and regulations of the United States Government and with any applicable laws and regulations of any other country and will indemnify, if requested, Company for any failure. Client agrees not to export or re-export either directly or indirectly any technical data furnished hereunder or the direct product of such technical data to any country that, as set forth in the Export Administration Regulations of the United States Department of Commerce, is prohibited.

Severability of Provisions; Waiver. In the event of any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any further right under this Agreement.

Independent Contractors. The relationship of the parties is that of individual independent contractors or of vendor and vendee and nothing contained herein shall be deemed to (i) create a joint venture or partnership among ISS and Client, or (ii) cause either party or any of their respective officers, agents or employees to be or become the agent or employee of the other party for any reason.

Employee Solicitation. Client shall not solicit or hire for employment the employees of ISS with whom the party had contact during the course of providing services. This obligation shall continue for a period of 12 months following the completion of the most recent work performed or contacted. If Client breaches its obligations the Client shall, as liquidated damages and as full and complete compensation for such breach, pay ISS an amount equal to twenty-five (25%) percent of the total gross earnings of ISS generated by the affected employee for the preceding twelve (12) month period.

Complete Agreement. The Order, including these Terms and Conditions and all attachments and documents incorporated by reference therein, constitutes the complete and exclusive statement of the terms and conditions of the contract between ISS and Client and supersedes all prior or contemporaneous agreements, representations and/or communications, either oral or written, between the parties hereto or any representative of such parties with respect to the subject matter hereof. No change to this contract or waiver of any provision hereof will be binding on ISS unless made in writing and signed by a duly authorized representative of ISS.

January 16, 2026

City of North Port
Attn: Michael Drennan
6644 W Price Blvd
North Port, FL 34287

REF: Representation of AVEVA Operator Interface Products

This letter is to certify that InSource Solutions is the only authorized distributor in the area of industrial operator interface products from AVEVA and the only company authorized by AVEVA to sell and support our products.

As the authorized distributor of AVEVA operator interface products in Florida, InSource Solutions is the only authorized distributor in the area for City of North Port to purchase AVEVA software, support, Flex subscriptions and training.



AVEVA industrial operator interface products and training needs may be procured and supported by contacting InSource Solutions. Please call me or anyone at InSource Solutions whenever we can be of service.

Sincerely,



Eric Talbott
AVEVA Software, LLC
Commercial Manager, Americas
Ph: 949-639-8609

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