April 22, 2025

Mayor Guy Titus
Board of Public Works and Safety
10 South State Street
Greenfield, IN 46140

Re: Greenfield Wastewater Utility – Asset and Work Order Management Software

Mayor and Board Members,

A Request for Qualifications for our asset and maintenance management software was sent to 4 different companies in March: Beehive Industries (our current vendor), Waterly, Llumin, and Allmax Software. Llumin, Inc. was the only company that returned a submittal. Jane and I met with the sales rep from Llumin to discuss their different pricing options and determined that their premium tier Core User license would be best suited to fit our needs. The proposal that has been included in this request provides the utility a total of 22 Core licenses and 5 LLite licenses. The differences between the 2 licenses are detailed in their pricing proposal. We would also receive a free "Quick Requestor" license that would provide a link, bar code, or QR code to allow anyone to submit a work request without having a login credential or user privileges. The total first year cost of the software would be as follows:

1. Annual subscription (22 Core Users and 5 LLite Users): $19,910.00
2. Premium Implementation Services (one-time fee): $11,400.00
3. Total First Year Cost: $31,310.00

At this time, it is my recommendation that we accept the proposal from Llumin, Inc. for our asset and maintenance management software. The submittal information, their proposal, and master subscription agreement have been included for your review. Please let me know if there are any questions or if any other information is needed at this time.
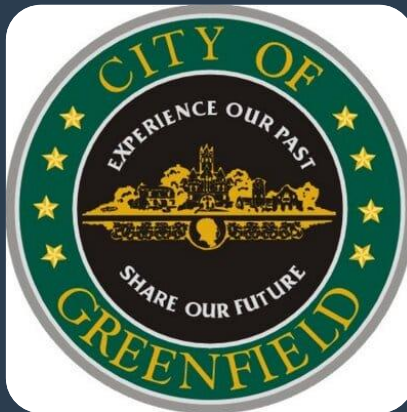
Best Regards,

Nicholas Dezelan, CHMM, ASP
Wastewater Utility Manager

Cc: Gregg Morelock – City Attorney
        Jane Webb – Utility Coordinator

LLUMIN CMMS+

Software Proposal
For
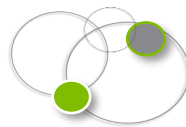
Introduction

Thank you for considering LLumin CMMS+ as your software solution. Throughout this journey, we have discussed your business goals and objectives, and we are confident our software will achieve your maintenance and asset management goals. Thank you for your thoughtful consideration, and please don't hesitate to reach out with any questions.

Business Requirements

- Ability to track in **REAL-TIME**, all critical assets as well as critical components.

- Improve **visibility** and risk management across **multiple locations** and Assets

- Inventory Management is crucial: Min/Max Functionality, that **automatically re-orders**, keeping critical parts on hand

- Organize status of equipment and assets in one centralized system and deploy a **TRUE Predictive Maintenance Approach – Utilizing Data Collection and Condition Assessment**

- **Serialized Tool Tracking of** critical parts, tooling, and supplies, within multiple locations and stockrooms.

- Capture **key metrics** to monitor the age and cost of equipment and infrastructure.

- **Facility View:** Provides quick and accurate visibility of plants and all Critical assets. Unlimited views for unlimited plants

- Easy-to-use mobile functionality for operators: **Any Mobile Device** (tablet or phone) Ability to work offline as easy as online. **"LIMITED CLICKS"** Ability to utilize Barcodes and QR Codes

- Requires the capabilities to Track, Monitor and Analyze hours on **ALL Work Orders**

- Ability to take Photos/Videos and attach to **Work Orders** – as well as add comments.

- Supports a full and robust **Purchase Order Module – Phase 2**

- Ability to **"Grow"** within LLumin CMMS+

- Creating and tracking of **KPI's** and Total Cost of Ownership.

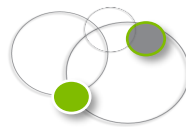# Pricing: **Premium** Software Edition - Tier 2 (Cloud ONLY Deployment)

Licensing Desription	Annual Fee Per user	Total Annual Software Subscribtion Feee
22 - Core named user licenses • Based on the named user ID • Unlimited devices • Access to all functionality purchased. • View, create, edit, delete (privilege-based) • Access to reporting & dashboard (create/modify) • Access to all configuration utilities (privilege-based)	$905	$19,910
5- LLite-named User Licenses • READ Only Access • Create Work Requests • Create Item Requests • Workflow/Notification Approver Process • Home page Dashboards & Reports • Notifications on the Outcome of Service, Work Order, Item, or Work Request • Approve Requisitions	Bundle	Free
Total Annual Software Fee		**$19,910**

Premium Implementation Services: Ensuring a Smooth Transition

Premium Implementation Engagement – 3 to 6 Months	One-Time Fixed Fee
The Premium Package offers advanced configuration and integration options that require a more comprehensive implementation process. The timeline ranges from 3 to 6 months, depending on the complexity of your specific needs and any additional features requested. This package is available at a one-time fixed fee and follows LLumin's proven 5-step process, ensuring a smooth and efficient go-live while adhering to industry best practices. Our project management team will work closely with your organization to customize the implementation plan, ensuring all milestones are met within the proposed timeline. Regular updates and checkpoints will be established to keep the project on track and resolve any challenges quickly. Pricing Includes: **Unlimited Access to Resources**: For 3 to 6 months, you'll have unrestricted access to all the necessary resources to ensure successful implementation. **Dedicated Time Allocation**: Benefit from unlimited support and guidance during the 3 to 6 months, ensuring all your questions and needs are fully addressed. **Comprehensive Training**: Enjoy unlimited training sessions within the 3-month window, empowering your team to master the new system with confidence. **Data Staging and Migration**: Over 3 to 6 months, we will expertly manage your data staging and migration, ensuring a smooth and secure transition to the new platform. **All Premium Integrations Included:** During the 3 to 6 months implementation period, you'll have access to all premium integrations, seamlessly connecting your systems and enhancing overall efficiency.	$11,400
Total Implementation Services	**$11,400**
First Year Total:	**$31,310.**

Welcome to LLumin Navigator

The **LLumin Navigator** is your comprehensive portal to explore and maximize the value of LLumin CMMS+. Created with your decision-making process in mind, this portal simplifies the evaluation journey by providing all the tools and information necessary to make informed, confident choices about implementing LLumin CMMS+ within your organization.

Key Features of LLumin Navigator:

➢ **Case Studies:** Gain insight into real-world success stories from leading companies leveraging LLumin CMMS+ to enhance their maintenance processes, increase equipment reliability, and reduce downtime.

➢ **Features and Functionality:** Explore detailed descriptions of LLumin CMMS+ capabilities, including work order management, asset tracking, preventive maintenance, IoT integration, and mobile accessibility.

➢ **Simplified Decision Support:** The portal has been thoughtfully designed to make the decision process easier, offering clear, concise resources tailored to the needs of decision-makers at every stage of the journey.

➢ **Implementation Process:** Learn about Lumin's proven, streamlined implementation process designed to ensure quick adoption, seamless integration, and immediate ROI.

By consolidating critical information and offering an intuitive user experience, the LLumin Navigator ensures that you have everything you need to make well-informed decisions and drive operational excellence with confidence.

Click to Enter LLumin Navigator

Purchasing Terms

Payment Terms:

All fees are listed in USD and may not include travel or applicable sales tax.

LLumin will send two invoices upon project authorization. The first invoice will include all licensing fees for year one and 50% of the implementation engagement fees due NET 30 upon completion of the Implementation Kick-off call. The second invoice will include the remaining 50% of the implementation engagement fees due NET 90 of the Implementation Kick-off call.

Please review the LLumin **Master Subscription Agreement** for the terms that apply to your purchase.

Implementation Services:

LLumin, Inc.'s implementation fee is a fixed-price, multi-service offering focused on the successful adoption of CMMS+ in our customer organizations.

Organization and Role-based Configuration:

We tailor our software to meet your organization's needs by configuring nomenclature, user dashboards, permissions, and workflows, enabling rapid adoption.

Data Staging and Migration

Existing Data migration services are also included in our fixed fee, assuming the data that our team receives is formatted properly in Excel or industry-standard SQL DB format, with each data point clearly defined in a separate field. If this is not feasible, we do have access to third-party organizations that can help.

Comprehensive Training:

We provide thorough training for your team, ensuring they understand and can effectively utilize all CMMS+ functionalities.

Software Modification Requests

At LLumin, we value your feedback and suggestions as key drivers for continuous improvement and industry leadership. Your expertise, combined with our world-class software development capabilities, creates an invaluable partnership. We are happy to review all software modification requests put forth 60 days after your account is transferred to support. Please note that during implementation, our team will work with your team to create highly impactful workarounds and processes for any potential modification requests that arise, such that your organization is able to move continuously, without interruption, toward your adoption and deployment goals. Then, 60 days after your organization has been in full "support" mode, we will jointly review with you what requests/modifications to focus on. This timeframe allows you to gain a thorough understanding of the software and your evolving business needs. Your dedicated Account Manager will guide you through this process and respond with pricing (if any) and delivery timeframes accordingly.

Agreement Acceptance:
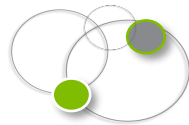
LLumin, Inc. does not warrant the functions contained in the software program or the operation of liable the operation of the program will be uninterrupted or error-free. LLumin, Inc. nor its distributors and resellers be liable to you for any damages, direct or indirect, special or incidental, including any lost profit, lost savings, lost patience, or other incidental or consequential damage arising out of the use of this software and its documentation, unless LLumin, Inc. is deemed to be negligent.

The ultimate responsibility for ensuring that our software meets customer requirements rests with the customer. LLumin will assist you in this process by asking detailed questions to understand your specific requirements. We are committed to providing comprehensive overviews, training and the necessary customizations and configurations of our software to meet the customers' requirements. Enhancement requests or modification proposals will undergo evaluation against our established development roadmap and release schedule. We emphasize that only your organization possesses complete insight into your unique operational needs, and therefore must take an active role in confirming our solution's alignment with those requirements. Please review these terms thoroughly before proceeding. Your acceptance of this proposal constitutes acknowledgment and agreement to the conditions outlined herein. Our team remains available to address any questions or provide clarification as needed.

LLumin, Inc. will provide a certificate of insurance with personal injury/bodily injury limits of $2 million per person, $2 million per incident and property damage coverage of $500,000.

LLUMIN, INC. MASTER SUBSCRIPTION AGREEMENT

This LLumin, Inc. Master Subscription Agreement ("MSA") is effective as of the effective date of an applicable signed proposal or LLumin Quote (such form an "Order Form" and such date the "Effective Date") and is by and between LLumin, Inc., a Massachusetts corporation with a place of business at 293 Bridge Street, Suite 222 Springfield, MA 01103 ("LLumin, Inc."), and the customer set forth on the Order Form ("Customer") (each a "Party" and together the "Parties"). In the event of any inconsistency or conflict between the terms of the MSA and the terms of any Order Form, the terms of the Order Form control.

Section 1. Services.

"Services" means the product(s) and service(s) that are ordered by Customer from LLumin, Inc. online or through an Order Form referencing this MSA, whether on a trial or paid basis, and to which LLumin, Inc. thereby provides access to Customer. Services exclude any products or services provided by third parties, even if Customer has connected those products or services to the Services. Subject to the terms and conditions of this MSA, LLumin, Inc. will make the Services available during the Term as set forth in an Order Form.

Section 2. Fees and Payment.

2.1. Fees. Customer will pay the fees specified in the Order Form (the "Fees"). LLumin shall be entitled to increase the Fees for use of the Services on an annual basis for up to 5% of the then-payable Fees. Any new or other professional deployment and support services after a period of ninety (90) days of go-live and acceptance of the Services by Customer shall be quoted as independent of the Fees and be payable on an hourly rate.

2.2. Payment; Taxes. LLumin, Inc. will invoice Customer for Fees, either within the Services or directly, within thirty (30) days of the Effective Date. Customer will pay all invoiced Fees net thirty (30) days from the date of the invoice unless otherwise specified. LLumin, Inc. reserves the right to stop work on any project that has undisputed invoices that are outstanding more than 90 days. Fees do not include local, state, or federal taxes or duties of any kind and any such taxes will be assumed and paid by Customer, except for taxes on LLumin, Inc. based on LLumin, Inc.'s income or receipts.

Section 3. Term and Termination.

3.1. Term. This MSA commences on the Effective Date and will remain in effect through the Initial Term and all Renewal Terms, as specified in the Order Form, unless otherwise terminated in accordance with this Section (the Initial Term and all Renewal Terms collectively the "Term"). If the Order Form does not specify, the Initial Term will be one year and will automatically renew for successive one-year periods unless Customer provides LLumin, Inc. with notice of termination at ninety (90) days prior to the end of the Term.

3.2. Termination for Cause. A Party may terminate this MSA for cause (a) upon notice to the other Party of a material breach if such breach remains uncured after thirty (30) days from the date of the breaching Party's receipt of such notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Non-payment of Fees by Customer past ninety (90) days from an invoice date, and any Prohibited Uses (as defined below), will be considered deemed as material breaches of the MSA.

3.3. Cancellation. A Party may terminate the MSA and an applicable Order Form either (i) in accordance with the renewal provisions of the Order Form or (ii) if such provisions are not specified, by providing notice to the other Party of termination ninety (90) days prior to the end of the then-current Term.

3.4. Effect of Termination and Survival. Upon termination or cancellation of an Order Form or this MSA (a) with respect to termination of the entire MSA, all Order Forms will concurrently terminate, (b) Customer will have no further right to use the Services under the terminated or canceled Order Forms and LLumin, Inc. will remove Customer's access to same, and (c) unless otherwise specified in writing, Customer will not be entitled to any refund of fees paid. The following Sections will survive termination: Section 2 (Fees and Payment), Section 5 (Confidentiality), Section 6.2 (Data Practices-Ownership), Section 8 (Intellectual Property Rights), Section 9.3 (Disclaimers), Section 10 (Indemnification), Section 11 (Limitation of Liability), and Section 12 (Miscellaneous). Termination of this MSA will not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this MSA.

4. License and Use of the Services.

4.1. License. LLumin, Inc. hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to and license to access and use the Services set forth in the Order Form for Customer's internal business purposes, all subject to the terms and conditions of this MSA and the Order Form.

4.2. Authorized Users. Customer may designate and provide access to its (or its corporate affiliates') employees, independent contractors, or other agents to an account on the Services as authorized users (each an "Authorized User") up to the number of "seats" set forth in the Order Form. If the Customer wishes to support additional sites, users, or venues of operation, Customer must purchase additional seats from LLumin, Inc. Customer is responsible for all use and misuse of the Services by Authorized User accounts and for adherence to this MSA by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. Customer agrees to promptly notify LLumin, Inc. of any unauthorized access or use of which Customer becomes aware.

4.3. Prohibited Uses. Customer and Authorized Users will not: (a) "frame," distribute, resell, or permit access to the Services by any third party other than for its intended purposes; (b) use the Services other than in compliance with applicable federal, state, and local laws; (c) interfere with the Services or disrupt any other user's access to the Subscription Service; (d) reverse engineer, attempt to gain unauthorized access to the Service, attempt to discover the underlying source code or structure of, or otherwise copy or attempt to copy the Services; (e) knowingly transfer to the Services any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful; (f) transfer to the Services or otherwise use on the Services any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services.

Section 5. Confidentiality.

As used herein, the "Confidential Information" of a Party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the "Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. For the sake of clarity, the Parties acknowledge that Confidential Information includes the terms and conditions of this MSA. Except as expressly permitted in this MSA, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this MSA, such

obligations including, in the case of LLumin, Inc., to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

Section 6. Data Practices.

6.1. Definitions. "Service Data" means a subset of Confidential Information comprised of electronic data, text, messages, communications, or other materials submitted to and stored within the Services by Customer in connection with use of the Services. Service Data may include, without limitation, any information relating to an identified or identifiable natural person ('data subject') where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person (such information, "Personal Data"). Service Data does not include metrics and information regarding Customer's use of the Services, including information about how Authorized Users use the Services (such information, "Usage Data").

6.2. Ownership. Customer will continue to retain its ownership rights to all Service Data processed under the terms of this MSA and LLumin, Inc. will own all Usage Data.

6.3. LLumin Inc.'s Use of Data. LLumin, Inc. will use Service Data, Personal Data, and Usage Data as follows and, to the extent necessary, Customer provides LLumin, Inc. a license to use, modify, reproduce, distribute, display and disclose same during the Term in accordance with this MSA:

6.3.1. Operating the Services. LLumin, Inc. may receive, collect, store and/or process Service Data based on LLumin, Inc.'s legitimate interest in operating the Services. For example, LLumin, Inc. may collect Personal Data (such as name, phone number, or credit

card information) through the account activation process.LLumin, Inc. may also use Service Data in an anonymized manner, such as conversion to numerical value, for the training of the machine learning models to support certain features and functionality within the Services. LLumin, Inc. will not disclose any personally identifiable information provided by the Customer.

6.3.2. Communications. LLumin, Inc. may communicate with Customer or Authorized Users (i) to send product information and promotional offers or (i) about the Services generally. If Customer or an Authorized User does not want to receive such communications, Customer may email sales@llumin.com. Customer and necessary Authorized Users will always receive transactional messages that are required for LLumin, Inc. to provide the Services (such as billing notices and product usage notifications).

6.3.3. Improving the Services. LLumin, Inc. may collect, and may engage third-party analytics providers to collect Usage Data to develop new features, improve existing features, or inform sales and marketing strategies based on LLumin Inc.'s legitimate interest in improving the Services. When LLumin, Inc. uses Usage Data, any Personal Data that was included in Service Data shall be anonymized and/or aggregated in such a manner that it no longer constitutes Service Data or Personal Data under applicable data protection laws. Any such third-party analytics providers will not share or otherwise disclose Usage Data, although LLumin, Inc. may make Usage Data publicly available from time to time.

6.3.4. Connecting to Third-Party Services. Customer may wish to connect third-party services to the Services (e.g., connecting LLumin, Inc. to Customer's single-sign-on service to verify 2FA status of Customer's employees). When Customer uses a third-party service to connect with LLumin, Inc., logs into the Services through a third-party authentication service, or otherwise provides LLumin, Inc. with access to information from a third-party service, LLumin, Inc. may obtain other information, including Personal Data, from those third parties and combine that Service or Usage Data based on LLumin, Inc.'s legitimate interest in providing Customer with functionality that supports the Services. Any access that LLumin, Inc. may receive to such information from a third-party service is always in accordance with the features and functionality, particularly as to authorization, of that service. By authorizing LLumin, Inc. to connect with a third-party service, Customer authorizes LLumin, Inc. to access and store any information provided to LLumin, Inc. by that third-party service, and to use and disclose that information in accordance with this MSA.

6.3.5. Third-Party Service Providers. Customer agrees that LLumin, Inc. may provide Service Data and Personal Data to authorized third-party service providers, only to the

extent necessary to provide, secure, or improve the Services. Any such third-party service providers will only be given access to Service Data and Personal Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this MSA; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth below. 6.4. Service Data Safeguards. (i) LLumin, Inc. will not sell, rent, or lease Service Data to any third party, and will not share Service Data with third parties, except as permitted by this MSA and to provide, secure, and support the Services. (ii) LLumin, Inc. will maintain commercially reasonable (particularly for a company of LLumin, Inc.'s size and revenue) appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Service Data.

Section 7. Privacy Practices.

7.1. Privacy Policy. LLumin, Inc. operates the Services and, as applicable, handles Personal Data, pursuant to the privacy policy available at https://llumin.com/privacy-policy/

7.2. Customer as Controller. To the extent Service Data constitutes Personal Data, the Parties agree that Customer determines the purpose and means of processing such Personal Data, and LLumin, Inc. processes such information on behalf of Customer.

7.3. Hosting and Processing. Unless otherwise specifically agreed to by LLumin, Inc., Service Data may be hosted by the LLumin, Inc., or its respective authorized third-party service providers, in the United States or other locations around the world. In providing the Services, LLumin, Inc. will engage entities to process Service Data, including and without limitation, any Personal Data within Service Data pursuant to this MSA, within the United States and in other countries and territories.

7.4. Sub-Processors. Customer acknowledges and agrees that LLumin, Inc. may use third-party data processors engaged by LLumin, Inc. who receive Service Data from LLumin, Inc. for processing on behalf of Customer and in accordance with Customer's instructions (as communicated by LLumin, Inc.) and the terms of its written subcontract (the "Sub-Processors"). Such Sub-Processors may access Service Data to provide, secure, and improve the Services. LLumin, Inc. will be responsible for the acts and omissions of Sub-Processors to the same extent that LLumin, Inc. would be responsible if LLumin, Inc. was performing the services directly under the terms of this MSA. The names and locations of

all current Sub-Processors used for the processing of Personal Data under this MSA, if any, are set forth in the Privacy Policy.

Section 8. Intellectual Property Rights.

Each Party will retain all rights, title and interest in any patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights ("Intellectual Property Rights"), and LLumin, Inc. in particular will exclusively retain such rights in the Services and all components of or used to provide the Services. Customer hereby provides LLumin, Inc. a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback LLumin, Inc. receives from Customer, Customer's agents or representatives, Authorized Users, or other third parties acting on Customer's behalf; and LLumin, Inc. also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such suggestions, enhancement requests, recommendations or other feedback.

Section 9. Representations, Warranties, and Disclaimers.

9.1. Authority. Each Party represents that it has validly entered into this MSA and has the legal power to do so.

9.2. Warranties. LLumin, Inc. warrants that during an applicable Term that the Subscription Service and Implementation Services will be provided in a manner consistent with generally accepted industry standards, and we will not knowingly introduce any viruses or other forms of malicious code into the Subscription Service. For any breach of a warranty in this section, Customer's exclusive remedies are those described in Section 3 (Term and Termination) herein.

In the event the LLumin Subscription Service does not perform to the standards described in the proposal after the installation of any LLumin software/firmware/hardware update, LLumin will support a rollback to the last compatible and fully functioning version of the LLumin Software and will attempt to troubleshoot and resolve the incompatibility, free of charge, unless it is determined that the source of the incompatibility is due to Customer owned software/firmware/hardware. In which case, it will be the Customer's responsibility to provide compatible software/firmware/hardware or otherwise continue using the last functioning version of the LLumin software.

Should the Subscription Service require features, capabilities, data entry or data access functionality outside the scope of the proposal, then Customer agrees to pay for any

programming and support services required to comply with those enhancements upon the mutual agreement of fees and the execution of a services agreement by both Parties.

9.3. Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION AND ANY APPLICABLE SERVICE LEVEL AGREEMENT, THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND LLumin, Inc. EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT LLumin, Inc. DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM LLUMIN, INC. OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS MSA. THE PARTIES ADDITIONALLY AGREE THAT LLUMIN, INC. WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CLIENT'S VARIOUS COMPLIANCE PROGRAMS, AND THAT THE SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CLIENT IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE.

Section 10. Indemnification.

10.1. Indemnification by LLumin, Inc. LLumin, Inc. will indemnify and hold Customer harmless from and against any third party claim against Customer alleging that Customer's use of a Service as permitted by this MSA infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret (an "IP Claim"). LLumin, Inc. will, at its expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by LLumin, Inc. for such defense, provided that (a) Customer promptly notifies LLumin, Inc. of the threat or notice of such IP Claim; (b) LLumin, Inc. will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, LLumin, Inc. will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with LLumin, Inc. in connection therewith. If use of a Service by Customer has become, or, in LLumin, Inc.'s opinion, is likely to become, the subject of any such IP Claim, LLumin, Inc. may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or

practicable as determined by LLumin, Inc., terminate Customer's subscription to the Service(s) and repay, on a pro-rata basis, any Fees previously paid to LLumin, Inc. for the corresponding unused portion of the Term for such Service(s). LLumin, Inc. will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (a) LLumin, Inc.'s compliance with designs, data, instructions, or specifications provided by Customer; (b) modification of the Service(s) by anyone other than LLumin, Inc. or use of the Service(s) in violation of (i) this MSA, (ii) written instructions provided by LLumin, Inc., or (iii) the product features of the Service(s); or (c) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section state the sole, exclusive, and entire liability of LLumin, Inc. to Customer and constitute Customer's sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Customer, Customer's agents, or Authorized Users.

10.2. Indemnification by Customer. Customer will indemnify and hold LLumin, Inc. harmless against any third party claim (a) arising from or related to use of a Service by Customer, Customer's agents, or Authorized Users in breach of this MSA; or (b) alleging that Customer's Service Data infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret; provided (i) LLumin, Inc. promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by LLumin, Inc. without prior written consent); and (iii) LLumin, Inc. fully cooperates in connection therewith.

SECTION 11. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS MSA, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF LLUMIN, INC.), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS MSA OR THE SERVICES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH

DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MSA, AND EXCLUDING THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF THIS MSA OR THE SERVICES WILL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION AND THE PARTIES INDEMNIFICATION OBLIGATIONS IS TO ALLOCATE THE RISKS UNDER THIS MSA BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF LLumin, Inc. WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. LLumin, Inc. HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS MSA.

Section 12. Miscellaneous.

12.1. Entire Agreement. This MSA and the applicable Order Form(s) constitute the entire agreement, and supersedes all prior agreements, between LLumin, Inc. and Customer regarding the subject matter hereof.

12.2. Assignment. Either Party may, without the consent of the other Party, assign this MSA to any affiliate or in connection with any merger, change of control, or the sale of all or substantially all of such Party's assets provided that (1) the other Party is provided prior notice of such assignment and (2) any such successor agrees to fulfill its obligations pursuant to this MSA. Subject to the foregoing restrictions, this MSA will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

12.3. Severability. If any provision in this MSA is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this MSA will remain in effect.

12.4. Relationship of the Parties. The Parties are independent contractors. This MSA does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

12.5. Notices. All notices provided by LLumin, Inc. to Customer under this MSA may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or U.S. mail to the contact mailing address provided by Customer on the Order Form; or (b) electronic mail to the electronic mail address provided for Customer's account owner.

Customer must give notice to LLumin, Inc. in writing by Courier or U.S. mail to PO Box 15328 Springfield, MA 01115. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

12.6. Governing Law, Jurisdiction, Venue. This MSA will be governed by the laws of the State of Massachusetts, without reference to conflict of laws principles. Any disputes under this MSA shall be resolved in a court of general jurisdiction in Hampden County, Massachusetts. Customer hereby expressly agrees to submit to the exclusive personal jurisdiction and venue of such courts for the purpose of resolving any dispute relating to this MSA or access to or use of the Services by Customer, its agents, or Authorized Users.

12.7. Export Compliance. The Services and other software or components of the Services that LLumin, Inc. may provide or make available to Customer are subject to U.S. export control and economic sanctions laws as administered and enforced by the Office of Foreign Assets and Control of the United States Department of Treasury. Customer agrees to comply with all such laws and regulations as they relate to access to and use of the Services. Customer will not access or use the Services if Customer or any Authorized Users are located in any jurisdiction in which the provision of the Services, software, or other components is prohibited under U.S. or other applicable laws or regulations (a "Prohibited Jurisdiction") and Customer will not provide access to the Services to any government, entity, or individual located in any Prohibited Jurisdiction. Customer represents and warrants that (a) it is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) it will not permit any individuals under its control to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) it will comply with all applicable laws regarding the transmission of technical data exported from the United States and the countries in which it and Authorized Users are located.

12.8. Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of LLumin, Inc.'s employees or agents in connection with this MSA. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to LLumin, Inc.

12.9. Publicity and Marketing. Unless expressly and jointly agreed to, LLumin, Inc. shall not use Customer's name, trademarks, service marks, emblems or symbols, and shall not

issue any publicity releases, including but not limited to, news releases and advertising in any form and medium, relating to the Agreement without the prior consent of Customer.

12.10. Amendments. LLumin, Inc. may amend this MSA from time to time, in which case the new MSA will supersede prior versions. Customer's continued use of the Services following the effective date of any such amendment may be relied upon by LLumin, Inc. as consent to any such amendment. LLumin, Inc.'s failure to enforce at any time any provision of this MSA does not constitute a waiver of that provision or of any other provision of this MSA.

13. Responsibility For Operating Environment

Customer assumes full responsibility for the suitability of the computer equipment and network infrastructure upon which the Service is to function. The customer also assumes responsibility for the effectiveness of the overall environment within which the software and computer systems will operate. Customer agrees to pay all reasonable expenses incurred by LLumin relating to LLumin's efforts to rectify problems within its Software, which are determined to be the result of problems occurring outside of LLumin's Service responsibility.

14. Implementation

Customer shall appoint personnel to a project team for the purpose of installing, learning and using the Service. The project team shall comprise:

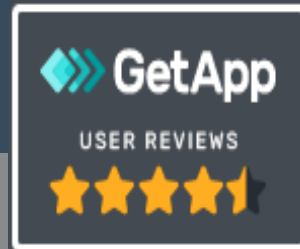(i) A project leader to interface with LLumin's support staff and Customer's operations.

(ii) Key Users representing pertinent departments, including IT, if required

(iii) Key Users associated with testing and training activities.

About LLumin

☑ **LLumin CMMS+ was established in 2004**

☑ **Over 80,000 users across industries, including municipalities** – trusted by local governments for 20+ years

☑ **98% customer retention rate** – proving long-term value and customer satisfaction

☑ **Serving municipalities of all sizes** – managing public works, utilities, and fleet maintenance

☑ **Seamless integration with ESRI, SCADA, GIS, and IoT sensors** – optimizing asset performance and resource allocation – Highly Customizable

LLUMIN
Know everything about your most critical assets.

LLUMIN CMMS+

ISO 27001 CERTIFIED
INFORMATION SECURITY MANAGEMENT SYSTEM

GetApp
USER REVIEWS

Capterra | 4.5

Software Advice 4.5

Capterra
SHORTLIST
2023

LLumin CMMS+ Customers
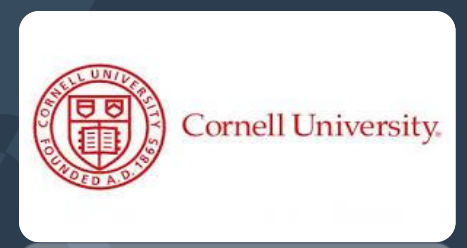
Case Studies & Testimonials

CATERPILLAR®

LLumin is the best purchase we ever made

Rockwell Automation

The best corporate decision we ever made

SunnyD

Gives us critical info and insight. All of this saves us a huge amount of time

SAVAGE®

LLumin has helped Savage Arms reduce on-hand MRO inventory by 23%

KAAPA

LLumin CMMS+ is giving us the ability to get several hours back to us a week. Even helping us eliminate a few unnecessary positions

LLumin CMMS+

LLumin CMMS+ Navigator

Benefits of LLumin CMMS+ for Municipalities

o **Regulatory Compliance & Reporting**: Municipalities must adhere to strict regulations for water treatment, public works, and infrastructure maintenance. **LLumin CMMS+ automates compliance tracking, generates reports for audits, and ensures maintenance logs are always up to date**, reducing the risk of fines and non-compliance.

o **Extending Asset Life & Reducing Downtime:** Cities and towns manage large fleets, water treatment plants, road infrastructure, and public facilities. **LLumin' s predictive and preventive maintenance ensures critical assets last longer and operate with minimal downtime**, saving taxpayers money in unnecessary repairs and replacement

LLumin CMMS+

Benefits of LLumin CMMS+ for Municipalities

○ **Real-time Work Orders and Mobile Capabilities:** Field
technicians and public works teams need instant access to work orders and
asset history while in the field. **LLumin's mobile-friendly platform and QR
code functionality allow teams to receive, update, and complete work
orders on the go**, improving response times and operational efficiency.

○ **Budget Control & Cost Transparency:** Municipalities operate on
tight budgets and need clear visibility into spending. **LLumin's CMMS+
provides cost tracking, labor hour tracking, and automated inventory
management**, helping cities optimize resources and reduce unnecessary
expenditures.

LLumin
CMMS+

Benefits of LLumin CMMS+ for Municipalities

○ **Integration with ESRI, SCADA, GIS, & IoT:** Many municipalities use **SCADA systems for utilities, GIS for asset mapping, and IoT sensors for predictive monitoring**. LLumin **seamlessly integrates** with these systems, providing a centralized maintenance hub that enhances data-driven decision-making.

○ **Designed for Large-Scale, Multi-Department Operations:** Whether managing **public works, water/wastewater treatment, fleet services, or parks & recreation**, LLumin streamlines maintenance processes across departments.

LLumin CMMS+

Benefits of LLumin CMMS+ for Municipalities

○ **AI-Driven Predictive Maintenance for Public Assets:**

LLumin's advanced AI and machine learning help municipalities **predict equipment failures before they happen**, reducing unplanned downtime and costly emergency repairs..

○ **Grant & Budget Optimization for Municipalities :** LLumin

helps track maintenance costs, justify capital expenditures, and support **grant funding applications** by providing **data-driven insights** into asset lifecycle and total cost of ownership.

LLumin Integrations & Alliances

License Breakdown and Implementation

Core User Licenses

- ✓ Licensing is based on Named User ID
- ✓ Each Core User is allowed Unlimited Devices
- ✓ Core Users have privilege granted access to any module within their granted tier
- ✓ Core Users can manage any privilege granted data record within their LLumin instance.
- ✓ Including view, create, edit, delete (privilege based)
- ✓ Core users can have privileged granted access to Reporting & Dashboard creation/modification utilities.
- ✓ Core users can have privilege granted access to all Configuration utilities.

LLUMIN CMMS+

Operator/Driver User Licenses

Excluded:

- Licensing is based on Named User ID
- Operator license create Work Requests & Item Requests
- Or be granted privilege to create Work Orders
- Perform pre shift, post shift, etc., Machine Inspections
- Ability to Change the Status of a Machine
- View Up Coming Maintenance Schedule and Work History
- View Asset Information & Documentation

- Cannot close or edit work orders
- Cannot create or edit assets
- Cannot create or edit procedures and PM schedules
- Cannot create purchase requisitions or purchase orders
- Does not have access to reporting tool

LLUMIN CMMS+

LLite User Licenses

- Licensing is based on blocks of Named User ID quantities
- Read Only Access to all licensed modules within their tier
- LLite users can create Service & Item Requests and, if configured, LLite users can acknowledge outcome of requests.
- LLite users can be granted requisition approval level privileges
- LLite users can be granted approval Privileges for Purchase Requestions and PO's
- Limited Access to Home page Dashboards & Reports

Excluded:

- Cannot close or edit work orders
- Cannot create or edit assets
- Cannot create or edit procedures and PM schedules
- Cannot create purchase requisitions or purchase orders
- Cannot receive items

LLUMiN
CMMS+

Free Quick Requestor

Allows any individual to create a "slimmed down" Work Request in the software. No LLumin privileges or log-in credentials are required to use this feature.

Scan of bar code, or the click of a URL, the user will be presented with a screen to enter a free-form field where any text can be entered to describe the issue being reported.

LLumin CMMS+

LLumin' s Implementation Philosophy

- *Dedicated Implementation Project Manager, with over 10 years experience to guide you*
  - *You know your business, we know CMMS+........together we guarantee a highly successful implementation*

- *Our fixed fee philosophy ensures there are no surprises and no hidden costs*

- *Our consultive and partnered approach ensures your business objectives and Return on Investment (ROI) are realized in record time*

LLumin' s 5 Step Proven Process

| #1 Application Build & Data Import | #2 Business Requirements & Software Configuration | #3 Testing & Refinement | #4 Organizational Training | #5 Best Practices & Optimization |

LLumin' s Implementation Team

- **Dedicated Implementation Project Managers –** *Will work with the City of Greenfield Team*

- **Data Developers -** *Will work with the City of Greenfield Team*

- **Support Reps -** *Will work with the City of Greenfield Team*

- **Account Manager -** *Will work with the City of Greenfield Team*

- **V.P. of Operations -** *Will work with the City of Greenfield Team*

- **V.P. of Sales -** *Will work with the City of Greenfield Team*

#1 Application Build & Data Import

#2 Business Requirements & Software Configuration

#3 Testing & Refinement

#4 Organizational Training

#5 Best Practices & Optimization

LLUMIN CMMS+

We Are Committed to Your Success

Data Staging and Migration

Includes data migration services, provided your data is properly formatted.

Tailored Configuration

Allows you to adapt CMMS software to unique processes, dashboards and workflows

Implementing & Training

A smooth and successful CMMS Implementation sets the foundation for efficient maintenance management

Modification Request

Feedback and suggestions are integral to our continuous improvement process

LLUMIN CMMS+

Bi-Weekly Status Reporting

Company ABC / LLumin Implementation Status Report

AS OF DATE	9/7/2022	6/15/2022	6/30/2022	7/15/2022	7/30/2022	8/15/2022	8/30/2022	9/15/2022	9/30/2022	10/15/2022
PROJECT STATUS	ON TRACK									
PERCENT COMPLETE	10%	Phase #1		Phase # 2/Phase # 3					Phase # 4/Phase # 5	

Phase	Milestone	Status
Phase # 1 Kick-off & Planning	Milestone # 1	COMPLETE
Phase # 2 Business Requirements & Configuration	Milestone # 2	COMPLETE
Phase # 3 Testing and Optimization	Milestone # 3	IN PROGRESS
Phase # 4 Training	Milestone # 4	NOT STARTED
Phase # 5 Support	Milestone # 5	NOT STARTED

Project Manager Commentary:.Report specification are beign finalized this week. The end users training program and schedules are underway. No issues to report at this time.

Project Risk Assessment

Item Description	Date	Likelihood of Occurance (1 to 4) 1: Low-- 4: Critical	Consequence (1 to 4) 1: Low-- 4: Critical	Mitigation Plan