

April 7, 2023

Reference: Add-on Modules for Ignition Automation Professionals Proposal #23-0008

To Whom It May Concern:

Automation Professionals is pleased to offer a variety of Ignition Add-on Module for your project requirements, as listed below. Prices for new items are effective immediately. Changed prices are effective **May 1st, 2023**. The old pricing may be reviewed here: <u>https://www.automation-pros.com/Module Sales-2021-07-08.pdf</u>.

Discounts

Automation Professionals extends discounts to large corporate customers, Ignition distributors, and Ignition integrators at the same level offered by Inductive Automation. You must report your IA discount level for products and authorize Inductive Automation to confirm it.

If not receiving a corporate, distributor, or integrator discount, you may take a bulk discount of 10% of the list price when purchasing ten (10) or more module licenses together, in any combination.

Purchasing

No discounts are permitted if Automation Professionals must collect any taxes on the sale. For U.S. buyers, this generally means supplying a certificate indicating that the buyer directly pays these taxes or is exempt from these taxes.

Automation Professionals does not require a formal purchase order. A buyer may request specific items from the price list, possibly with discounts, and an electronic invoice will be generated. Purchases without a formal purchase order must be paid before licenses are issued.

Payments

Automation Professionals accepts payments in U.S. dollars electronically via Swift, U.S. Automated Clearing House (ACH), PayPal Merchant Services, and for certain kinds of purchasing cards, via Cornerstone Payment Systems.

The first purchase via any specific payment method must be paid before licenses are issued. Later purchase orders using a tested payment method will have licenses issued upon order.

Refunds

Automation Professionals offers refunds/cancellation on purchases up to ten (10) business days after a license is issued, with the following conditions:

- If already activated, the buyer must "un-activate" the license via the normal Inductive Automation licensing process.
- Funds transfer fees and/or postage will be deducted from any refund. The refund payment will use the same method as the payment received.
- Automation Professionals reserves the right to hold a refund up to ten (10) business days if there is any possibility of fraud.

Support

Automation Professionals offers free email support on a best-effort basis. Customers who have made recent purchases have priority over others.

Upgrades

Customers may request a free major-version upgrade for one calendar year after a license is issued. Otherwise, licenses may be upgraded one major version increment for 25% of the currently applicable pricing. Any older licenses may be upgraded for 50% of the currently applicable pricing.



Pricing

Module Name	Options	Primary or Independent Server	Redundant Backup Server
EtherNet/IP Communications Suite	Adapter Only	\$1,000	\$500
	Scanner+Adapter	\$2,000	\$1,000
	Client Only	\$1,000	\$500
	Client+Adapter	\$2,000	\$1,000
	Client+Scanner+Adapter	\$3,000	\$1,500
Advanced Modbus		\$500	\$250
Batik Scalable Vector Graphics Canvas		\$500	\$250
Image Streamer		\$500	\$250
NoteChart		\$500	\$250
Time Series Database Cache		\$500	\$250
Combination: NoteChart + Time Series DB Cache		\$750	\$375

Purchase orders or direct purchase requests are to be sent to <u>sales@automation-pros.com</u>. Delivery of license is by electronic means, to a designated recipient. The latest release version of these modules may be downloaded for installation from <u>https://www.automation-pros.com/modulesales.html</u>. License delivery is typically one business day.

Terms for all invoices are Net Zero (0) Days. These terms and our General Conditions of Sale are an integral part of this proposal.

Buyers that demonstrate prompt payment via a specific payment method on a first order may request Net Thirty (30) Day terms for later orders.

If you have any questions, please call. I can be reached in the office at +1 (678) 817-4261 x24, or by cell phone at +1 (404) 713-7284.

Regards,

Phil Turmel

Encl. General Conditions of Sale



General Conditions of Sale

The conditions of sale set forth in this document are part of any contract or purchase order placed with Automation Professionals, LLC, hereinafter referred to as Automation Professionals.

Any statement made on any form issued by the Purchaser contrary to the conditions set forth in this document shall not be binding on Automation Professionals unless specifically agreed to in writing.

- 1. **FIRM OFFER.** Unless otherwise specified in the proposal, all quoted prices are firm for thirty (30) days from the date of the proposal. All prices are F.O.B. Fairburn, Georgia with transportation charges prepaid and added to the invoice unless otherwise specified in the proposal or agreed to in writing by Automation Professionals.
- 2. TAXES AND OTHER CHARGES. Unless otherwise specifically stated, all quoted prices are exclusive of any sales, use or excise taxes, duties, or other charges, which may be imposed by any Government authorities upon any equipment or services to be provided by Automation Professionals.
- 3. **PAYMENT TERMS.** Payment in full is due upon receipt of each invoice. Payment shall be rendered in U.S. dollars in the amounts shown in the proposal and invoice. Overdue amounts will be assessed a finance charge of 1.5% per month. Payments briefly deferred for weekly processing schedules will not be counted as overdue.
- 4. EXTRA WORK AND CHANGES IN SCOPE. All changes to the basis of the proposal which affect quantities, types, or configuration of hardware, or which affect the engineering and design responsibilities or other labor requirements, are to be submitted in writing by engineering change notice to Automation Professionals for pricing, and are to be approved by the Purchaser in writing before such changes are incorporated in the order. Pricing of changes shall be based upon pricing in effect at the time of the change.
- 5. **OWNERSHIP.** Title to the equipment and risk of loss or damage shall pass upon delivery by Automation Professionals to the possession of the carrier unless specified otherwise in the proposal or agreed upon in writing by Automation Professionals. Any claims for loss or damage after risk of loss has passed shall be filed by Purchaser with the carrier.
- 6. INTELLECTUAL PROPERTY. Automation Professionals does not perform "Work Made for Hire". Procedures and Algorithms and Other Copyrightable or Patentable items produced under any Hourly or other Time-based fee shall be jointly owned by Purchaser and Automation Professionals. Unless otherwise specified in the proposal, Ownership of all other Copyrightable or Patentable items, particularly those produced for a fixed fee, shall be held by Automation Professionals.
- 7. **DELIVERY.** Delivery dates are approximate and are based upon prompt receipt by Automation Professionals at its offices of all necessary information including final agreement on detailed specifications, on such date or with such lead times as may be specified by Automation Professionals. If delivery is delayed at the request of, or due to acts or omissions by Purchaser, Automation Professionals shall have the right to store the goods at a place of its own choice for Purchaser's account and to invoice Purchaser in accordance with the original contractual terms and for such storage charges incurred as a result of the delay.
- 8. CANCELLATION. Purchaser may cancel an order by written notice, provided Purchaser pays cancellation charges on the basis of the percentage of work and/or materials completed, plus reasonable profit on such completed work, on the date cancellation notice is received by Automation Professionals. Any items purchased by Automation Professionals for Purchaser's order shall be paid for in full by Purchaser. Any cancellation charges, restocking fees or other costs plus a handling fee of ten (10) percent of such charges shall be paid by Purchaser.
- **9. ONSITE RECEIPT OF EQUIPMENT AND INSTALLATION.** Purchaser shall be responsible for receiving, installing, starting up and maintaining all equipment, unless specified otherwise in the proposal or agreed upon in writing by Automation Professionals.



- **10. FORCE MAJEURE.** Neither Automation Professionals nor Purchaser shall be considered in default in the performance of obligations under this contract to the extent that the performance of such obligations is affected by force majeure. This includes all events or actions which may reasonably be considered to be beyond the control or prevention of Automation Professionals or the Purchaser. Any negligence whether by action or inaction shall not be considered force majeure.
- 11. LIMITATION OF LIABILITY. Automation Professionals will at Purchaser's request submit Certificates of Insurance from companies chosen by Automation Professionals showing our limits of coverage. Automation Professionals agrees to indemnify and save harmless Purchaser only against liability imposed on Purchaser by law with respect to bodily injury or property damage to the extent such liability results from the performance of Automation Professionals under this contract. Automation Professionals does not agree to indemnify and save Purchaser harmless except as set forth herein. Purchaser agrees to indemnify and save harmless Automation Professionals for all Loss, cost, or damage incurred by Automation Professionals as a result of Purchaser's or third parties misuse or misapplication of Automation Professionals supplied products. In no event, regardless of cause, shall Automation Professionals be liable for incidental or consequential damage either real or alleged.
- **12. GOVERNING LAW.** The application and interpretation of this contract and its execution shall be governed by the laws of the State of Georgia.