# Innovyze®
### Empowering water experts

| TOTAL | DUE BY | INVOICE NO. |
|---|---|---|
| 3,682.96 USD | 14-July-2022 | Q-121381 |

Invoice Date: 15-April-2022
Account: City of Saint Paul

Innovyze LLC
6720 S Macadam Ave. Ste 200
Portland, Oregon 97219-2368
United States

Main: + 1 (888) 554 5022
Federal Tax ID:
94-2819853
Terms and Conditions

*Innovyze is retiring older license technology for many existing products. We recommend that you swap the licensing technology, if applicable, by visiting the Support Portal and placing a request to exchange licenses. To find out more about this new license technology, please visit https://help.innovyze.com/display/ILA/FAQ+Innovyze+Licensing+Changes for additional information.*

| PRODUCT | UNIT PRICE | QTY | TOTAL |
|---|---|---|---|
| **XPSWMM 2000n LAN InfoCare - Renewal** | USD 1,841.48 | 2 | 3,682.96 |
| 15-July-2022 to 31-December-2022 | | | |
| Serial No: 42-3508 | | | |

| | |
|---|---|
| SUBTOTAL | 3,682.96 |
| TAX | 0.00 |
| TOTAL | 3,682.96 |

All values displayed are in USD

## Additional Comments
Due to the retirement of XPSWMM/XPSTORM LAN and Custom licenses, the renewal for that product is prorated. Please reach out to your account management team for more information or visit https://go.innovyze.com/xpswmm-xpstorm-license-consolidation.

## Payment Methods
**\*Updated as of 22-Feb-2021\***

**Remit Check Via US Post**
Innovyze LLC
DEPT CH 17953
Palatine, IL 60055-7953

**Remit Check Via Courier**
Innovyze LLC
Attn: 17953
5505 N Cumberland Ave., Suite 307
Chicago, IL 60656-1471

Reference invoice number Q-121381

**Direct Electronic Bank Transfer**

| | |
|---|---|
| Account Name | Innovyze LLC |
| Bank Name | HSBC Bank USA NA |
| Account Type | Checking |
| Account No. | 447004131 |
| ACH Routing No. | 022000020 |
| Wire Routing No. | 021001088 |
| SWIFT ID | MRMDUS33 |

Remit to: uscustomerbilling@innovyze.com

**For Credit Card Payments** please call +1 (888) 554 5022. A 3% transaction fee applies for payments over USD 20,000.00.

| BILL TO | SHIP TO | AUTHORIZATION |
|---|---|---|

## www.innovyze.com

City of Saint Paul
15 Kellogg Blvd W, Room 700
Saint Paul,, MN 55102
US
apinvoice@ci.stpaul.mn.us

City of Saint Paul
25 West 4th Street
700 City Hall Annex
Saint Paul, MN 55102
US
huong.hoang@ci.stpaul.mn.us

Main Contact:
Huong Hoang

The estimated tax due, is as identified, an estimate. Actual taxable amount may vary. Customer is responsible for all tax liabilities and/or obligations that result from any purchase identified on, or result from, this quotation. If customer is tax exempt, a copy of a valid exemption certificate must be provided to Innovyze.

Technical support and/or maintenance services ("Support Services") are offered pursuant to this quotation and the Innovyze Software Maintenance & Support Agreement. To receive Support Services, customer acknowledges and agrees that it must at all times continue to be party to the Innovyze Software Maintenance & Support Agreement without interruption. Customer acknowledges and agrees that in the event the Innovyze Software Maintenance & Support Agreement is not renewed or is allowed to lapse (whether as a result of non-renewal, lack of payment, or otherwise): (i) Innovyze will have no obligation to provide customer with the Support Services or any other technical support and/or maintenance of any kind; and (ii) in order to again be eligible to receive Support Services, customer will be required to pay all delinquent payment/outstanding balances due, regardless of duration, plus a twenty-five percent (25%) reinstatement fee.

Any software delivered in connection with this quotation is governed by the Innovyze Software License Agreement.

Any software delivered in connection with the quotation that is labeled above as "Single User" means, with respect to each license for that product, that only one individual within Customer's organization may use the license. Customer is not permitted to install the license in a location that would allow any other individual to access or use the license. If Customer needs to change the assigned Customer individual user for the license, it may only do so by contacting Innovyze Customer Support.

For InfoCare to be maintained, all orders need to be issued to, and paid to, Innovyze, even if there currently exists a contract with Autodesk.

Innovyze policy states that if any provision contained in this Agreement is in conflict with, or inconsistent with any clause in the Innovyze Licensing Agreement (www.innovyze.com/en-us/agreements), the clause contained in the applicable Innovyze standard agreement shall govern and control.

In addition to the Company's standard terms and conditions:
- The associated terms for the above products and/or services (the "Solution Set") are, as issued herein, non-cancellable and non-refundable ("NCNR");
- Any prepayment made by customer to Company, as associated with the above Solution Set(s) is also considered non-cancellable and non-refundable ("NCNR"). Modification and/or change to a Solution Set does not alter the NCNR status.
- Customer acknowledges that the NCNR clause shall supersede any and all other applicable language, in any agreement, by and between the parties; where there is a conflict, NCNR terms shall rule.