

Date: October 9, 2018

Customer: Charlotte Fire Department
500 Dalton Avenue
Charlotte, NC 28206

Levrum, Inc. ("Levrum") proposes to furnish Customer with goods and services as set forth in the Statement below and further specified by attachments referenced below.

STATEMENT OF GOODS AND SERVICES

Item	Description	Price
1	Code3 Strategist 2.8 (or later) perpetual enterprise software license, valid for simulating up to 125,000 events annually, related to the normal operations of, and for the sole use of authorized employees and agents of Customer. Enterprise license allows any authorized agent of Customer to operate Software, subject only to geography and incident volume restrictions inherent in the License terms. Software provision, installation and use is subject to a separate Software License Agreement attached to this document. License price includes first year support.	\$125,000.00
2	Code3 Strategist software annual support package as further detailed in the Software Support Agreement attached to this document. Annual support package entitles customer to: <ul style="list-style-type: none"> Access to online support materials and interactive webinars for Levrum customers Free telephone support 0800-1700 US Pacific Time Upgrades, enhancements and maintenance releases to the Code3 Strategist product released generally to customers as part of the general software development process Support service annual term shall begin on December 1, 2018 and conclude November 30, 2019 (the initial Annual Support Period), and shall be annually renewable. The indicated price shall remain in effect for the Annual Support Period and up to four additional consecutive Annual Support Periods.	\$41,000.00 annually
3	Software training: Standard Code3 Strategist software training was provided to Customer in March, 2018, under a previous trial license and professional services agreement.	Previously delivered
4	Additional services: at Customer's sole discretion and request, Customer may engage Levrum to perform additional professional services related to data analysis, data management, machine learning or software development. Such services may include, without limitation, additional future incident modeling, custom data interfaces, custom software development, specialized training or other work. Such services will be billed at the rates shown in the attached Professional Services Rate Table, which shall remain in effect throughout the initial Annual Support Period. Such additional services shall be undertaken only upon written approval and at the direction of an authorized official of Customer. In no case shall Levrum's obligations to provide annual support services result in additional charges to Customer beyond those stated in Item 3 above.	Per subsequent customer request
5	Customer shall be responsible for payment of any sales, service or excise tax levied upon any item in this Statement.	
	Total of charges (Exclusive of option 4)	Year 1: \$125,000.00 5-year total: \$289,000.00

The following table shows the planned schedule of payments for the first five years of the Agreement to which this document is attached.

Date Due	Payment Description	Amount
December 1, 2018	Code3 Strategist perpetual license including Annual Support Package, 12/1/2018-11/30/2019	\$125,000.00
December 1, 2019	Annual Support Package, Year 2, 12/1/2019-11/30/2020	\$41,000.00
December 1, 2020	Annual Support Package, Year 3, 12/1/2020-11/30/2021	\$41,000.00
December 1, 2021	Annual Support Package, Year 4, 12/1/2021-11/30/2022	\$41,000.00
December 1, 2022	Annual Support Package, Year 5, 12/1/2022-11/30/2023	\$41,000.00
	Cumulative total	\$289,000.00

LEVRUM CONTACT

Carl Niedner, President
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Corvallis, OR 97339
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carl.niedner@levrum.com

SIGNATURES

The undersigned parties indicate that they are authorized to bind their respective organizations, and that they agree to the terms of this Proposal and its Attachments as of the dates of their signatures.

Date _____

Title

10-09-2018

Date _____

President
Title