

September 23, 2024

Reference: Add-on Modules for Ignition

Automation Professionals Proposal #24-9001

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. There are no changed prices. The pricing table has been re-arranged for clarity. This document supercedes Automation Professionals' Proposal 23-0008.

Discounts

Standard and Cloud Editions

Automation Professionals extends discounts on licenses, for use with Ignition Standard Edition or Cloud Edition, to large corporate customers, Ignition distributors, and Ignition integrators, at the same level offered by Inductive Automation. If public on IA's website, this will be captured at the time of first purchase. Otherwise, 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, for Standard or Cloud Edition, in any combination.

Edge Edition

Automation Professionals offers only bulk purchase discounts on licenses for Ignition Edge Edition, using the following schedule:

Edge Systems Qty	Discount Pct
1-4	No discount
5-24	5%
25-99	10%
100-249	20%
250-499	30%
500+	40%

This matches Inductive Automation's bulk purchase discount schedule for Edge, as of this date. The discount applies to the entire quantity of Edge systems' licenses ordered, not progressively.

General

No discounts are permitted if Automation Professionals must collect any taxes on the sale.

Any bulk discount applies only to the quantities purchased in a single order, with a single invoice.

Purchasing

Sales Taxes

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. If a U.S. buyer cannot provide such a certificate, each order must be accompanied by a physical address for which sales tax can be computed.

Orders

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. When a purchase order is issued, its terms and conditions may not materially conflict with this proposal's terms nor with its general conditions (attached). If sales tax is to be collected, the purchase order must clearly indicate it.



Please use the SKU from the pricing table in the order's line items, and/or the entire product description, with options and edition, to avoid ambiguity.

Edge Edition

Due to the technical details of Ignition Edge Edition's 3rd party module whitelisting system, purchases for the Edge edition must be accompanied by a list of the IA platform license keys to which the purchase shall be applied. Be sure to mark any redundant backup licenses to ensure the correct whitelist is constructed. This can be a separate document if large quantities are involved. As a bonus, Automation Professionals' **free** Integration Toolkit module will be included in the whitelist when any Edge-compatible module is purchased.

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 must be **prepaid** before any license(s) is/are issued. Later purchases will have licenses issued upon order, and the corresponding invoice will have Net30 terms.

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

Standard or Cloud Editions

Module Name	Options	SKU	List Price
EtherNet/IP Communications Suite	Adapter Only	EIP-A	\$1,000
	Adapter Only, Redundant Backup	EIP-AB	\$500
	Scanner+Adapter	EIP-SA	\$2,000
	Scanner+Adapter, Backup	EIP-SAB	\$1,000
	Client Only	EIP-C	\$1,000
	Client Only, Backup	EIP-CB	\$500
	Client+Adapter	EIP-CA	\$2,000
	Client+Adapter, Backup	EIP-CAB	\$1,000
	Client+Scanner+Adapter	EIP-CSAB	\$3,000
	Client+Scanner+Adapter, Backup	EIP-CSA	\$1,500



Advanced Modbus	none	МВ	\$500
	Redundant Backup	мв-в	\$250
Batik Scalable Vector Graphics Canvas	none	втк	\$500
	Redundant Backup	втк-в	\$250
Image Streamer	none	ISK	\$500
	Redundant Backup	ISK-B	\$250
NoteChart	none	NC	\$500
	Redundant Backup	NC-B	\$250
Time Series Database Cache	none	TS	\$500
	Redundant Backup	TS-B	\$250
Combination: NoteChart with Time Series DB Cache	none	NCTS	\$750
	Redundant Backup	NCTS-B	\$375

Edge Edition

Module Name	Options	SKU	List Price
EtherNet/IP Communications Suite	Client+Scanner+Adapter	EIP-E	\$900
	Client+Scanner+Adapter, Backup	EIP-EB	\$450
Advanced Modbus	none	MB-E	\$200
	Redundant Backup	MB-EB	\$100
Combination: Advanced Modbus with EtherNet/IP Communications Suite	Client+Scanner+Adapter	EIPMB-E	\$998
	Client+Scanner+Adapter, Backup	EIPMB-EB	\$499

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

Terms for invoices are Net Zero (0) Days, but note the exception below. These terms and our General Conditions of Sale are an integral part of this proposal.

Buyers that demonstrate prompt payment on a first order may specify 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.