



# VP Link Software Order Form

## Cape Software, Inc.

a wholly-owned company of Wood Group USA Inc.

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Tel: 1 (281) 362-1950 or 1 (346) 410-0554

Email: [subscriptions@capecsoftware.com](mailto:subscriptions@capecsoftware.com) / Web: [www.capesoftware.com](http://www.capesoftware.com)



### 1. Customer Information

**Who gets the software?** (the email addresses will be sent a renewal reminder)

First name\*: \_\_\_\_\_ Last name\*: \_\_\_\_\_

Company Name\*: \_\_\_\_\_

Email\*: \_\_\_\_\_

Additional Email: \_\_\_\_\_

**Where will the software be  used /  installed from** (check one)

Street Address\*: \_\_\_\_\_

Additional Street Address: \_\_\_\_\_

City\*: \_\_\_\_\_ State\*: \_\_\_\_\_

Zip or Post Code\*: \_\_\_\_\_ Country\*: \_\_\_\_\_

### 2. Payment Information

# of Licenses: \_\_\_\_\_. The charge will be **US \$3,600 each, plus TX sales tax (8.25%)**.

Payment can be made via credit card or Purchase Order. If you do not want to transmit your credit card information via this document, leave the CC number, expiration date and security code blank and return the form via-email. Then call Cape Software at 1 (281) 362-1950 or +1 (346) 410-0554, with your purchasing information to complete the order. We do not store credit card information. Order can be sent via e-mail to: [subscriptions@capecsoftware.com](mailto:subscriptions@capecsoftware.com)

Name on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Expiration Month: \_\_\_\_\_ Expiration Year: \_\_\_\_\_ Security Code: \_\_\_\_\_

If issuing a Purchase Order, enter the information below. You will be issued a temporary license (good for 21 days). The license for the full term will be sent upon receipt of payment.

Purchase Order Number: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Purchaser's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Purchaser's Email: \_\_\_\_\_

### 3. Description of Software Bundle

**VP Link Software Bundle:** VP Link Server with 2,000 tags, Live Code GUI client, VP Link Historian and FT Echo VP Link Driver

The software license will be granted for one (1) year from the date of purchase or from a date in the future specified in the "Additional Instructions". The license is for the subscriber's use only and is not transferable. The software is to be used on offline systems only. Significant dangers exist if VP Link is used on a running plant.

### 4. Installation Information

Volume serial number of C: drive ("VOL C:" in a command prompt) \_\_\_\_\_ - \_\_\_\_\_

**System Requirements:** Windows 10 or 11 Workstation or the Server equivalent. The FT Echo VP Link Driver requires Rockwell Automation's FT Echo v3.0.0 or later, which is **NOT INCLUDED** and CUSTOMER must purchase this separately.

### 5. Purchase Authorization

IN WITNESS WHEREOF, the respective authorized representative of each party has executed this Document, consisting of the Cover Pages, Software License, Support and Update Subscription Terms and Conditions, and any other applicable addenda or exhibits as specified herein, to be effective as of the Effective Date. In the event that Wood signs and returns an acknowledgement copy of a customer purchase order, the parties expressly agree that Wood's signature thereon is being provided solely as an accommodation to Customer for Customer's internal purposes, and does not signify Wood's agreement to any terms or conditions which vary, conflict with, or impose additional obligations to the provisions set forth in this Document.

#### CUSTOMER

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Name – Print or Type*

\_\_\_\_\_  
*Title – Print or Type*

\_\_\_\_\_  
*Date*

#### CAPE SOFTWARE, INC.



\_\_\_\_\_  
*Authorized Signature*

**Sonny Llave**  
\_\_\_\_\_  
*Name – Print or Type*

**Sr. Operations Manager**  
\_\_\_\_\_  
*Title – Print or Type*

**March 31, 2025**  
\_\_\_\_\_  
*Date*

# Standard Software Purchase Terms and Conditions

## 1. DEFINITIONS:

**1.1 "Software"** shall mean Wood's proprietary computer programs(s) in object code form (including any accompanying documentation, manuals, upgrades, releases, databases, enhancements and instructions) delivered to Customer and any copies thereof pursuant to this Agreement. Software shall also include the accompanying hardware security device (if any) and third party software and documentation (if any) delivered to Customer by Wood.

**1.2 "Designated Computer(s)"** shall mean a computer owned or leased by Customer, under Customer's control, of a manufacturer, model and operating system for which Wood offers a current version of the Software and which has been registered with Wood according to Wood's standard registration procedure, which currently consists of filling out the Computer Site and Information Form (as amended from time to time by Wood). The Customer may change its Designated Computer(s) at any time, provided Customer complies with Wood's standard registration procedure.

**1.3 "Services"** shall mean those activities as described in Article 6 of this Agreement.

**1.4 "Host User"** shall mean one (1) instance of the Software running on a single server Designated Computer at one given moment.

## 2. LICENSE GRANT:

**2.1 General:** Subject to the terms and conditions of this Agreement, Wood grants and Customer accepts a personal, non-exclusive, non-transferable, revocable license to use the Software during the License Term only on the Designated Computer(s) by employees, agents, and contractors of Customer and Customer's Affiliates. "Affiliate(s)" of Customer shall mean any entity or person directly or indirectly controlling or controlled by or under direct or indirect common control with Customer. For the purposes of this definition, "control" (including, with correlative meanings, "controlling", "controlled by", and "under common control with") means the power to cause the direction of the management of such person or entity, directly or indirectly, whether through ownership of voting securities or otherwise. If Customer allows a third party contractor to access and use the Software, the contractor shall execute a confidentiality agreement covering access and use of the Software. Except as set forth above, the Customer shall not permit any other person or entity to access and use the Software.

**2.2 Copies.** In addition to the Host User copies, the Customer may make archival and/or back-up copies of the Software, provided that Wood's and Wood's vendors' copyright and proprietary notices on the Software are included on such copy.

**2.3 Customer Modifications and Enhancements.** Customer may not make any modifications or enhancements to the Software without Wood's prior written consent.

**2.4 Proper Use of Software.** The Customer acknowledges that the continued integrity of the Software and Wood's performance of its obligations described in this Agreement are dependent upon the proper use and maintenance of the Software by Customer. Proper use and maintenance means that Customer will (i) maintain one (1) complete copy of the Software code intact, (ii) use the Software in accordance with the documentation supplied by Wood and (iii) follow Wood's instructions for installing a new Software release and for correcting and circumventing bugs.

**2.5 Prohibition Against Reverse Engineering.** The Software shall not be reverse compiled, disassembled or otherwise reverse engineered. In the event Customer requires modifications to the Software to make it inter-operable with other software, Wood shall, at its option, (i) make the Software inter-operable with such other Software, (ii) provide Customer

with the tools and information necessary to make the Software inter-operable, or (iii) grant Customer the right to make such modifications, provided that such activities are limited to the minimum extent required for the Software's intended use. Customer shall not (and shall not allow any third party to): (i) remove any product identification, copyright or other notices from the Software; (ii) modify, or, except to the extent expressly authorized herein, incorporate the Software into or with any other software or create a derivative work based in whole or in part on the Software; (iii) except as expressly permitted by this Agreement disseminate information or analysis (including, without limitation, benchmarks) regarding the quality or performance of the Software from any source other than Wood, without the prior written consent of Wood; and (iv) except as expressly permitted by this Agreement, use the output or other information generated by the Software (including, without limitation, output describing the structure of a software program) for any purpose other than in accordance with the documentation delivered to Customer in connection with the Software.

**3. OWNERSHIP AND PROPRIETARY RIGHTS:** Title to, ownership of, and all rights in patents, copyrights and trade secrets in all Software do not transfer to Customer and shall remain in Wood and/or Wood's third party vendors. This license is not a sale of the Software, copies of the Software, or any constituent part thereof, regardless of ownership of the media on which the Software is copied, stored, transferred or utilized. In addition, Wood may furnish Customer with confidential and proprietary information related to the Software ("Proprietary Information") in connection with the provision of Software and support. Customer shall protect such Proprietary Information to the same degree it protects its own proprietary information of similar nature, but with no less than a reasonable degree of care. Such information shall not be given, communicated or otherwise disseminated, in any form, to any person or entity, except for the reasonable transfer of information within Customer's company to its employees, Affiliates, contractors, or consultants having a need to know. Customer acknowledges that the Software and its structure and organization constitute valuable trade secrets of Wood. Such trade secrets are protected under this Agreement. In order to maintain the trade secret status of the information contained within the Software, unless otherwise agreed to in writing, the Software is being delivered to Customer in object code form only.

## DELIVERY AND INSTALLATIONS:

**4.1 Delivery.** Software shall be delivered to Customer by electronic means, except as otherwise agreed to in writing. Customer understands and agrees that, it shall be primarily responsible for the installation of the Software.

**4.2 Acceptance.** Customer agrees that the Software shall be deemed delivered and accepted upon Customer's receipt thereof; however, such acceptance shall not relieve Wood of its warranty obligations hereunder.

## 5. TERM OF LICENSES:

**5.1 Term.** The licenses granted hereunder commence on the Effective Date and expire on the Expiration Date for each Software product licensed. Upon expiration or termination of a license, Customer's right to use the Software license thereunder shall end and upon Wood's written request Customer shall: (i) promptly return all Software and Wood Proprietary Information and all copies thereof to Wood; (ii) use reasonable efforts to erase all Software from the memory of its computer(s) and storage devices or render it non-readable; and (iii) certify in writing that Customer has satisfied the foregoing obligations.

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**5.2 Termination.** Wood may terminate this license if Customer fails to pay the annual renewal fee or commits a material breach of this Agreement with respect to such license, including, but not limited to any breach which adversely affects Wood's or its licensors' intellectual property rights and Customer fails to cure the breach within thirty (30) days after receiving written notice from Wood of such breach.

## **6. SOFTWARE SUPPORT SERVICES ("SSS"):**

**6.1 General.** SSS is an added-cost option available to the Customer for annual term software licenses. If selected by the Customer, Wood will provide the services specified in this Section 6 for the applicable Software. Customer will submit to Wood, via telephone, electronic means, courier or mail, any problems it has with the performance of the Software. Wood will evaluate each problem and determine if it is a Defect or usage issue.

**6.2 Term.** If the Customer selects the added-cost Services option, the Term shall coincide with the Software License effective dates.

**6.3 Definitions.** For the purposes of this Section 6, the following definitions shall apply: "Defect" means a material error in program logic or documentation attributable to Wood, which prevents the performance of a principal computing function as set forth in Wood's published specifications for the Software. "Upgrade or Update" means a revision of the Software with minor changes and/or Defect corrections. Upgrades/Updates, if any, occur between each Release of the Software. "Release" means a new version of the Software with new features and/or significant enhancements to existing modules. "Documentation" means the user or system manuals and other published material delivered with the Software to Customer which include the specifications.

### **6.4 Services under SSS.**

**6.4.1** Wood will remedy Defects using reasonable efforts to (i) provide a bug fix, patch or workaround procedure, and/or (ii) incorporate a permanent Defect correction in the next Upgrade or Release of the Software. If the problem is not a Defect (a) Wood may, in its sole discretion, provide a remedy by the same means as specified in Sections (i) and (ii), above, or take no action; or (b) Consultative Support Services from Wood may be available to Customer to remedy the problem, for an additional fee.

**6.4.2** Customer will receive any available Upgrades without additional fee. Wood will provide instructions and/or revised user documentation to assist the transition in installing Upgrades.

**6.4.3** If Customer has chosen to purchase SSS that includes Releases, Customer will receive any available Releases without additional fee during the License Term.

**6.5 SERVICE LIMITATIONS:** Customer must designate a system manager who is familiar with the Software and has had system administrator training. Support calls to Wood should be routed through the Customer system manager. Wood will support only the current Release of the Software and the immediately preceding Release. All associated computer hardware and operating system software must be maintained at the lesser of 1) the level required by the latest Release, or 2) the level deemed necessary by Wood. Customer must provide Wood controlled access to the system via a Customer approved method. Wood may provide some reasonable assistance (determined in Wood's sole discretion) to help optimize or enhance Customer's use of the Software. Additional Consultative Support Service from Wood may also be available to Customer under separate agreement. When Wood determines that any requested assistance has exceeded a reasonable level, Wood will supply a quotation for additional Consultative Support Service.

## **7. PAYMENT:**

**7.1 Payment and Taxes.** Payment must be made in U.S. Dollars within fifteen (15) days after Customer's receipt of an invoice, which may be issued by Wood on or after the due date stated in the Cover Pages. Payments to Wood shall be made without deduction for taxes, imports, customs, levies or other withholding ("Tax") or shall be grossed-up to provide Wood the same payment amount after such Tax as it would have received without the imposition of such Tax, together with tax receipts or similar evidence of any Tax payment by Customer. Customer agrees that, except as otherwise provided herein, the license fees specified hereunder have been fully earned by Wood upon Customer's receipt of the Software, and such license fees are due and payable to Wood (without any further performance on the part of Wood) in accordance with the provisions of this Agreement. All such license fee payments will be made without setoff, counterclaim, recourse or other defense. These fees are due and payable annually in advance. Contractor shall invoice Company on a monthly basis for all Services rendered by Contractor during the prior period. Any delinquent payment shall earn interest at the rate of one percent (1%) per month until paid, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of Texas. The existence of minor errors or inconsistencies in any of Wood's invoices shall not be cause for delay of payment.

**7.2 Remedies.** In the event Customer fails to make any payment to Wood or its Assignee when due, which failure continues for forty five (45) days after the due date for such payment; in addition to any other rights and remedies available to Wood or Assignee, all amounts owed by Customer hereunder shall become immediately due and payable and, in addition, Wood or its Assignee may recover reasonable attorney's fees and legal expenses in exercising any of its rights and remedies upon default. Wood or such Assignee will notify Customer of any failure to receive a payment when due, but Customer's failure to receive notice will not excuse a default or limit the remedies available to Wood or Assignee as described herein.

## **8. WARRANTY LIMITATION:**

WOOD DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONALITY OF THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF WARRANTY WAS A MATERIAL FACTOR IN THE ESTABLISHMENT OF THE LICENSE FEE CHARGED HEREUNDER, AND THAT WOOD WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THIS LIMITATION. THE SOFTWARE IS PROVIDED BY WOOD "AS IS" AND WITHOUT WARRANTY OF ANY KIND OR NATURE, AND WOOD DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. WOOD DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE IS INTERRUPTION OR ERROR FREE.

**9. WARRANTY OF SERVICES:** Wood warrants that the Services will be performed in a professional manner consistent with industry standards. If, during the ninety (90) day period following completion or termination of the Services, it is shown that these standards have not been met, and Customer has promptly notified Wood in writing of such

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failure, Wood shall perform, at its cost, such corrective services as may be necessary within the original scope of its Services to remedy such deficiency. THIS REMEDIAL OBLIGATION SHALL CONSTITUTE WOOD'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND THE ACTIVITIES INVOLVED IN THEIR PERFORMANCE, IRRESPECTIVE OF WOOD'S STRICT LIABILITY, FAULT OR NEGLIGENCE. WOOD HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

**10. RELEASE AND LIMITATION OF LIABILITY:** IN NO EVENT SHALL ONE PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THE LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT, STRICT LIABILITY OR NEGLIGENCE OF EITHER PARTY. EACH PARTY ASSUMES ALL BURDEN OF RISK OF LOSS, DAMAGE OR INJURY WITH RESPECT TO ITS OWN PERSONNEL AND PROPERTY, AND EACH PARTY HEREBY RELEASES AND UNDERTAKES TO DEFEND AND INDEMNIFY THE OTHER PARTY FROM ALL LIABILITY, LOSS, COST OR EXPENSE WITH RESPECT THEREON, IRRESPECTIVE OF THE FAULT OR NEGLIGENCE OF EITHER PARTY. NEITHER PARTY SHALL BE LIABLE FOR DAMAGES FROM ANY DEFECT IN SOFTWARE, CLAIMS BY THIRD PARTIES OR ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, NEGLIGENCE, OR OTHERWISE ARISING MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF A LEGAL PROCEEDING THEREON. WOOD'S MAXIMUM AGGREGATE LIABILITY, IF ANY, TO CUSTOMER (WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE) WITH RESPECT TO THE SOFTWARE, THE SERVICES AND THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE OF THE FEES ACTUALLY PAID BY CUSTOMER TO WOOD HEREUNDER, AND CUSTOMER HEREBY RELEASES WOOD FROM ANY AND ALL LIABILITY, LOSS, COST AND EXPENSE IN EXCESS OF SUCH AMOUNT, IRRESPECTIVE OF THE FAULT, STRICT LIABILITY OR NEGLIGENCE OF ANY PARTY.

**11. RESTRICTED RIGHTS:** If Customer is acquiring the Software under a United States government contract, Customer agrees that it will include all necessary and applicable restricted rights legends on the Software and the documentation to protect Wood's proprietary rights under the FAR or other similar regulations of other federal agencies. The Customer agrees to always include such legends whenever the Software is, or is deemed to be, a deliverable under that contract.

**12. EXPORT:** Customer acknowledges that the Software is subject to export and import control of the United States of America. Customer agrees that the Software will not be exported, re-exported or resold. Customer represents and warrants that the Software shall not be used for any nuclear, chemical/biological warfare, missile end-use or training related thereto.

## 13. GENERAL:

**13.1 Force Majeure.** Either party's failure to perform its obligations hereunder shall not be deemed a breach of this Agreement if such failure is due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of Nature, or other causes beyond the reasonable control of the party claiming force majeure. This provision shall apply to Customer's obligation to pay any sums due under this Agreement.

**13.2 No Assignment.** Customer shall not assign, sublicense or otherwise transfer Software or Proprietary Information or otherwise assign its rights or obligations under this Agreement without the prior written consent of Wood, *except that* Customer may, with respect to a license hereunder, assign such license to an acquirer of the plant, division or site which uses such license, provided further that such acquirer agrees in writing to be bound by the provisions of this Agreement. Such assignment will not be construed to expand the scope of the license beyond the plant, division or site acquired.

**13.3 Amendment; Waiver.** All modifications to this Agreement must be in writing and signed by both parties. Failure or delay of either party to exercise any right or remedy hereunder shall not constitute a waiver of rights or remedies under this Agreement.

**13.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas, excluding its conflicts of law rules, regardless of where any action may be brought. The Customer hereby agrees to submit to the non-exclusive jurisdiction of the state and federal courts of Texas.

**13.5 Entire Agreement.** This Agreement is the exclusive statement of the terms and conditions between the parties with respect to the matters set forth herein, and supersedes all other agreements, negotiations, representations, tender documents, and proposals, written and oral. Any additional or conflicting provisions contained in Customer's purchase order shall not apply.

**13.6 Severability.** If any provision of this Agreement is held unenforceable or inoperative by any court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of this Agreement.

**13.7 Notices.** Any notice given hereunder shall be sent in writing to the other party's business address set forth on the Cover Page or to such other party and address as such party shall most recently have designated in writing. Notices directed to Wood shall be sent "Attention: Legal Department".

**13.8 Counterparts.** This Agreement may be executed in several identical counterparts, each of which when executed by the parties hereto and delivered shall be an original, but all of which together shall constitute a single instrument.

**13.9 Survival** The obligations set forth in Sections 2.5, 3, 5, 7, 10, 11, 12 and 13 shall survive termination or expiration of this Agreement.