

October 21, 2014

ESC-28306-001

Debbie Ioia
Southerly WWTP
910 Dublin Rd, RM 3032
Columbus, OH 43215

E-mail: daioia@columbus.gov

RE: ESC-28306 Southerly WWTP-2015 DASProtect Sentry Renewal-Jackson Pike and Southerly

Dear Debbie Ioia:

ESC is pleased to provide you a proposal for ESC|StackVision DASProtect.

We are passionate about your success and that is why we offer you DASProtect, a comprehensive support and maintenance plan for our StackVision and data controller products. You rely on ESC|StackVision and data controllers to monitor and report stack emissions to help your company meet its environmental compliance objectives and related business objectives. As such, your company's success, as well as your success, is related to your effective utilization of these products to meet these objectives. When you have a question or encounter an issue related to your use of these products, you need access to information and people that can help answer your question or resolve your issue quickly. Additionally, you need updates to these products to address ongoing changes in environmental regulatory requirements, security requirements, and technology as well as to provide you with ongoing improvements in functionality.

Pricing to renew your DASProtect agreement is presented below. We have included optional pricing for our upgraded ESC|DASProtect Fortress plan that entitles you to new licensed functionality in StackVision (for example, new functionality to address the Utility MACT), assistance installing StackVision server software updates, assistance reloading StackVision server software in the event of server failure, access to web-based training, and a replacement purchase discount on controllers. Please see the attached Scope of Work document for additional information.

The offer presented in this proposal is valid for a period of 90 days from the date of issuance. ESC's pricing is contingent upon the full and complete acceptance of this proposal and the documents referenced herein (including all attachments). If desired, you may lock in your current pricing by issuing a contract or purchase order now for an extended term and price. To assist with processing, your contract or purchase order should reference this proposal and indicate the full term and price of the services that you purchase. Additionally, you should send your contract or purchase order to escsales@envirosys.com and attach a copy of your tax exempt certificate (if applicable). If you have any questions, please do not hesitate to call me at the number listed below.

Sincerely,

ESC Sales

escsales@envirosys.com
(512) 250-7902

BASE SCOPE & PRICE

2015 - StackVision DASProtect			
Plant/Server	Description	Term	Price For Designated Term
Jackson Pike WWTP	<ul style="list-style-type: none"> • DASProtect Type: Sentry • Number of servers: 1 • Number of controllers: 2 • Refer to note(s): 1 	3/2015-2/2016	\$13,777.00
Southerly WWTP	<ul style="list-style-type: none"> • DASProtect Type: Sentry • Number of servers: 1 • Number of controllers: 2 • Refer to note(s): 1 	3/2015-2/2016	\$13,777.00
Total:			\$27,554.00
<p>The following notes apply where referenced above: 1) The price for each plant/server will be invoiced in full at the start of the designated term. 2) The price and term for each plant/server will be divided and invoiced in annual periods (unless otherwise specified). The first invoice will be issued at the start of the designated term and subsequent invoices issued 30 days prior to the start of subsequent periods.</p>			

OPTIONAL SCOPE & PRICE

2015 - StackVision DASProtect			
Plant/Server	Description	Term	Price For Designated Term
Southerly WWTP	<ul style="list-style-type: none"> • DASProtect Type: Fortress • Number of servers: 1 • Number of controllers: 2 • Refer to note(s): 1 	3/2015-2/2016	\$16,000.00
Total:			\$16,000.00
<p>The following notes apply where referenced above: 1) The price for each plant/server will be invoiced in full at the start of the designated term. 2) The price and term for each plant/server will be divided and invoiced in annual periods (unless otherwise specified). The first invoice will be issued at the start of the designated term and subsequent invoices issued 30 days prior to the start of subsequent periods.</p>			

ATTACHMENTS

- StackVision DASProtect Scope of Work
- ESC Process for Agent Assisted Support



StackVision DASProtect Scope of Work

Revised May 27, 2014

1.0 Introduction

The purpose of this document is to define the scope of technical support (“Support Services”) and product maintenance (“Maintenance”) available via a DASProtect Agreement (“DASProtect Agreement”). Recognizing that different companies have different needs, we offer two levels of DASProtect: Sentry and Fortress. The differences between Sentry and Fortress are summarized in the tables below and described in the subsequent sections of this document. The processes by which an entitled company (“Company”) or user (“User”) obtains service under a DASProtect Agreement are defined in separate ESC process documents (“Support Processes”).

Support Services		Sentry	Fortress
On-Line Support	Cases	Included	Included
	Solutions	Included	Included
	Ideas	Included	Included
Agent Assisted Support	Access During Normal Business Hours	Included	Included
	Access After Normal Business Hours (For Emergency Cases Only)	Included	Included
	Time to Resolution Targets	Included	Included
Assistance Reloading StackVision Server Software		Not Included	Included
Assistance Installing StackVision Server Software Updates		Not Included	Included
Web-Based Training		Not Included	Included
ESC Customer On-Site Training Class Discount		Not Included	Included
Optional Services		Purchased Separately	Purchased Separately

StackVision Maintenance		Sentry	Fortress
License for Backup Server		Included	Included
Software Updates	Existing Licensed Functionality	Included	Included
	New Licensed Functionality	Not Included	Included
	Next Generation Software	Not Included	Included
Access to MATS Module		Not Included	Included
Access to Sorbent Trap Module		Not Included	Included
Server Management Discount		Not Included	Included
SQL Server Tune – Up Discount		Not Included	Included
Software Escrow		Not Included	Included

Data Controller Maintenance		Sentry	Fortress
Repair Services		Included	Included
Loaner Services		Included	Included
Spare Parts Purchase Discount		Not Included	Included
Replacement Purchase Discount		Not Included	Included
Trade-In Program for Next Generation Data Controller		Not Included	Included
ModBus Activation		Not Included	Included



2.0 Definitions

Agreement (or DASProtect Agreement): the contractual arrangement formed between the Company and ESC when the Company issues a Purchase Order to ESC to purchase specific Coverage for specific Company Assets and Covered Products over a specific Term in accordance with the terms and conditions of an ESC Proposal and all ESC documents referenced by the ESC Proposal (including this document). In the event of conflict, the terms and conditions of the ESC Proposal shall take first precedence, this document shall take second precedence, all other documents referenced by the Proposal shall take third precedence, and the Company's Purchase Order shall take final precedence.

Company (or Authorized Company): a legal entity with an active Agreement.

Company Assets: the specific plants, facilities, and/or reporting units covered by an Agreement.

Coverage: the specific services available under an Agreement.

Covered Products: the specific ESC Products covered by an Agreement.

Non-Covered Products: products that: a) are not ESC Products; or b) are ESC Products that are not explicitly covered under an Agreement. Non-Covered Products include governmental and 3rd party tools that are used to verify and submit compliance information to governmental agencies.

Platform: the computer hardware, operating system, database software, etc. required to run a Covered (software) Product.

Term: the period of time covered by an Agreement.

User (or Authorized User): a) is a direct employee of an Authorized Company; and b) has an active user account record in a Covered Product.

3.0 Support Services

3.1 On-Line Support

Users are entitled to leverage the self-support tools available via ESC's Customer Access Portal ("CAP") in order to obtain rapid, on-demand assistance, without having to call ESC Support. A summary of the functionality provided via CAP is summarized below.

- The Cases feature of CAP provides Users with the ability to:
 - Submit new cases to ESC Support
 - Check on the status of existing cases
 - Add, review, or update information on case records
 - Correspond with Support Agents assigned to cases
 - Review historical case records
- The Solutions feature of CAP provides Users with the ability to:
 - Search for known answers to questions
 - Search for known resolutions to issues
 - Identify emerging and/or common issues and obtain the knowledge necessary to proactively avoid and/or address these issues
- The Ideas feature of CAP provides Users with the ability to:
 - Post new Ideas to enhance ESC Products
 - Vote on existing Ideas to help ESC prioritize its efforts to deliver valuable enhancements in each release of an ESC Product
 - Comment on existing Ideas to help ESC understand how to implement enhancements to ESC Products in a manner that meets the diverse needs of all Users

A User must register for access to CAP by contacting ESC Support. A Company is entitled to register an unlimited number of Users for access to CAP. Users whose primary job location is at a plant will have access to all Case



records at that plant. Users whose primary job location is at a corporate office will have access to all Case records at plants associated with that corporate office.

3.2 Agent Assisted Support

Users are entitled to leverage the knowledge and experience of the ESC Support Group in order to obtain answers to questions or resolutions to problems related to their use of ESC Products in accordance with Support Processes. Key attributes of agent assisted support are described below.

3.2.1 Access

During normal business hours, Users can obtain agent assisted support by submitting a new case in CAP, calling ESC Support at 512-250-7901, or emailing ESC Support at support@envirosys.com. Outside of normal business hours, Users can obtain agent assisted support when required to address emergency issues (as defined by Support Processes) by calling ESC Support at 512-250-7901. Normal business hours are documented in Support Processes.

3.2.2 Time to Resolution Targets

ESC strives to meet the Time to Resolution Targets defined below.

Case Urgency	50% of All Cases Per Quarter Resolved In Less Than...	90% of All Cases per Quarter Resolved In Less Than...
Normal Cases	1 Business Day	3 Business Days
Critical Cases	0.5Business Day	1 Business Day
Emergency Cases	2 Hours	24 Hours

ESC monitors Time to Resolution in aggregate (all cases from all Companies/Users over a calendar quarter) and makes dynamic adjustments to ensure that we consistently meet these Time to Resolution Targets. Time to Resolution is defined as the elapsed time between when a case is submitted and when a means of resolution is identified excluding time when the case’s status is not “Open” as described in Support Processes. Time to Resolution Targets vary with case Urgency, which is classified per Support Processes.

3.3 Assistance Reloading StackVision Server Software (Applies to Fortress Only)

A Company with Fortress Coverage is entitled to receive assistance reloading StackVision software updates (along with a copy of the Company’s configuration, data, and custom report files) in the event of server failure. The Company is responsible for troubleshooting server malfunctions, repair and/or replacement of failed server hardware, installing and configuring 3rd party software (including operating system and database software), and for providing restorable backups of StackVision configuration, data, and custom report files. ESC is not obligated to recover data from files that have not been backed up by the customer, are not restorable, or have become corrupted.

3.4 Assistance Installing StackVision Server Software Updates (Applies to Fortress Only)

A Company with Fortress Coverage is entitled to receive assistance installing StackVision software updates that they receive as part of their DASProtect Agreement on covered StackVision servers (up to twice per year). This includes helping the Company to obtain a license key for the software update, run the required installation programs, enter the license key, and restart required services and/or programs. The Company retains responsibility for downloading the StackVision software update from ESC’s website, moving the downloaded files onto the covered StackVision server, and taking the steps required to update StackVision client machines if the Company’s security restrictions prohibit the operation of StackVision’s automated client update functionality. Users must contact ESC Support to negotiate a schedule for provision of this service. Time to resolution targets do not apply to this service.

3.5 Web-Based Training (Applies to Fortress Only)

Companies with Fortress Coverage are entitled to leverage ESC’s library of web-based training modules. These modules help train plant operators, CEMS technicians, and environmental engineers in the use of Covered Products to perform their job functions. To obtain access, a User must register for our web-based training modules by contacting ESC Support. A Company is entitled to register an unlimited number of Users provided all of



the company’s plants have Fortress Coverage. Otherwise, the Company is entitled to register an unlimited number of Users whose primary job location is at a plant with Fortress Coverage and up to one User, whose primary job location is at a corporate office, per plant with Fortress Coverage.

3.6 ESC Customer On-Site Training Class Discount (Applies to Fortress Only)

Companies with Fortress Coverage are entitled to a 10% discount from ESC’s current List Pricing for all customer on-site training classes. Customer on-site training classes have a specified limited amount of registered students, depending on the training topic. All customer on-site training should be requested with a minimum of 90 days’ notice. Requests for on-site training with less than 90 days’ notice are subject to availability of ESC training personnel. ESC will attempt to accommodate requested training dates, however ESC reserves the right to accept or reject any requested training dates.

3.7 Optional Services (Purchased via Separate Agreement)

The purpose of Support Services is to provide Companies/Users with assistance in answering questions and resolving issues related to their use of ESC Products. If a Company needs additional help in meeting its compliance obligations and related business objectives, ESC offers a variety of Optional Services (services that are not included in a DASProtect Agreement and must be purchased via a separate agreement) that allow the Company to leverage ESC’s broad range of resources, skills and experience. The purpose of these Optional Services is to help the Company optimize its use of ESC Products as well as its overall approach to meeting its compliance obligations and related business objectives. As a Company’s needs for these Optional Services are unique and may change over time, ESC will work with the Company to define the specific scope of Optional Services that it needs when it needs them. Some of the Optional Services that are available from ESC are as follows.

Type	Description
Training	Provide standard training classes or specialized instruction on product usage, product configuration, regulations, etc.
Engineering	Provide services to implement (configure, install, test, etc.) new Covered Products or implement new/revised functionality in updates to existing Covered Products
	Provide services to modify, audit, and/or verify the configuration of Covered Products or reconcile configuration differences in Covered Products
	Provide services to upgrade firmware in Covered Products
	Provide services to integrate Covered Products with other products and/or systems and provide ongoing services to maintain and support such integrations
Reporting	Provide standard services to perform periodic data QA data; enter and verify system calibration and certification records; generate, verify, and submit reports, etc.
Regulatory	Provide standard services to create, review, and/or update monitoring plans, QA/QC plans, etc.
	Provide consulting services to help the Company establish its environmental compliance objectives and related business objectives, determine how to use Covered Products to meet these objectives, and/or audit the Company’s programs and processes to determine if they are effectively complying with these objectives
IT	Provide standard, ongoing services to manage the Company’s on-premise servers and related hardware and software used to run Covered Products (“Platform”)
	Provide services to help the Company troubleshoot and resolve issues with the Platform used to run Covered Products or any other systems interfaced to Covered Products
	Provide services to install updates to the Platform; monitor the operation and performance of the Covered Products and Platform; establish and implement maintenance plans, data backup and retention plans, and disaster recovery plans for Covered Products and the Platform; etc.
Remote Hosting	Provide standard, on-going services to remotely host the servers used to run Covered Products
Customization	Provide specialized services to develop custom reports, custom scripts, custom code, etc. in and/or for Covered Products and on-going services to maintain and support such customizations



4.0 StackVision Maintenance

4.1 License for Backup Server

A Company is entitled to an extension of their license for Covered StackVision Products. This extension permits the Company to install a copy of the StackVision server software on a backup server to minimize the risk of downtime experienced as a result of server hardware maintenance or failure provided that the backup server is used strictly in the event of primary server maintenance or failure. This extension does not entitle the Company to install StackVision server software on a computer for on-going use as a test or training system. This coverage only applies for the term of the DASProtect Agreement.

4.2 Software Updates

4.2.1 Existing Licensed Functionality

A Company is entitled to obtain and install updates to Covered StackVision Products that are classified by ESC as updates to Existing Licensed Functionality, when these updates are released by ESC. ESC periodically releases such updates to correct known defects, enhance existing functionality, and address changes in existing stack emissions regulatory requirements, existing security requirements, existing technology, etc.

4.2.2 New Licensed Functionality (Applies to Fortress Only)

With Fortress Coverage, a Company is entitled to obtain and install updates to Covered StackVision Products that are classified by ESC as New Licensed Functionality, when these updates are released by ESC. ESC periodically releases such updates to provide functionality that: a) was not available in previous versions and/or editions of StackVision; and/or b) addresses new stack emissions regulatory requirements (such as requirements to monitor and/or report new parameters or to use new methodologies for monitoring parameters, certifying monitoring systems, calculating emissions, or reporting results), new security requirements, new technology, etc.

4.2.3 Next Generation Software (Applies to Fortress Only)

ESC may choose to develop a next generation software product to replace StackVision when evolutions in technology, regulations, etc. necessitate obsolescence. With Fortress Coverage, a Company is entitled to upgrade their license for a Covered StackVision Product to a next generation software product when ESC has specifically designated that the next generation product is covered under its DASProtect Fortress Agreement for the specific edition of the Covered Product for which the Company is licensed.

4.3 Access to MATS Module (Applies to Fortress Only)

ESC provides Fortress customers with access to the MATS Module in StackVision, at no additional charge. This module will provide functionality to report data to the EPA under the Mercury and Air Toxics Standards (MATS) via StackVision. This module is independent of the Sorbent Trap Module, which is required to use Sorbent Traps to monitor mercury emissions via StackVision.

4.4 Access to Sorbent Trap Module (Applies to Fortress Only)

ESC provides Fortress customers with access to the Sorbent Trap Module in StackVision, at no additional charge. This module provides functionality to use Sorbent Traps to monitor mercury emissions via StackVision. This module is independent of the MATS Module, which is required to report data to the EPA under the Mercury and Air Toxics Standards (MATS) via StackVision.

4.5 Server Management & SQL Server Tune-Up Discount (Applies to Fortress Only)

ESC's Annual Server Management provides the following valuable services to our customers: server backups (with check sum/restore verification); data management; ensuring servers are up-to-date and optimized on their Microsoft and StackVision releases; SQL maintenance including integrity checks and index optimization; statistics optimization, SQL server-side alerts, server monitoring; disaster recovery involving the rebuilding of server software and data in the event of a fatal server crash. Customers who have email access can also receive the alerts/performance report emailed on a timely basis. The SQL Tune-Up is a one-time service to assess the performance of a customer's server, which includes preventative maintenance and a system backup review. Fortress customers are entitled to a 10% discount of current list pricing for either the one-time SQL Server Tune-Up or the annual Server Management program.



4.6 Software Escrow (Applies to Fortress Only)

With Fortress Coverage, a company is entitled to register for our software escrow service. By registering for this service, a company is entitled to receive a copy of our StackVision software source code ("Code") in the event that ESC and its successors (including any third party to whom ESC may have sold the intellectual property rights to the Code) exit the stack emissions compliance reporting business and discontinue support for Covered StackVision Products without offering the Company a path for upgrading these products or a reasonably comparable solution based upon new products. A Company, who receives a copy of the Code as described above, will be licensed to utilize it to maintain, support, and update its Covered StackVision Products for use on Company Assets. Receipt of the Code does not transfer intellectual property rights for the Code or the Covered StackVision Products to the Company. As such, the Company is not entitled to disclose, distribute, or sell copies of the Code or any derivative works to any other party.

5.0 Data Controller Maintenance

5.1 Repair Services

A Company is entitled to obtain services to repair hardware failures in Covered Controller Products. Specifically, ESC will provide remote services to assist in troubleshooting controller malfunctions as well as return-to-factory repair services, inclusive of parts and labor, for covered controllers. ESC will expend reasonable efforts and expenses to troubleshoot and repair covered controllers.

If any covered controller hardware is determined to be defective, the Company will either: a) send the defective hardware to ESC for repair; or b) ESC will send replacement parts. The Company agrees to return defective hardware within five (5) working days of the Company's receipt of replacement hardware from ESC. If all defective hardware is not shipped within thirty (30) days of the Company's receipt of notice from ESC that defective hardware has not been received, the Company agrees to pay the full purchase price of the replacement hardware in accordance with ESC's current price plus all applicable taxes. Defective equipment shall be returned via channels chosen by ESC and shall be insured by the Company. All shipping charges shall be the responsibility of the Company.

ESC's obligations for controller repair coverage do not include repairing controllers that are rendered unserviceable due to unauthorized modification, misuse, vandalism, willful destruction, Acts of War, Acts of God, etc. Additionally, the Company recognizes that all controller hardware has a limited useful life and may not be readily repaired if it becomes unserviceable, outdated, or obsolete. Should ESC be unable to reasonably repair the equipment because it has, in ESC's opinion, become unserviceable, outdated, or obsolete, ESC will recommend that the Company purchase replacement controllers.

5.2 Loaner Services

A Company is entitled to obtain a loaner controller from ESC to minimize downtime experienced as a result of a malfunction of a Covered Controller Product. Specifically, ESC will provide a replacement controller on a loaner basis in the event of a malfunction of a covered controller provided that ESC has an available controller in its inventory. Loaner controllers are typically shipped on the same business day that the Company requests a loaner, subject to availability, and via the shipping method chosen by the Company. The Company is entitled to use the loaner for the period of time that they are actively pursuing repair or replacement of the malfunctioning unit per ESC's direction. The loaner must be returned to ESC within five (5) working days of repair or replacement of the malfunctioning controller or ESC's request for return of the loaner. If the loaner is not returned within this period of time, then the Company agrees to pay the full purchase price of the loaner hardware in accordance with ESC's current price plus all applicable taxes. Loaner equipment shall be returned via channels chosen by ESC and shall be insured by the Company. All shipping charges shall be the responsibility of the Company.

5.3 Spare Parts Purchase Discount (Applies to Fortress Only)

With Fortress coverage, a Company will receive a 20% discount of current list pricing for any purchases of data controller spare parts.



5.4 Replacement Purchase Discount and Trade-In Program for Next-Generation Data Controller (Applies to Fortress Only)

With Fortress Coverage, a Company can purchase an ESC Data Controller at a 10% discount off of the current list price in the event that an existing Covered Controller Product becomes unserviceable and/or obsolete. This discount will apply to the purchase of a next-generation controller in the event that the next-generation controller has been designated by ESC as the standard replacement for a controller that has become obsolete. To obtain the discount, the Company must trade-in an existing Covered Controller Product, which has comparable I/O to the replacement controller. The trade-in must be returned within thirty (30) days of receipt of the replacement controller. If the trade-in controller is not returned within this period of time, then the Company agrees to pay the full purchase price of the replacement controller in accordance with ESC's current price plus all applicable taxes. All charges associated with shipment of the replacement and trade-in controllers shall be the responsibility of the Company.

5.5 ModBus Activation (Applies to Fortress Only)

When a Company decides to change their data communication from hardwire to ModBus TCP, Fortress customers can contact ESC Support and they will remotely process the change in the Company's data controller and activate the ModBus communication protocol at no charge.

6.0 Clarifications and Exclusions

A Company and its Users are solely responsible for interpreting regulatory and permit requirements, establishing programs and procedures to comply with these requirements, and implementing the necessary quality assurance measures to verify compliance. Additionally, a Company and its Users are solely responsible for their use of Covered Products to meet their compliance obligations and business objectives. In obtaining products and services from ESC, the Company and its Users understand and agree that ESC is not legally or financially responsible for meeting the Company's compliance obligations and business objectives and therefore is not subject to the payment of fines, consequential damages, loss of profit, etc.

The Optional Services described in this document are explicitly excluded from the Coverage provided by a DASProtect Agreement and may be purchased via a separate agreement.

3rd parties are not entitled to Coverage under a DASProtect Agreement.

ESC's obligations under a DASProtect Agreement are limited to providing products and services that are explicitly included as Coverage and are contingent upon the Company taking necessary action to enable ESC to provide this Coverage without having to provide any products or services that are not explicitly included as Coverage. For example, ESC may recommend that the Company modify the configuration Covered Products to resolve a support case. In this case, the Company may modify the configuration on their own or purchase Optional Services from ESC to make these changes.

A Company must maintain continuous levels of Coverage on Covered Products in order to receive the full benefits of a DASProtect Agreement. Reinstatement of Coverage that has not been continuous since the time of purchase of such Covered Products may require the purchase of new software and/or hardware to bring these Covered Products up-to-date, the payment of a reinstatement fee, and/or the purchase of a multi-year DASProtect Agreement. Likewise, upgrading to a higher level of Coverage after initial purchase of such Covered Products may require the payment of an initiation fee and/or the purchase a multi-year DASProtect Agreement in order to begin obtaining the benefits of the higher level Coverage.

A Company and its Users agree to follow ESC requirements and recommendations for using Covered Products as detailed in contractual agreements, product documentation, etc. ESC reserves the right to modify such requirements and recommendations at its sole discretion. For example, for each software release, ESC will stipulate the required Platform and environment settings (such as operating system, database, security, network, and internet settings). ESC is not obligated to provide Coverage related to use of Covered Products that is in conflict with such requirements and recommendations or that is outside of the designed intent or capabilities of the products. Additionally, ESC is not obligated to provide Coverage for older versions of ESC Products that are no longer supported by ESC.



The Coverage described in this document does not apply to customizations of Covered Products. Customizations are modifications to Covered Products that are made by ESC or a Company to meet a Company's specific objectives in a non-standard manner (such as via custom reports, custom scripts, custom code, etc.). Services to customize Covered Products are not included in the scope of a DASProtect Agreement and may be purchased separately as Optional Services. Likewise, services to support and maintain customizations are not included in the scope of a DASProtect Agreement (even if the customizations were made by ESC) and may be purchased separately as Optional Services. For example, under a DASProtect Agreement, ESC is not obligated to troubleshoot and resolve issues related to customizations, to maintain the compatibility of future product updates with these customizations, or to provide services to fix or replace these customizations should they become non-functional.

The Coverage described in this document does not apply to any "Non-Covered Products". Should the Company experience problems associated with the interaction between Covered Products and Non-Covered Products, ESC will provide limited support to the extent that: a) the Covered Products were designed to work with the specific Non-Covered Products; and b) the Company adhered to all requirements and guidelines for installing, using, and interfacing the Covered Products and Non-Covered Products. ESC reserves the right to modify its requirements and guidelines for interfacing with Covered Products and for limiting the types of interfaces that it supports (for example, ESC does not support SQL queries, SQL views, flat-file EDRs, CSV export, the native PI interface, the EDAS API, etc.). The support that ESC will provide is limited to helping the Company troubleshoot problems associated with the interaction between the Covered Products and Non-Covered Products and recommending steps to resolve issues related to these interactions. ESC's obligations cease upon demonstration that the Covered Products are functioning as designed. This may involve demonstrating proper operation of the Covered Products in a test environment or via standard support tools.

The scope of a DASProtect Agreement does not include services to use, troubleshoot, or resolve problems associated with the use of governmental and 3rd party tools (such as the federal EPA's ECMPS or e-GGRT tools) that are used in conjunction with Covered Products to meet the customers compliance obligations and related business objectives. For example, for Companies using the ECMPS tool, the Coverage described in this document does not include services to: a) enter, update, and check monitoring plans in the ECMPS tool; b) export monitoring plan files from the ECMPS tool and import these files into Covered Products; c) update the configuration of Covered Products to address changes in monitoring plans, reporting instructions, file schemas, or the ECMPS tool; d) generate certification and emissions files via Covered Products and import, verify, and submit these files via the ECMPS tool; and e) work with the EPA (or the EPA's vendors) to troubleshoot and resolve issues related to the reporting instructions, file schemas, and the ECMPS tool.

ESC will maintain a dedicated support group and will apply the resources of this group to diagnose and resolve cases with due consideration for the priority of each case in accordance with Support Processes. While ESC will strive to meet defined Time to Resolution Targets, ESC is not obligated to resolve any specific case in any specific timeframe. A User needing rapid resolution of a specific case should inform ESC of the urgency of their situation so that ESC can properly prioritize and/or escalate work on the case (refer to Support Processes). ESC reserves the right to schedule the provision of all Support Services as required to equitably serve all of its Users.

ESC commits to provide Users with "reasonable efforts" to diagnose and resolve issues associated with their use of Covered Products. ESC reserves the right to negotiate additional fees for: a) the provision of services that are outside the scope of Coverage as defined by this document (such as the Optional Services described previously); b) on-site services; and/or c) levels of service that are significantly beyond those that ESC provides to other Users. ESC is not obligated to resolve any specific case in any specific manner.

A Company is solely responsible for ensuring that its Users are qualified to perform their job functions as related to their use of Covered Products. This includes ensuring that its Users have adequate skills, training, and experience. ESC is not obligated by the scope of this document to provide services to train Users in their use of Covered Products or in the performance of their job functions.

All Support Services will be provided from ESC's offices. Support Agents will interact with Users via CAP, telephone, and/or email and will access Company records in Covered Products as required to resolve cases. The Company is responsible for providing ESC with secure, high-speed, remote access to all Covered Products that are not hosted



by ESC. The Company agrees to reimburse ESC for any direct expenses that ESC incurs to meet any requirements that the Company has for obtaining and maintaining this access. Examples of requirements that may result in the need for reimbursement of expenses include: requirements to perform background screenings on ESC employees requiring access; requirements for ESC employees to complete Company specific training required to obtain and maintain access; requirements that ESC employees periodically login to the Company's systems to maintain this access; requirements that ESC purchase specific hardware, software, and/or services to obtain and maintain this access; etc. The Company recognizes that ESC's ability to provide timely technical support is contingent upon our ability to gain timely access to their Covered Products.

The Company and its Users recognize that ESC may not be able to provide Coverage when prevented by circumstances beyond ESC's reasonable control, including Acts of God, power outages, telephone outages, internet connectivity outages, problems with third-party systems, etc.

A User is responsible for following all Support Processes when obtaining the Coverage described in this document. This includes contacting ESC Support when he/she needs assistance as Support Services are provided on a per request basis for each specific instance of an issue. This also includes providing assistance to the Assigned Support Agent as needed. This assistance may include, but is not limited to: a) participating in telephone discussions; b) providing the Assigned Support Agent with all information required to document, replicate, and troubleshoot the issue that the User is experiencing; and c) following ESC's instructions to troubleshoot the issue, test possible solutions, implement corrective measures, and verify resolution.

ESC Support will maintain records of all cases in ESC's case management system in order to facilitate Support Processes. These records will include a summary level description of each case and related correspondence. Users may access their case records via CAP. ESC is not obligated to enter such information into any other system or log or to provide the Company or its Users with any additional information that is not captured in our case management system and made available via CAP. The Company is solely responsible for maintaining their own compliance logs and/or any records that they deem necessary to satisfy their compliance obligations and business objectives.

All information related to the configuration, use, and architecture (such as user interface elements, database schemas, communication protocols, etc.) of Covered Products; all information contained in CAP; and all information provided by ESC Support to Users related to troubleshooting and/or resolving support cases, documentation of User Stories, etc. is considered the intellectual property of ESC. A Company and its Users must treat this information as confidential and take reasonable measures to preclude disclosure or distribution of this information to people who are not direct employees of the Company and who are not Authorized Users. ESC is not obligated to publish information related to the internal architecture of ESC Products or to provide support to Users interfacing with Covered Products via unsupported means.

Nothing in this document should be construed to obligate ESC to add, fix, or remove any specific functionality in Covered Products in any specific manner or in any specific timeframe. Likewise, nothing in this document should be construed to obligate ESC to maintain any specific functionality or compatibility of Covered Products for any specific timeframe. Similarly, while resolution of a support case may involve submittal of a User Story (a request to add, fix, update, maintain, or remove specific functionality in Covered Products) to ESC's Product Management/Development Group, such action does not obligate ESC to address the User Story in any specific manner or in any specific timeframe.

ESC reserves the right to alter the terms and conditions of this document as well as the terms and conditions of Support Processes at any time.



ESC Process for Agent Assisted Support

Revised March 21, 2013

1.0 Introduction

The process by which a User obtains Support Services under the terms of a Support Services Agreement is defined in applicable support process documents (“Support Processes”). The purpose of this Support Process is to define the process by which a User obtains Agent Assisted Support Services. ESC reserves the right to alter the terms and conditions of any of its Support Processes at any time.

2.0 Agent Assisted Support (Normal Business Hours)

A User may obtain agent assisted support during normal business hours if he/she is entitled to such services in accordance with a Support Services Agreement. Normal business hours for agent assisted support are currently defined as 7AM-6PM Central Time (8AM-7PM Eastern Time or 6AM-5PM Pacific Time), Monday through Friday (excluding ESC holidays). The process for obtaining agent assisted support during normal business hours is described below.

2.1 Submit Case

A User obtains agent assisted support during normal business hours by submitting a new case in the ESC Customer Access Portal (CAP), calling ESC Support at 512-250-7901, or emailing ESC Support at support@envirosys.com.

2.2 Triage Case

When a new case is submitted, a Support Agent will first determine if resolution of the case involves providing the User with a simple, known answer to a question or solution to a problem. If so, then the Support Agent will proceed to resolve the case (as described in Section 2.4). If not, then the agent will classify the case’s Urgency so that the case can be assigned and worked as described in Section 2.3. Classification of Urgency is described below.

- The Urgency will be classified as “Emergency” if any of the following are true.
 - The User is experiencing an issue with a Covered Product that is having an immediate and significant impact on plant operations, and ESC has not been able to provide the User with a temporary workaround.
 - The User is experiencing an issue with a Covered Product that is currently resulting in the loss of critical compliance and/or business data, and ESC has not been able to provide the User with a temporary workaround.
- The Urgency will be classified as “Critical” if it does not meet the criteria for being classified as Emergency and any of the following are true.
 - The User is experiencing an issue with a Covered Product that will have a significant impact on plant operations within 2 business days, and ESC has not been able to provide the User with a temporary workaround.
 - The User is experiencing an issue with a Covered Product that will result in the loss of critical compliance and/or business data within 2 business days, and ESC has not been able to provide the User with a temporary workaround.
 - The User is experiencing an issue with a covered product that has caused him/her to miss, or will cause him/her to miss within 2 business days, a significant regulatory compliance deadline or a significant management deadline, and ESC has not been able to provide the customer with a temporary work around.
- The Urgency will be classified as “Normal” if it does not meet the criteria for being classified as Emergency or Critical.

After triaging the case as described above, the Support Agent will send an email to the User to confirm to that we have created a case record and completed our initial evaluation of the case. The email will provide the User with a case number (for use in uniquely identifying the case) and a link to the case record in CAP (for use in reviewing the case record). The above steps are typically completed within 1 business hour of case submittal. If the User believes



that the case's urgency was not properly classified, then he/she should call ESC Support to request that it be re-classified.

2.3 Assign and Work Case

Emergency cases are assigned to an appropriate Support Agent immediately. Non-emergency cases are assigned to an appropriate Support Agent as soon as they reach the top of the Support Queue. Cases are prioritized in the Support Queue as follows.

- Urgency: Cases of higher Urgency are prioritized ahead of cases of lower Urgency.
- Age: For a given classification of Urgency, older cases are prioritized ahead of newer cases.

The priority of each case in the Support Queue is automatically updated as cases are added to, or removed from, the Support Queue. A User can monitor the position of his/her case in the Support Queue by reviewing the case record in CAP.

Once a case is assigned, the Assigned Support Agent will proceed to work with the User to diagnose and resolve the case. When working on the case, the Assigned Support Agent will engage the User as needed via phone calls and/or emails. Additionally, the Assigned Support Agent will maintain the case record in CAP by adding comments, emails, and attachments and updating case fields such as the case description, resolution, and status when appropriate.

The User is responsible for assisting the Assigned Support Agent as needed. This may include, but is not limited to: a) participating in telephone discussions; b) providing the Assigned Support Agent with all information required to document, replicate, and troubleshoot the issue that the User is experiencing; and c) following ESC's instructions to troubleshoot the issue, test possible solutions, implement corrective measures, and verify resolution.

2.4 Resolve Case

2.4.1 Resolution Does Not Involve User Story

When a possible means of resolving a case has been found that does not involve a User Story (a request to add, fix, update, or remove specific functionality in a Covered Product), the Assigned Support Agent will provide the User with recommended steps to implement the resolution, send the User a confirming email, and update the status of the case accordingly. Recommended steps may include, but are not limited to, the following.

- Modify the setup and/or configuration of Covered Products
- Edit data and/or records in Covered Products
- Change the User's approach to using Covered Products
- Update a Covered Product to the latest release
- Remove, replace, update, modify, reconfigure, reprogram, and/or repair Non-Covered Products that are used to run and/or access Covered Products, have been interfaced to Covered Products, and/or are interfering with the operation of Covered Products
- Obtain Optional Services from ESC (services not covered by a Support Services Agreement)

As described above, the Assigned Support Agent will typically provide the User with recommended steps to implement the resolution as opposed to implementing the resolution on behalf of the User as this will help the User become more self-sufficient and increase his/her productivity using the Covered Product in the future. In certain situations, however, the Assigned Support Agent may implement the resolution on behalf of the User if the Support Agent believes that doing so: a) is reasonable based upon an evaluation of the specific circumstances; b) is the most expeditious approach to resolving the case; and c) will not impact the timely delivery of support services to other Users. In these situations, the Assigned Support Agent will implement the resolution, send the User a confirming email requesting that he/she confirm that the case has been resolved, and update the status of the case accordingly.

2.4.2 Resolution Involves User Story

When resolution of a support case involves a User Story, the Assigned Support Agent will: a) provide the User with an appropriate workaround (if possible); b) submit the User Story to ESC's Product Management/Development



Group for consideration; c) send the User a confirming email; and d) and update the case status and User Story Status fields on the case record accordingly. The User Story Status is an indication of the progression of the User Story through its lifecycle. The User will receive email updates notifying him/her of changes in the status of the User Story. Additionally, the User can check on the status of the User Story on-demand by reviewing the case record in CAP. The definitions of possible User Story Status values are provided below.

Step 1:

- CCB Review – The User Story is being reviewed by ESC’s Change Control Board (“CCB”) in order to assign a status of Open For Voting, Selected for Consideration, or Rejected.

Step 2:

- Open for Voting – The User Story is considered an enhancement and is posted on our Ideas Forum. Customers with access to our Ideas Forum are able to comment and vote on this User Story to promote its future selection.
- Selected for Consideration – The User Story is selected for consideration in a future release based upon a thorough review and/or votes posted on the Ideas Forum.
- Rejected – The User Story is being rejected for one of the following reasons: 1) the story was a duplicate, 2) the story was resolved without the need for software development, or 3) the story was rejected based upon customer feedback (from the Ideas Forum, Technical Advisory Group meetings, User Group meetings, etc.).

Step 3:

- Action Required – The User Story is marked action required because additional information must be collected. ESC may contact the case owner. Based on the information provided, the User Story status will then be marked Selected for Consideration, In Development, Open for Voting, or Rejected.

Step 4:

- In Development – The User Story is being worked on by ESC’s Product Development Group.

Step 5:

- Addressed in Release X.X – The User Story was addressed in the designated release. Refer to the release notes for details.

2.5 Close Case

As the Assigned Support Agent works to identify a means of resolving a case, he/she will update the case record to indicate its current status until the case is considered closed. Possible status values, which indicate that the case is not considered closed, include the following.

- Open: The case is being worked by ESC.
- Resolved – Awaiting Customer Action: ESC has communicated a possible means of resolution to the User and asked the User to implement the resolution and verify that the case is resolved.
- Resolved by ESC – Awaiting Verification: ESC has implemented a resolution on behalf of the User and has asked the User to verify that the case is resolved.
- Support Management Review: The case has been escalated to the Director of ESC’s Support Group for guidance on how to proceed.
- Software QA Review: The case has been escalated to ESC’s Software QA Group for assistance in troubleshooting a possible product issue.
- User Story Review: A User Story is being drafted as a possible means of resolving the case.
- User Story Submitted: A User Story has been submitted to ESC’s Product Management/Development Group as a possible means of resolving the case. The current status of the User Story is shown in the User Story Status field on the case record.



- Hold – Customer: The case has been placed on-hold at the request of, or pending a response from, the User.
- Hold – RMA: The case has been placed on-hold pending shipment of equipment.

Possible status values, which indicate that the case is considered closed, include the following.

- Closed - Resolved by Customer: The User closed the case via CAP or notified the Assigned Support Agent that the User had resolved the case.
- Closed – Resolved by ESC: ESC provided the User with recommended steps to resolve the case or implemented such steps on behalf of the User, asked the User to verify that the case was resolved, and either received confirmation from the User that the case was resolved or did not receive any feedback to the contrary for 7 days.
- Closed – User Story Addressed: The User Story associated with the case resulted in a change to a Covered Product. The release in which the change is available is shown in the User Story Status field on the case record.
- Closed – User Story Rejected: The User Story associated with the case was rejected based upon Customer feedback and/or additional criteria evaluated by ESC’s Product Management/Development Group.
- Closed – Hardware Transfer: The case was resolved via repair and/or exchange of a Covered Hardware Product.
- Closed – No Response from Customer: The case was closed as the User did not respond to the Assigned Support Agent after repeated attempts to communicate via phone and/or email.

2.6 Escalate Case

2.6.1 Functional Escalation

If the Assigned Support Agent determines that resolution of the case will require services not covered by a Support Services Agreement, then he/she will escalate the case to the appropriate functional group within ESC. A case may be escalated to: a) ESC’s Projects Group if the case involves project work covered under a separate agreement; or b) ESC’s sales group if resolution requires services that are not covered under an existing agreement. To escalate a case, the Assigned Support Agent will discuss the case with the appropriate functional group, contact the User to inform him/her that the case is being escalated, send the User a confirming email, and close the case record. The functional group assuming responsibility for the case will contact the User and proceed to work with him/her to resolve the issue under the terms of an appropriate agreement.

2.6.2 Time Based Escalation

ESC strives to provide timely support to all Users in a fair and equitable manner. On an individual case level, ESC prioritizes work on each case as described previously. As the Priority of each case is a function of the case’s age (elapsed time since submittal), the Priority of the case is automatically escalated over time. On a macro level, ESC monitors the Time to Resolution of all cases and makes dynamic adjustments to ensure that we consistently meet our Time to Resolution Targets. Time to Resolution and Time to Resolution Targets are defined in applicable Support Services Agreements.

2.6.3 User Requested Escalation

ESC strives to provide timely and quality support services to each User in accordance with applicable Support Services Agreements and Support Processes. If a User is concerned about ESC’s effort or approach to resolve a specific case, then he/she may escalate the case to the Director of ESC’s Support Group. Some examples include situations where a User is concerned that ESC may not (or did not):

- Fully understand the User’s question or issue
- Classify the Urgency of the case appropriately
- Resolve the case in a timely manner
- Take the right approach to troubleshoot the issue
- Provide an appropriate means of resolving the case
- Communicate with the User in an effective and/or professional manner
- Document the case record appropriately



- Adhere to applicable Support Services Agreements and/or Support Processes

Before escalating a case, the User should call the Assigned Support Agent to discuss his/her concerns and work with the Assigned Support Agent to address these concerns. Should the User continue to have concerns after working with the Assigned Support Agent, then the User should escalate the case by calling the Director of ESC's Support Group at 512-250-7973. The Director of ESC's Support Group will work with the User to develop a plan to address these concerns in accordance with applicable Support Services Agreements and Support Processes.

3.0 Agent Assisted Support (Emergency, After-Hours)

A User obtains agent assisted support for emergency issues (as defined above) outside of normal business hours if he/she is entitled to such services in accordance with a Support Services Agreement. The process for obtaining emergency, after hours support is the same as the process for obtaining support during normal business hours with the following exceptions.

- To obtain agent assisted support outside of normal business hours, a User must call ESC Support via phone at 512-250-7901 as cases submitted via CAP and email are only evaluated during normal business hours.
- Calls to ESC Support outside of normal business hours will be answered by a 3rd party calling service. The calling service will ensure that each call gets routed to an appropriate On-call Support Agent.
- The On-call Support Agent will begin working on the case immediately and will continue working on it until it is resolved or can be reclassified as a non-emergency.
- As each after-hours case is handled by an On-call Support Agent, work on the case may be temporarily delayed if the On-call Support Agent must remotely connect to the User's systems and/or go to ESC's offices to perform the work.
- Should resolution of an after-hours case require repair and/or replacement of a Covered Hardware Product, provision of the repair service or the replacement product will be deferred until normal business hours due to complications with shipping equipment outside of normal business hours.
- Work on a non-emergency case will be deferred until normal business hours.