



Service Agreement for

Company Name: City of Columbus
Division of Sewerage and
Drainage

Company Location: Columbus, OH

Proposal Number: COC-2009/10SLA

Revision Number: A

Customer RFQ:

Inquiry Reference :

Date: June 29, 2009

Proposal Validity This proposal is valid for
30 days

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Please send your Purchase Order to:
frank.moreno@ips.invensys.com

The following terms apply to this Service Agreement:

Timeframe: This Service Agreement comes into effect on **September 1, 2009** and will remain in force until: **August 31, 2010**

Firm Prices: Prices are in **US Dollar** and are firm for all material shipped and/or services rendered except as noted in the body of the Service Agreement.

Taxes: All taxes, customs and duties are additional and will be added to the final invoice, as applicable.

Invensys Terms & Conditions:

- APPENDIX A General Terms and Conditions – Services and Hardware & Software Upgrades
- Global Terms and Conditions of Agreement between Purchaser and IPS
- Local Terms and Conditions

Annexed
 Enclosed
 Enclosed

This proposal contains technical and business information that is proprietary to Invensys. It is provided to Customer solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Invensys.

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1. EXECUTIVE OVERVIEW

This Service Agreement (the "Agreement") is entered into between Invensys (local legal entity: _____) (herein after called "Invensys") and:

TABLE 1

PURCHASER INFORMATION:					
Company Name:	City of Columbus				
Corporate Location:	Columbus, Ohio				
End User Location(s):	2104 Jackson Pike Columbus, OH 43223				
SERVICE AGREEMENT INFORMATION:	<input type="checkbox"/> New	Billing Cycle:	<input type="checkbox"/> Annually		
	<input checked="" type="checkbox"/> Renewal		<input checked="" type="checkbox"/> Quarterly		
	<input type="checkbox"/> Amendment		<input type="checkbox"/> Other _____		
CURRENCY TYPE	US Dollar				
SERVICE DESCRIPTION	VALUE	ENCLOSURE			
I. Service Agreement Value	\$34,679.00	<input checked="" type="checkbox"/> Detail enclosed			
II. Software Assurance Program		<input type="checkbox"/> Detail enclosed			
III. Hardware Assurance Program		<input type="checkbox"/> Detail enclosed			
IV. Embedded Services					
1 AdvantagePlus Upgrade Projec:		<input type="checkbox"/> Detail enclosed			
2 Site Services		<input type="checkbox"/> Detail enclosed			
3 Site Services – Third Party		<input type="checkbox"/> Detail enclosed			
4 Standard Training		<input type="checkbox"/> Detail enclosed			
5 Custom Training		<input type="checkbox"/> Detail enclosed			
6 Alarm Management		<input type="checkbox"/> Detail enclosed			
7 Control Management		<input type="checkbox"/> Detail enclosed			
8 Cyber Security		<input type="checkbox"/> Detail enclosed			
9 Wireless Solution		<input type="checkbox"/> Detail enclosed			
10 Other Embedded Service(s) (list titles)		<input type="checkbox"/> Detail enclosed			
V. Total Agreement Value*	\$34,679.00				
*Note: Agreement value per process unit may be listed in Service Agreement Deliverables, Table 3.					
PAYMENT SCHEDULE:	ANNUAL PAYMENT TOTAL	PERIOD PAYMENT	PERIOD LENGTH	START DATE	END DATE
Year 1:	\$34,679.00	\$8,669.75	Quarterly	Sep 1, 2009	Aug 31, 2010
Year 2 (Estimated):					
Year 3 (Estimated):					

2. SERVICE AGREEMENT DELIVERABLES

2.1 Base Deliverables

The following base deliverables, as applicable to the indicated product line, form the foundation of the Service Agreement.

TABLE 2

BASE DELIVERABLES	Triconex	SimSci	SCADA	InFusion	I/A Series	Esscor	Avantis	A ²
Technical Assistance Availability	24/7	NBH	24/7	24/7	24/7	NBH	NBH	24/7
Website Subscription	Y	Y	Y	Y	Y	Y	Y	Y
Software Support Releases (intra-version releases)	N/A	Y	Y	Y	Y	Y	Y	Y
Remote Services ¹	N/A	Y	Y	Y ²	Y	Y	Y	N/A
Priority Response - Corrective On-Site Assistance (enroute next business day, billable labor)	Y	Y	Y	Y	Y	Y	Y	Y
Preventive Maintenance Visit (one per annum)	N/A	Y	Y	Y	Y	N/A	N/A	Y
Module Exchange Program (MEP) Advance Replacement Service (billable material)	Y	N/A	Y	Y ³	Y	N/A	N/A	N/A

NOTES:

- 1) The extent of Remote Services provided varies as applicable to product, operating platform, connectivity selection, optional software and Service Agreement terms.
- 2) Remote Services are available for InFusion applications on an I/A Series platform.
- 3) MEP is applicable if InFusion applications are running on I/A Series platform.

DEFINITIONS:

Y = Yes (applicable to product line)
 N/A = Not applicable to product line
 24/7 = 24 hours per day, 7 days per week
 NBH = Normal business hours

2.2 Product Lines and Locations

THIS SERVICE AGREEMENT COVERS THE FOLLOWING PRODUCT LINE(S), AT THE FOLLOWING SITE(S).

Note: The intention of Table 3 is to indicate coverage of multiple product lines and process units, sites, and locations. If the Service Agreement covers only one product line in one process unit at one site, it is not necessary to use this table.

TABLE 3

LINE NO.	AGMT VALUE OF UNIT	PRODUCT LINE	PROCESS UNIT NAME	SITE LOCATION
1	\$34,679.00	I/A Series	Div. of Sewerage & Drainage	Columbus, OH
2				
3				
4				
5				
6				
7				
8				