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**Customer FIRST Program
Support and Services Agreement
Premium
for
City of Columbus
Columbus, Ohio

CFA Renewal 2015**

Proposal No.: CPC-1114-34815, Rev. 0

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This Proposal is valid for 60 calendar days
from the date of this Proposal.

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Invensys and Schneider Electric

Schneider Electric, a global specialist in energy management, completed its acquisition of Invensys PLC on 17th January, 2014. The Invensys Group is now part of the Schneider Electric group of companies. This change does not affect the terms or commitments of this proposal in any way and Schneider Electric will continue to support and invest in Invensys products and solutions.

Combining the strengths of Schneider Electric and Invensys will offer greater value to your business. Through this integration, we are building a global, innovative, technology company with a strong position in integrated industrial automation, software and energy management. Our ability to offer more comprehensive solutions – along with our global execution capabilities will enable Schneider Electric to help you increase business performance and improve operational efficiency.

Note to City of Columbus: We are still operating under “Invensys Systems Inc.” and **all Contracts and Purchase Orders should be made out to “Invensys Systems, Inc.”**

1. EXECUTIVE SUMMARY

The Customer FIRST Support and Services Program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from Foxboro and Triconex systems. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Invensys and its network of partners are uniquely qualified to help Customer FIRST members effectively utilize our applications, systems, services and solutions.

Invensys' globally-situated Foxboro and Triconex support and service teams are uniquely qualified to deliver the high quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Invensys systems from the potential of catastrophic loss.

The Customer FIRST Program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, we can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Invensys, now part of Schneider Electric, has earned a global reputation for support excellence with continuously improving levels of service and performance, and through recognition by prestigious organizations such as TSIA (Technology Services Industry Association) and Service Strategies (SCP – Service Capability & Performance).

2. PROPOSAL SCOPE

The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support, onsite corrective support, product lifecycle assessment, and more. Discounts on value-add services are offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements that you anticipate encountering during the coverage timeframe of your Agreement.

2.1 CUSTOMER FIRST PROGRAM – INTRODUCTION

The Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

2.2 CUSTOMER FIRST PROGRAM – PREMIUM LEVEL

Premium level membership in the Customer FIRST Support and Services program provides a high level of support availability and responsiveness augmented by additional services designed to empower your business. The Customer FIRST Support and Services program offers you the assurance of access to expert technical support, and priority en route response commitment for on-site corrective assistance. Your business will keep pace with the latest advancements in Invensys products and solutions with access to the latest software version upgrades and maintenance releases. If applicable to covered equipment, scheduled preventive maintenance visits and accelerated shipment of material are provided. Flexible payment options are available for purchase of labor-based services, material-based services and training.

3. CUSTOMER FIRST FEATURES SUMMARY

3.1 CUSTOMER FIRST PROGRAM – FOXBORO FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

VOct_3_2014_Foxboro



Included Services	Premium
CORE SUPPORT AND SERVICES	
Technical Support Phone Access	24/7
Web Support – Knowledgebase, Online Training*, Proactive Communications	Y
En route response commitment for Onsite Corrective Assistance	24hrs*
Preventive Maintenance site visits per year	2
Software maintenance releases, service packs, patches and updates	Y
Software Version upgrades and Revisions**	Y
Module Exchange/Reserve Program	Exchange
ACCESS TO REPORTS	
Annual Lifecycle Assessment Report	Y
Upgrade Planning Roadmap	Y
Support Usage and Summary Reports	Y
Contract Management/Performance reviews per year	2
RemoteWatch Exception Reports per year †	2
TOOLS	
Autodiag - Lifecycle Assessment Tool for Schneider Electric Products	Y
System Asset Viewer	Y
RemoteWatch Service †	Y
SERVICES AND MATERIAL DISCOUNTS	
Advantage Program	50%
Site Support Services	10%
MEP/MPR Parts	43%
Consulting Services (when purchased with Service Agreement)	10%
Spares	10%
Test and Offline Development System Licenses	50%

Optional Services

Optional Services	Premium
Onsite Corrective Assistance – Labor Cost Inclusive	Included
MEP – Material Cost Inclusive	Included

* where available

** exclude labor and hardware, additional conditions apply.

† minimum purchase criteria applies. Your sales person can advise you.

4. AGREEMENT CONTENT

4.1 CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

4.1.1 Premium Level – Included Services

4.1.1.1 Core Support and Services

Technical Support Phone Access:

Invensys provides expert technical assistance and application support during normal business hours via regional support centers and locally-based service engineers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

Premium level: 24 hours per day, 7 days per week (24/7)

Emergency 24 Hour Technical Support:

Invensys provides emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system or plant down situation.

Web Support – Knowledgebase, Proactive Communications:

Invensys provides its extensive knowledgebase of technical user documentation, issue solutions, and software via the Customer Support website. The registration profile allows the website user to refine their access to only the product content of interest.

Invensys web tools provide online support case management. Customer personnel may submit service requests online; if qualified for handling as a support case, a tracking number will be issued. Cases may be reviewed online by the submitter.

In addition, website-registrants will receive pro-actively issued communications of two types:

- 1) Those that describe identified technical product problems and provide a solution
- 2) Notifications pertaining to lifecycle management topics such as hardware and software release notifications, and service program changes.

En Route Response Commitment for Onsite Corrective Assistance:

Invensys solutions are reliably supported through a remote connection (VPN or web conference). This approach provides fast, effective support, particularly in emergency situations. In the event that our Technical Support Engineers/Consultants are unable to resolve your support case via remote methods, Invensys will provide hands-on corrective assistance at your site.

A skilled Invensys service engineer/consultant will travel to your site to perform necessary remedial actions with the objective of returning your system or application to normal operation. These activities may include system troubleshooting, defective hardware replacement, and software restoration³ or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the level of Customer FIRST support enrollment, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Invensys' control.

Notes:

- 1) *Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, manual installation activity associated with "Patch Deployment to RemoteWatch Server", preventative maintenance work, startup support and upgrade labor.*
- 2) *Labor and materials, travel and living expenses are billable unless otherwise defined in the Agreement terms. Billable labor hours include travel time, time spent obtaining plant access, time spent onsite and offsite performing evaluations and preparing documentation necessary for the assigned tasks.*
- 3) *Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.*

This Customer FIRST Support and Services Agreement includes:

Premium level: 24 Hours En Route Response Commitment for Corrective Assistance

Preventive Maintenance site visits per year:

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications. They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Invensys will help you determine the appropriate length of the PM visit per site.

Once per year, or more frequently if RemoteWatch Services V4.0 is enabled, Invensys will collect system configuration data via use of an Invensys tool known as FERRET. This data will be analyzed as a proactive aid in helping to identify any potential need for corrective or preventive activity.

The data files will be stored in the Global Support Center (GCS) Installed Base Repository and used to develop your Annual Lifecycle Assessment Report and Upgrade Planning Roadmap.

They are also available for System Asset Viewer application use. These Customer FIRST features are described in this proposal.

Notes:

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*
- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit does not include installation of version licenses, revision releases and maintenance releases, or any startup activities.*
- 4) *The Preventive Maintenance Site Visit includes RemoteWatch Server maintenance support. It does not include activity associated with the optional RemoteWatch Services (Remote Backup Service, Netsight Console, Data Diode, Patch Deployment to RemoteWatch Server).*
- 5) *These activities, and others that fall outside of PM scope of work, require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

Premium level: Two (2) Preventive Maintenance site visits per year

Software Maintenance Releases, Service Packs, Patches and Updates:

With the Customer FIRST Support and Service program, Invensys provides maintenance releases and fixes for covered software related to your application that is released during the contract period. This applies to software that is in the Preferred (i.e., most current) lifecycle phase.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Invensys makes no guarantee that maintenance releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

Software Version Upgrades and Revisions:

Invensys provides Software version upgrade and revision releases with the Customer FIRST Support and Services program. This benefit provides you with the ability to upgrade and keep covered Invensys software continuously current at the Preferred (i.e., most current) lifecycle phase.

The Version release is the most significant software upgrade. It generally contains major new features and enhancements. The Revision release generally contains both software correction and minor enhancements.

License(s) and upgrade media will be made available upon release, in electronic or physical format as appropriate, during the program coverage timeframe. Invensys makes no guarantee that version and revision releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

Version Upgrade Eligibility:

- Invensys software must be at the current version to be eligible for future Invensys version upgrades. If software is not at the current version at the time the Customer FIRST agreement is executed, the customer must purchase the current upgrade version. Once this criteria has been met, entitlement to future Invensys software versions begins and will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite tier level) is maintained with no lapse in support coverage.

Revision Upgrade Eligibility:

- For customers enrolled in Standard, Premium or Elite levels of the Customer FIRST Program, the eligibility for future revision upgrades will continue for as long as an active Customer FIRST agreement is maintained with no lapse in support coverage.

Notes:

- 1) *Upgrades to third-party operating system (OS) software, application software, and anti-virus software may be required to support new Invensys system and application version and revision releases. These are not part of the Software Version Upgrades and Revisions element of the Customer FIRST program.*
- 2) *New hardware may be required to support new Invensys system and application version and revision releases. An incentive program may be offered as appropriate to support such requirements. (Refer to Advantage Program.)*
- 3) *System shutdown may be required to support hardware and software version and revision releases.*

Module Exchange Program (MEP):

Invensys provides access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component on your Foxboro or Triconex system, you may arrange for exchange of the malfunctioning unit with another unit. The replacement material generally ships within one business day of request for service. Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate. Pricing is contingent on receipt of the malfunctioning equipment at Invensys' designated facility, and Invensys' subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

4.1.1.2 Access to Reports

Annual Lifecycle Assessment Report:

Invensys understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment Report provides a top level view of the current lifecycle status of the products in use at your site and

outlines key business objectives related to their maintenance and supportability. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

Invensys will collect system configuration data either remotely or during a site visit. The data files are stored in the Global Customer Support (GCS) Installed Base Repository and used to develop the Annual Lifecycle Assessment Report.

Upgrade Planning Roadmap:

Building on the Lifecycle Assessment Report, the components of your system and applications, as appropriate, will be assessed for potential upgrade to preferred (current) phase products. This collaborative activity with customer staff focuses on identifying a logical progression for the potential upgrade of your equipment, software and files, and potentially, third party products. The deliverable is a high-level upgrade roadmap that will help facilitate effective short and long term upgrade planning decisions. It will be updated annually, and may be used as the foundation for the optional Upgrade and Migration Planning service.

Support Usage and Summary Report:

The Support Usage and Summary Report highlights all support case activity logged by Invensys' service management system, including technical telephone support, labor-based site visits and material exchange activity. The report is distributed via email on a monthly basis.

Contract Management/Performance Reviews per year:

Invensys will review the Customer FIRST Support and Services program performance periodically with you on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to your site.

Premium level: Two (2) reviews per year

4.1.1.3 Tools

Autodiag – Lifecycle Assessment Tool for Schneider Electric Products

The Autodiag self-service tool provides an initial assessment of the existing installed base of Automation and Electrical Distribution equipment, highlighting key actions to be taken to upgrade or maintain these systems and to minimize any risks. There are four sections to the report:

- 1) Criticality assessment
- 2) Summary of the existing equipment
- 3) Recommendations
- 4) Information on Schneider Electric Automation Services that can help you upgrade your systems and minimize risks

System Asset Viewer:

The System Asset Viewer is a stand-alone application that accesses the system configuration data maintained in the Global Customer Support (GCS) Installed Base Repository.

Its easy-to-use Windows-based graphical interface presents a wealth of system configuration data – grouped by node, station, monitor or switch and include component version and patch levels, site topology, and lifecycle stages – to provide a complete view of where equipment is in its lifecycle. In addition, System Asset Viewer can be an invaluable aid in troubleshooting and diagnosing system anomalies and may potentially prevent production downtime or poor performance.

If the System Asset Viewer application is installed on a personal computer or RemoteWatch server at your site, your staff can use it to access your system configuration data and lifecycle phase information on demand. System Asset Viewer can also be used by Invensys Field Service Representatives during site visits.

4.1.1.4 Services and Material Discounts

Advantage Program:

The Advantage Program provides cost-effective upgrade options that include substantial incentives for the exchange of existing Foxboro and Triconex systems equipment. A discount for Advantage Program upgrades is provided when the refurbishable decommissioned units are returned to Invensys. The Advantage discount is applicable only to Preferred hardware and software products that qualify for Advantage program pricing.

The Advantage Upgrade Program Policy applies.

Premium level: 50% discount on Advantage Program orders

Site Support Services:

A discount on the current Invensys labor rate at time of service is provided on labor hours dedicated to Site Support Services.

Site Support Services utilize the talents of Invensys Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Site Support Services are generally applicable to smaller scale projects. Invensys will help you define the scope of work to meet your specific requirements. If you are interested in having similar work performed on a larger scale, arrangements can be made with the appropriate resources within our organization.

For examples of applicable activities, refer to “Site Support Services” in the “Policies and Guidelines for Specific Customer FIRST Features” section of this document.

Premium level: 10% discount on labor rate for Site Support Services

Module Exchange Program (MEP) Parts:

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Invensys meeting Module Exchange Program Policy qualifications.

Note: Not applicable to consumable products

MEP Parts: 43% discount on list price. Landed costs (duties, fees, etc.) may apply.

Consulting Services (when purchased with Service Agreement):

Consulting Services allow you to leverage skilled Invensys resources that can help optimize the performance of your existing assets, conduct routine performance assessments and assist with new product deployment. The Customer FIRST Program provides you with access to discounts on Consulting Services when purchased in conjunction with your support and services agreement.

Whether you are planning a new project and need help architecting a solution, or want recommendations to optimize the performance of your existing application for a single-site project or a global, enterprise-wide engagement, we will help you make arrangements with the appropriate resources within the Invensys organization. Consulting Services combine best-in-class software technologies with in-depth process, plant and IT expertise.

Premium level: 10% discount on list price

Spares:

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Premium level: 10% discount on list price

Test and Offline Development System Licenses:

For customers that use an offline system to mirror their online system for testing upgrades, development, etc., before moving those changes into production, a discount is applicable to all off-line test system, development or disaster recovery system licenses.

Premium level: 50% discount on list price

4.1.2 Premium Level – Optional Services

Invensys offers the following optional services with the Customer FIRST Support and Services program for your consideration.

Onsite Corrective Assistance – Labor Cost Inclusive:

The Customer FIRST program allows you to control your maintenance budget by including prepaid labor costs, and associated travel and living expenses, for Onsite Corrective Assistance in your Support and Services Agreement coverage. Coverage hours are consistent with the defined Technical Support hours of the selected Customer FIRST program level.

Note: Includes all onsite labor and travel time, and travel and living expenses, required to meet the objectives defined under 'En route Response Commitment for Onsite Corrective Assistance'.

Module Exchange Program (MEP) – Material Cost Inclusive:

Products provided from Invensys inventory under the Module Exchange Program will be covered (non-billable) under this Agreement, contingent on receipt of the customer's malfunctioning equipment at its designated facility and subsequent determination by Invensys that the returned unit meets Module Exchange Program Policy qualifications.

5. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

The policies and guidelines described in this section apply to the specifically ascribed service deliverables and programs.

5.1 SUPPORT HOURS AND RATES

Customer FIRST Support and Services shall be performed during the normal workday as defined by local practice or labor law, or as defined in this Agreement. Support, services, and travel hours in excess of the normal workday may be billable, subject to the specified Customer FIRST Program level, labor terms and provisions of this Agreement.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	<p>Normal workday hours: <u>8</u> AM to <u>5</u> PM Normal work week: <u>Monday ~ Friday</u></p> <p><input checked="" type="checkbox"/> Invensys-designated holidays will be observed.</p>
2	TRAVEL HOURS	<p>Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site.</p> <p>The point of origin shall be:</p> <p><input checked="" type="checkbox"/> Home base of the Invensys engineer performing the work</p> <p>The following detail will apply as determined appropriate by Invensys and Customer. Travel hours will be billed for:</p> <p><input checked="" type="checkbox"/> Actual time incurred</p>
3	SERVICE RATES	<input checked="" type="checkbox"/> Service Rates are defined in local Service Rate Schedule

5.2 ON-SITE SERVICES

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Invensys as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Invensys and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Invensys and Customer.

(b) Unless otherwise agreed in writing by Invensys and Customer, all on-site Services will be billed to Customer at the then current Invensys service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Invensys and Customer.

(d) Service time committed in advance by Invensys on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Invensys representative has been released from the job site, or has completed his assignment, the Customer will pay Invensys charges computed as if the Invensys representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Invensys representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Invensys representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Invensys representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Invensys representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Invensys, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Invensys' current list prices.

5.3 LIFECYCLE SUPPORT POLICY

Invensys has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Invensys brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next: <http://iom.invensys.com/EN/Pages/Support.aspx>

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Invensys system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Invensys system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Invensys continues to support and maintain standard Invensys products based on an annual review of support capability.
- Obsolete (OBSL): Invensys will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website <http://support.ips.invensys.com> . Once the product has entered the Obsolete Phase, Invensys can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Invensys will suggest purchase of an alternate replacement.

Note: Invensys may adjust Product List Value (PLV) throughout product lifecycle.

5.4 SUPPORT EXCLUSIONS

(a) Unless otherwise agreed in writing by Invensys, Invensys does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Invensys services Third Party Products at Customer's written request, Invensys' services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Invensys' then current service rates.

(b) Customer shall be responsible for payment for Invensys equipment and materials if Customer's employees, agents, consultants or contractors working on Invensys equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs,

Invensys equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Invensys for any associated services as a result of such malfunction or failure.

(c) Invensys and non-Invensys system goods and software not specifically listed in the Invensys Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Invensys to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Invensys service rates.

(d) Invensys will NOT provide Services on Invensys software or goods from or repaired by a non-Invensys-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Invensys will be subject to invoicing at the then-current Invensys service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Invensys Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Invensys, Goods identified as obsolete phase or due to become obsolete under the Invensys lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Invensys lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Invensys' advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

5.5 MODULE EXCHANGE PROGRAM (MEP) POLICY

If you encounter an issue with your Foxboro or Triconex system, Invensys will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Invensys inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Product provided under the Module Exchange Program is billable, and may be applied to the Module Exchange Program (MEP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate.

Major system components are carefully selected for refurbishment and inclusion in Invensys inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Invensys' manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Exchange Program (MEP) is available to Foxboro and Triconex system customers in non-Nuclear industries that have Customer FIRST program Elite or Premium level coverage.

The requested replacement unit will be shipped by Invensys in ADVANCE of Invensys receiving your malfunctioning unit.

2) PRODUCT LIFECYCLE & AVAILABILITY

Components are categorized in the Available, Preferred, Mature and LifeTime Phases defined in the Lifecycle Policy in the "Components and Software Covered" section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Invensys may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.

- a) Equipment can be requested by the customer's authorized personnel by contacting the Global Customer Support center in the United States of America (telephone +(00)1 508-549-2424) or Invensys representative in the customer's geographical area. Refer to the Invensys Contact \ Material Return section of the Customer FIRST Support and Service Agreement.

- b) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Invensys representative will advise you on this detail.
- c) The requested replacement material will be shipped generally within one business day of order placement, subject to availability. Refer to "Product Lifecycle and Availability" above.
- d) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- e) A purchase order or credit card number will be requested at time of order placement if product is billable.

4) INSTRUCTIONS FOR PRODUCT RETURN TO INVENSYS-DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Invensys. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
- b) Invensys is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Invensys address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Invensys-designated location within 20 days from date of Invensys shipping the replacement unit to the customer.

5) EVALUATION OF RETURNED PRODUCT

- a) Invensys will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Invensys inventory.
- b) Invensys reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non-Invensys unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Invensys with a funded purchase order for this purpose.

7) WARRANTY

- a) The Module Exchange Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Invensys warranty terms.

8) CONSUMABLE PRODUCTS

- a) The Module Exchange Program supports most consumable products at full value with the benefit of expedited shipment.

5.6 SITE SUPPORT SERVICES

Site Support Services for Foxboro and Triconex systems customers may include, and is not limited to, the following opportunities:

Engineering Services

- Backup Services: Implementation / automation of backup & restore systems, disaster recovery and planning, offsite storage
- Data Management: Correction of data logging issues, creation of archiving scripts, develop interfaces with other systems, performance reporting, Microsoft™ Office integration
- Report Enhancement: Format and content restructuring, including additional data points, scheduling and report generation
- Display Revisions / Enhancements: Overlays for information drill downs, trend plots, operator control interfaces, remote access to displays
- Documentation: System architecture drawings, I/O cabinet loading documentation, input/output spreadsheets based on CP savealls, documentation necessary to meet quality or legislative requirements

Process Control

- Optimization and Tuning: Assessment of current control elements for proper operation and industry compatibility, and if applicable, boiler safety, air/fuel characterization for all fuels & operating loads
- Loop Management: Loop tuning and optimization, evaluation of nonlinearities and process gain and evaluation of valve or process problems
- Controls Revisions: Expansion (use of spare I/O capacity), process improvements and enhancements, automation of manual processes

Other Advanced Services

- Alarm Management: Assessment of spurious, redundant and unnecessary alarms, assessment of alarm limits and alarm priorities, assessment of alarm grouping, recommending and implementation of alarm improvements
- System Security and Networking Services: System hardening, password and permissive control
- Feasibility studies for system improvements
- SILWatch safety loop evaluations
- TUV Certified engineers to assist, test and verify compliance with IEC 61511
- Project Management: Scheduling, procurement, budget management and quality control

6. COMPONENTS AND SOFTWARE COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

Qty	Product	Short Description	Lifecycle Phase
1	Q0302BD	Custom Allen-Bradley DH + FDSI Driver	LifeTime
3	P0922RV	FoxView/FoxDraw For Windows XP/S2003 Media Kit	Mature
1	S10D23210010	I/A Series Windows W'kstation SW Lic (Certificate)	Available
1	S10D00210010	I/A Series Windows W'kstation SW Lic (Certificate)	Available
1	S10D00210010	I/A Series Windows W'kstation SW Lic (Certificate)	Available
2	P0973BJ	Fiber E'net Switch w/24 MT-RJ Ports & Uplink Ports	Mature
2	P0926CP	ZCP270 Control Processor	Preferred
1	S61C31431000	I/A Series Function Block SW Lic (Certificate)	Available
1	S61C31432000	I/A Series Function Block SW Lic (Certificate)	Available
1	CM400YH	FBM07 Contact/dc Input	Mature
1	CM400YN	FBM12 Contact/dc Input Expander	Mature
9	CM400YP	FBM13 120 Vac Input Expander	Mature
7	CM400YR	FBM15 120 Vac I/O Expander	Mature
2	DM400YJ	FBM08 120 Vac Input	Mature
15	DM400YL	FBM10 120 Vac Input/Output	Mature
11	P0400DA	FBM01 0-20 mA Input	Mature
11	P0400YE	FBM04 0-20 mA Input/Output	Mature
2	P0926GV	FBM231, Four Serial Ports, Redundant	Preferred
8	P0972ZA	FCM100E, Field Comm Mod w/Fiber Optic	Available
3	J0200JN	FoxDraw Standalone Lic	Available
3	J0200NG	FoxPanels SW Lic For Windows	Preferred
3	J0200RV	App Station V6* SW For Windows Ethernet License	Mature
1	Q0300FV	AIM*DataLink Quantity 1	Available
1	Q0301AQ	AIM*Historian SW Lic (1000 Points)	Available
1	Q0301UT	AIM*AT OPC Server - Data Access For 1 Server	Available
1	Q0301YB	AIM*OLE DB Provider License - 1 User	Available
1	Q0300FV	AIM*DataLink Quantity 1	Available
1	Q0301AQ	AIM*Historian SW Lic (1000 Points)	Available
1	Q0301UT	AIM*AT OPC Server - Data Access For 1 Server	Available
1	Q0301YB	AIM*OLE DB Provider License - 1 User	Available

The following equipment is in the Obsolete Phase and cannot be supported by the Module Exchange Program:

Qty	Product	Short Description	Lifecycle Phase	Obsolete Date
3	P0923LY	P92-390 Workstation Style G, Rev A,B,C,D, E, F	Obsolete	6/1/2014
1	P0912QJ	Color Printer, HP 1600CM	Obsolete	6/1/2014
1	P0913AV	Alarm Printer, Okidata 591 - 120 Vac	Obsolete	6/1/2014

7. CONTACT INFORMATION

7.1 CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Invensys.

7.1.1 Customer Addresses

Customer shall provide the following addresses to Invensys.

Site Name:	City of Columbus
Billing Address	2104 Jackson Pike Columbus, Ohio, 43223
Shipping Address	2104 Jackson Pike Columbus, Ohio, 43223
End User Address	2104 Jackson Pike Columbus, Ohio, 43223
Sold To Address	2104 Jackson Pike Columbus, Ohio, 43223

7.1.2 Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Invensys.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Debbie Ioia	Management Analyst II	Tel: +1 (614) 645-6276 Mobile: Fax: +1 (614) 645-5424 Email: DAIoia@Columbus.gov
2			Tel: Mobile: Fax: Email:

7.1.3 Site Identification

This Customer FIRST Support and Services Agreement covers the identified system(s) located at the following site(s).

1.	Site Name and Location	Boilers City of Columbus Columbus, Ohio
2.	System(s)	1 (One) I/A V8.4.2
3.	Other identifying detail	

7.1.4 Site Operations Contacts

Customer shall provide personnel names and contact information for the individuals that Invensys may contact for support purposes.

Indicate whether the named individual(s) may be contacted by Invensys for remote services (RemoteWatch) purposes.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION	PROCESS UNIT ID, LOCATION	REMOTE LOG-ON AUTHORITY (YES/NO)
1	Adrian Jackson	Instrumentation Supervisor	Tel: +1 614-645-3138 x1217 Mobile: Fax: Email: aajackson@columbus.gov		
2			Tel: Mobile: Fax: Email:		
3			Tel: Mobile: Fax: Email:		

7.2 INVENSYS CONTACT INFORMATION

Invensys shall provide contact information to the customer.

7.2.1 Individual Invensys Contacts

The following individuals have assisted in preparing this Customer FIRST Support and Service Agreement.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Ray Fouts	Client Sales Executive (CSE)	Mobile: +1 440-570-5439 Email: ray.fouts@schneider-electric.com
2	Mark Koenig	Product Sales Executive (PSE)	Tel: +1 920 434 9940 Mobile: +1 920 562 1113 Email: mark.koenig@schneider-electric.com

7.2.2 Invensys Support Centers

The following authorized support centers are available to provide support to your site for the products covered by this Agreement:

Worldwide contact points:

Website: <http://iom.invensys.com/EN/Pages/Support.aspx>

Email: iom.support@invensys.com

Canada, United States:

Invensys Support Center

Foxboro, MA, USA

Telephone: + (00)1-866-746-6477 (toll-free Canada, USA)

Telephone: + (00)1-508-549-2424

Facsimile: + (00)1-508-549-4999

Email: iom.support@invensys.com

7.2.3 Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Advantage upgrade claims prior to shipping a package to Invensys.

For all material returns and exchanges, contact Invensys via the contact points listed above or one of the Invensys offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

Note: Check the [Office Locator \(http://www.buyautomation.com/OfficeLocator/\)](http://www.buyautomation.com/OfficeLocator/) for current contact information, as the information listed below will change over time.

CUSTOMER SITE LOCATION	INVENSYS LOCATION	CONTACT INFORMATION
Canada and USA: <i>NOTE: Always contact the telephone numbers provided here to request Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i>	Invensys Systems, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA Invensys Triconex 17146 FeatherCraft Lane Houston, TX 77598-4309 USA Invensys 26561 Rancho Parkway South Lake Forest, Ca 92630 USA	USA toll free: Telephone: +1 866-746-6477 Worldwide support: Telephone: +1 508-549-2424 Fax: +1 508-549-4999 Email: support@ips.invensys.com

7.3 PURCHASE ORDER SUBMITTAL

To facilitate Purchase Order Processing and eliminate possible rework and review cycles, please ensure your Purchase Order includes the following information:

- The Purchase Order has an authorized signature and is dated.
- The Ship To Address is listed.
- The Invoice Address is listed.
- The Invensys Proposal Number CPC-1114-34815, Rev. 0, terms and conditions – will govern and supersede – any terms provided by Purchaser.

Send completed purchase orders to the Invensys entity as follows:

FOR UNITED STATES ORDERS

Email: Invensysorders.us@schneider-electric.com

Fax: +1 949-639-1508 Attn: Order Management

Mail: Invensys Systems, Inc.
 Attn: Order Management
 10900 Equity Drive
 Houston, Texas 77041

8. COMMERCIAL SECTION

8.1 PROJECT TERMS AND CONDITIONS

Proposal Acceptance:	This proposal is valid for 60 calendar days from the date of - proposal.
Firm Prices:	Prices are in US Dollar and are firm for all Customer FIRST Program support and services.
Taxes/Duties:	Sales taxes, duties and other fees are not included in this proposal.
Payment/Schedule	Payment schedule is defined in this proposal.
Services:	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
Others:	Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate. This quotation assumes standard work 8-hour days, Monday through Friday, Invensys holidays excluded.
Commercial Terms	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Invensys terms and conditions may be defined in this proposal.

8.2 CUSTOMER FIRST PROGRAM TERMS AND CONDITIONS

1. General. The Customer FIRST Program (“CFP”) is a fee-based software and hardware maintenance and support program. By paying the CFP Fee and participating in the CFP, Customer agrees to all of the terms and conditions contained in the Proposal and these Customer FIRST Terms and Conditions (together, the “Agreement”). Any new Software or Goods will be provided per Invensys General Terms and Conditions of Sale of Goods and Services and License of Software.

1.1 Definitions.

(a) “Goods” shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories defined and supported under the Agreement.

(b) “CFP Fee” shall mean the fees described in the Proposal to be paid by Customer to Invensys.

(c) The “Proposal” shall mean the document which may describe, among other things, the specific (i) support level chosen by the Customer, (ii) Services to be provided by Invensys, (iii) CFP Fee, (iv) payment terms, and (v) Goods and/or Software covered under the Agreement.

(d) "Software" shall mean Invensys computer software programs defined and supported under the Agreement in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding Third Party Products, their related instructions manuals and documentation, for which Invensys grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Invensys' end-user license agreement applicable to the particular Software at the time of delivery or, if such Software does not include an end-user license agreement at the time of delivery, then in accordance with the Software license terms and conditions set forth in a written agreement between Invensys and Customer.

(e) "Services" shall mean the support services described in the Invensys Proposal.

(f) "Specifications" shall mean the Invensys standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Invensys and Customer in relation to the Goods and Software.

(g) "Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by Invensys to Customer, unless otherwise agreed in writing by Invensys, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

2. Purchase. The CFP is priced based on the value of Invensys Software licenses owned (or being purchased) by the Customer site at the time the CFP Fee is paid and the support level selected by Customer, and, in the case of Goods, is based on the type and number of Goods owned (or being purchased) by the Customer and the support level selected by Customer at the time the CFP Fee is paid. Following payment of the CFP Fee, any new Software or Goods purchased by the Customer during the Agreement term must be purchased with coverage under the CFP, which will be pro-rated to expire at the same time as the initial expiration date. Alternatively, a Customer may opt to back-charge applicable CFP Fees for the new Software and Goods at the time of renewal, including back charges plus a minimum of one year agreement duration. Unless otherwise agreed in writing by Invensys, Invensys reserves the right to increase CFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Invensys for expenses incurred by Invensys to perform the Services, including but not limited to travel and living expenses.

To enroll in and purchase the CFP (Standard, Premium and Elite levels provide free software version upgrades) for Software only, a Customer must possess (not necessarily be running) the most current version of Invensys Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Invensys Software, they must first purchase an upgrade to the current / preferred version. Invensys may offer incentives for Customers to purchase version upgrades.

Except as stated in Section 8.2 (a), the CFP Fee for any initial, renewal, prorated or other term is non-refundable.

Unless otherwise stated in the Proposal, the CFP Fee and all other fees and expenses under the Agreement are due and payable by Customer within thirty (30) days of Customer's receipt of Invensys' invoice.

2.1 Support Reinstatement for Lapsed Enrollment. Invensys strongly encourages Customers to renew their Customer FIRST support enrollment on time; in other words, prior to the expiration date. Customer's ability to access Invensys technical support and service resources will expire with the Customer FIRST agreement end date. Additionally, should a lapse in support enrollment occur, Customers may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

3. Customer FIRST Program Levels. The CFP portfolio offers a wide choice of offerings to meet Customer business requirements. Specific program level benefits are described in the Invensys Proposal and the CFP User Guide.

4. Scope of Support. Invensys provides Services in accordance with the Invensys lifecycle support policy applicable to the Agreement-covered Software and Goods. The Invensys lifecycle policy is published on the Invensys brand support websites, and may be referenced in the Invensys Proposal and CFP Guide. Although Invensys and its Certified Support Providers (third parties retained by Invensys to provide Services to Customers under the CFP, including but not limited to Authorized Distributors and other support providers) may attempt to resolve issues arising in earlier Invensys goods or software versions, they do not have any obligation to do so under any support level in the CFP unless extended support for obsolete versions is available and purchased on a product by product basis.

4.1 Support Exclusions.

(a) Unless otherwise agreed in writing by Invensys, Invensys does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Invensys services Third Party Products at Customer's written request, Invensys' services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Invensys' then current service rates.

(b) Customer shall be responsible for payment for Invensys equipment and materials if Customer's employees, agents, consultants or contractors working on Invensys equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Invensys equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Invensys for any associated services as a result of such malfunction or failure.

(c) Invensys and non-Invensys system goods and software not specifically listed in the Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Invensys to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Invensys service rates.

(d) Invensys will NOT provide Services on Invensys software or goods from or repaired by a non-Invensys-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Invensys will be subject to invoicing at the then-current Invensys service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Invensys Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Invensys, Goods identified as obsolete phase or due to become obsolete under the Invensys lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Invensys lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Invensys' advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

5. Access to Facilities and Equipment. The Customer will furnish at no cost to Invensys suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Software covered under the Agreement. Invensys shall have full and free access to the Goods and Software in order to provide any on-site corrective support Services under the Agreement. Customer will identify person(s) who will interface with the Invensys or other designated support center under the terms of the Agreement. Any maintenance or repair services performed on the Goods or Software by Customer or third party personnel resulting in additional material or corrective support service requirements by Invensys will be invoiced at then current time and material service rates.

6. Remote Services Security. (Applicable to systems using RemoteWatch or legacy Invensys-proprietary Remote Services) Remote Services communication will be conducted only by Invensys trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Access by Invensys to the Customers system from the RemoteWatch Server is permitted only via Customer-maintained security credentials. All session screen information will be recorded and archived by Invensys with date and time stamp. Data indicating health status of the customer system will be transported via connection initiated from the RemoteWatch Services server. Any work accomplished on a customer system must be authorized by a customer representative. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Invensys and shall be returned to Invensys upon termination of the Agreement.

7. On-Site Services.

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Invensys as defined by local practice, or by labor law as applicable, or as

defined in a written agreement between Invensys and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Invensys and Customer.

(b) Unless otherwise agreed in writing by Invensys and Customer, all on-site Services will be billed to Customer at the then current Invensys service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Invensys and Customer.

(d) Service time committed in advance by Invensys on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Invensys representative has been released from the job site, or has completed his assignment, the Customer will pay Invensys charges computed as if the Invensys representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Invensys representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Invensys representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Invensys representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Invensys representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Invensys, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Invensys' current list prices.

8. Term. The term of the Agreement shall be as stated in the Invensys Proposal ("Term"). Notwithstanding anything else in a Customer purchase order or other order document, or if the Customer purchase order or other order document is issued for a period of less than the Term of this Agreement, Customer agrees that the Term of the Agreement shall be the stated Term, and such Term shall take precedence over any other period stated elsewhere. If Customer issues a Customer purchase order or other order document for less than the full Term, Customer's failure to issue a subsequent Customer purchase order or other order document for the remainder of the Term shall be considered a Termination for Convenience pursuant to Section 8.2(b) hereafter. Thereafter, subject to the other limitations and requirements described in the Invensys Proposal and herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Invensys. All software licenses and Goods for a given Invensys brand (including but not limited to Avantis, Eurotherm, Foxboro, SimSci-ESSCOR, Triconex and Wonderware) at a participating site must be covered under the CFP during the initial term or any renewal or prorated terms.

8.1 Termination. The Agreement may be terminated by Invensys and all Services under the CFP stopped if:

(a) Customer has breached any of its material obligations under the Agreement and has not cured such breach within thirty (30) days of receipt of a notice of default from Invensys;

(b) Customer has breached any of its material obligations under any Invensys end user licensing agreement and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Invensys;

(c) Customer does not use the Services for its own internal business purposes or uses the Services to provide similar services related to the Software or Goods to any third party and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Invensys; or,

(d) Customer fails to pay the CFP Fee when due and Customer has not cured such breach within ten (10) days of receipt of a notice of default from Invensys.

8.2 Termination For Convenience.

(a) Invensys may at any time, without cause, terminate the Agreement and stop all Services under the CFP, by giving Customer ninety (90) days written notice of such termination. If Invensys elects to terminate under this Section 8.2(a) prior to the end of the then-current Agreement term, then Customer shall be entitled to a pro-rated refund of CFP Fees actually paid by Customer to Invensys.

(b) Customer may terminate the Agreement without cause by giving Invensys ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Invensys (i) all fees and expenses (including but not limited to CFP Fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

8.3 No Damages for Termination. Invensys will not be liable to Customer for any claims or damages of any kind arising out of termination of the Agreement in accordance with Sections 8.1 ("Termination") or 8.2 ("Termination For Convenience").

9. Suspension of Services. Without prejudice to other remedies available by law, Invensys reserves the right to suspend Services if Customer does not comply with its obligations under the Agreement.

10. Work Product and Residual Rights. "Work Product" means any new or useful art, discovery, improvement, deliverable, process, invention, modification, enhancement, product, software, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information. Any Work Product developed under the Agreement is not to be considered made-for-hire under the United States Copyright Act and, at all stages of development, will remain the sole and exclusive property of Invensys. Customer further agrees that it will take all actions and execute and deliver all documents requested by Invensys in order to evidence Invensys' rights in and to the Work Product. It is agreed and understood that Invensys is otherwise free to use its general knowledge, skills and experience and any general ideas, concepts or know-how and techniques related to or derived from the performance of Services under the Agreement.

10.1 Confidential Information. "Confidential Information" shall mean any and all information in any form that disclosing party provides to receiving party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the receiving party can show (a) is or has become generally available to the public without breach of the Agreement by the receiving party, (b) became known to the receiving party prior to disclosure to the receiving party by the disclosing party, (c) was received from a third party without breach of any nondisclosure obligations to the disclosing party or otherwise in violation of the disclosing party's rights, or (d) was developed by the receiving party independently of any Confidential Information received from the disclosing party. Additionally, Confidential Information does not include work product resulting from the Services performed hereunder.

Each party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each party agrees to (i) protect the Confidential Information received from the disclosing party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the Confidential Information received from the disclosing party only in furtherance of the business relationship between the parties. Upon termination of the Agreement or upon written request submitted by the disclosing party, whichever comes first, the receiving party shall return or destroy, at the disclosing party's choice, all of the disclosing party's Confidential Information. Neither party shall, except with respect to its employees, contractors or agents with a need to know for purposes of the Agreement, disclose to any person any Confidential Information received from the disclosing party without the disclosing party's prior written consent. However, the receiving party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided that the receiving

party shall first notify the disclosing party of such order and afford the disclosing party the opportunity to seek a protective order relating to such disclosure.

A receiving party's obligations hereunder, including the obligations to protect and preserve the secrecy of Confidential Information delivered hereunder will survive any termination or expiration of the Agreement for a period of five (5) years from the date of disclosure.

11. Limited Warranties and Exclusive Remedy. Services will be performed in a professional manner and warranted for a period of 90 days from the date of Service. Invensys warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Invensys warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Customer's exclusive remedy, and Invensys' entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVENSYS, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. INVENSYS DOES NOT WARRANT THAT THE SOFTWARE OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN INVENSYS' DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE OR GOODS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE, GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO CYBER SECURITY SERVICES, WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.

12. Liability Limitation and Exclusion of Damages. In no event shall Invensys be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by a Customer or third party, whether in an action in contract or tort, even if Invensys has been advised of the possibility of such damages. Invensys' liability for damages hereunder or relating hereto (whether in an action in contract or tort) shall in no event exceed the amount of fees paid to Invensys by Customer with respect to the Services provided to Customer within the 12 month period prior to the time such liability arose. The provisions of this Section 12 allocate the risks between Invensys and a Customer and Invensys' pricing reflects this allocation of risk and the limitation of liability specified herein.

13. Taxes. CFP Fees and other fees due under the Agreement do not include state, federal, local sales tax, use, excise, valued added or other similar taxes, all of which will be paid by Customer.

14. Relationship of Parties. The parties to the Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

15. Customer's Obligations.

(a) Customer shall indemnify, hold harmless and defend Invensys from and against any claims, damages or liabilities asserted by any third party against Invensys as a result of Invensys' access to Customer's or Third Party Products including but not limited to claims, damages or liabilities for infringement of any third party's intellectual property rights.

(b) Invensys' performance depends upon Customer's timely and effective cooperation, including providing Invensys with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Invensys will not be liable for any failure to perform Services under the Agreement, to the extent that the failure is caused by Customer's lack of cooperation. Invensys may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

16. Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it will be determined to

be illegal, invalid or unenforceable under such law be deemed null and void. The Agreement will otherwise remain in full force and effect.

17. No Implied Waivers. The failure of either party to exercise any right or option granted under the Agreement, or to require the performance by the other party hereto of any provision of the Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.

18. Assignment. Customer may not assign the Agreement, in whole or in part, without Invensys' prior written consent. Any attempt to assign the Agreement without such consent will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19. Translation. The language of the Agreement is expressly stipulated to be English. In the event that the Agreement is translated into another language, the English language version of the Agreement shall govern for purposes of interpretation and enforcement.

20. Force Majeure. Except for payments due under the Agreement, neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

21. Compliance.

(a) Restricted Rights Legend - U.S. Government Users. The software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Invensys Systems, Inc., 5601 Granite Parkway, Suite 1000, Plan, TX 75024. Telephone: (469) 365-6400.

(b) Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor Goods nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

22. Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The governing language for the Agreement shall be English, and no concurrent or subsequent translation of the Agreement into any language shall modify any term of the Agreement and the English language version of the Agreement shall control in the event of conflict. Any claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure under the supervision of the arbitrators. The arbitration proceeding shall occur in Boston, Massachusetts. The parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees. In no event shall any arbitration award provide a remedy beyond those permitted under the Agreement, and any award providing a remedy beyond those permitted under the Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such

party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

23. Survival of Provisions. The Sections of the Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections: Section 8.3 (“No Damages For Termination”), Section 10 (“Work Product and Residual Rights”), Section 10.1 (“Confidential Information”), Section 11 (“Limited Warranties and Exclusive Remedy”), Section 12 (“Liability Limitation and Exclusion of Damages”), Section 13 (“Taxes”), Section 15 (a), Sections 16-22 and Sections 23-24.

24. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement may be amended or modified only by a writing that is signed by authorized representatives of both parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that Customer may use in connection with the Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, the Agreement, regardless of any failure of Invensys to object to such terms, provisions or conditions.

9. CUSTOMER FIRST SELECTION SUMMARY

9.1 PROPOSAL ACCEPTANCE

This Proposal is valid for 60 calendar days from the date of this Proposal.

9.2 SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

Optional Services

The Customer FIRST Program offers the listed Support and Services features on an optional basis.

Additional Services

The Customer FIRST Program allows the opportunity to include Additional Services to help you meet your specific support requirements. The Additional Services listed below will be provided under this specific Agreement.

SELECTION SUMMARY	PRICING	
INCLUDED SERVICES <i>(Price before Optional Services)</i>		
	YEAR 1	\$41,643
	YEAR 2	\$43,160
	YEAR 3	\$44,729
OPTIONAL SERVICES <i>(and other detail):</i>		
<input checked="" type="checkbox"/> En route response commitment for Onsite Corrective Assistance <input checked="" type="checkbox"/> 24 Hour en route response commitment		INCLUDED
<input checked="" type="checkbox"/> Corrective Assistance – Labor Cost Inclusive		INCLUDED
<input checked="" type="checkbox"/> Preventive Maintenance Visits (Foxboro) Premium level: <u>2 visits per year</u>		INCLUDED
<input checked="" type="checkbox"/> MEP – Material Cost Inclusive		INCLUDED
TOTAL:		\$129,532

9.3 BILLING SCHEDULE

This Customer FIRST Support and Services Agreement is (select one):

A renewal of a prior Agreement

The billing cycle is:

Quarterly

PAYMENT SCHEDULE	ANNUAL PAYMENT TOTAL	PERIOD PAYMENT	PERIOD LENGTH	START DATE	END DATE
Year 1	\$41,643	\$10,410.75	QUARTERLY	1-Mar-15	28-Feb-16
Year 2	\$43,160	\$10,790.00	QUARTERLY	1-Mar-16	28-Feb-17
Year 3	\$44,729	\$11,182.25	QUARTERLY	1-Mar-17	28-Feb-18
Total	\$129,532				

Payment is due 30 days from date of invoice.

10. AGREEMENT ACCEPTANCE

Execution of this Agreement or receipt of a Purchase Order represents acceptance into the Customer FIRST program and acceptance of these terms and conditions for the term indicated above.

PURCHASER	
Client (Company) Name	
Address	
City/State/Zip	
Country	
Authorized Purchaser Representative	
Title	
Date	

INVENSYS	
Invensys Local Entity Name	
Acceptance By	
Title	
Date	