

#### 2/4/2015

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Thank you for your interest in TechConnect<sup>SM</sup> Support programs. By selecting Rockwell Automation's world-class support, you add a virtual team of more than 350 industrial automation specialists to your design and maintenance staff. Whether you need help installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks, we deliver the tools and answers you need to increase operational efficiency and minimize the cost of unplanned events. The options listed in this quotation are for a one (1) year TechConnect Support contract.

TechConnect Service Levels:

System Support: With system support, your calls are routed to a specialized group of technical support engineers who are trained to support your overall Rockwell Automation control system. You receive a dedicated, single point of contact who will own the ticket from start to finish and follow up to ensure your issue has been resolved. In addition, you gain access to a monthly series of Webinars to stay up-to-date on new products and offerings.

24x7x365 upgrade option extends coverage thru after-hours, weekends and holidays. Product Support: Receive unlimited access to Rockwell Automation technical support engineers for real-time phone and electronic support. With deep knowledge of our hardware, software and legacy products, and remote desktop technology, our engineers can help you install, configure and maintain equipment and software, obtain software updates, diagnose and fix operating problems and perform basic programming tasks. Assess the knowledge of your work force and build your tailored training plan with an expert online consultant using Training Advisor. With the purchase of a TechConnect Support contract, your business location is entitled to one manager/administrator license for the length of the TechConnect Support contract.

24x7x365 upgrade option extends coverage thru after-hours, weekends and holidays. Self-Assist Support: If you are an experienced engineer with deep understanding of Rockwell Automation products, you may prefer to address your own support needs. Self-Assist provides you with downloadable software updates and access to the Rockwell Automation Support Center, including "Submit Questions" email support. A TechConnect quote for the products you have chosen to support follows this letter. To order, contact your local Rockwell Automation sales office or authorized distributor. Upon purchasing a TechConnect program, you will receive updates on all supported licenses (if not already at the latest revision); and a comprehensive Welcome Kit that includes complete agreement details, contract information wallet cards and equipment stickers, users guide, a report of supported, registered software, and information on obtaining the Technical Reference Library on DVD.

For more information about Rockwell Automation services, visit http://www.rockwellautomation.com/services/remote/

<sup>1</sup> Software updates are made available on disc for select products.

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#### TechConnect Support Options WELCOME KIT Essential support agreement information / Support authorization number / Local support telephone number / User quide **SOFTWARE MAINTENANCE I** Self-Assist Software update downloads Support **ONLINE SUPPORT CENTER ACCESS** Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email **REAL-TIME, PRODUCT-LEVEL PHONE SUPPORT** Standard product and programming software / Telephone and live chat support available in more than 20 languages **Product** TRAINING ADVISOR Support\* An online assessment tool to help you determine the knowledge of your work force and to build a tailored training plan **SOFTWARE MAINTENANCE II** Software update media / Emergency software replacement REAL-TIME, SYSTEM-LEVEL SUPPORT Standard product and programming software / Advanced software / Proactive followup / Single-point resolution System REMOTE DESKTOP TROUBLESHOOTING Remote connection to your system, allowing Rockwell Automation engineers access troubleshoot issues collaboratively Support\* **GENIUS WEBINARS** Extend and apply knowledge gained via access to on-demand library of online technical seminars **REAL-TIME APPLICATION-LEVEL SUPPORT** Designated support team / Dedicated telephone and email / Documentation and code familiarization / Application knowledge management / Periodic performance reviews **SURVEILLANCE AND ALARMING AND DATA ARCHIVING** Application Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data Support\* for troubleshooting APPLICATION-LEVEL ADMINISTRATION Emergency backup / Performance tuning / Guaranteed field service call-out

#### \* Optional 24x7x365 upgrade

NOTE: You may select different TechConnect Support service levels for different areas of your plant or application. Please consult your local Rockwell Automation sales representative or distributor for details.

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# **TechConnect Support Quotation**

**Quote Number: CLENMV0101-4.0** 

**Date Quoted:** 2/4/2015

**Quote Expires:** 5/1/2015

**Customer: Appointed Distributor:** 

City of Columbus McNaughton-McKay

1250 Fairwood Ave. 2255 Citygate Dr

Columbus, OH 43206 Columbus, OH 43219

**Tentative Support Start Date:** 05/01/2015

Tentative Support Expiration Date: 04/30/2016

## TechConnect Contract 8-5, M-F

1	Automation Control Automation Control Hardware, Product Support, 8-5, M-F	\$6,944.00	\$6,944.00
2	Drives Control Drives Control, Product Support, 8-5, M-F	\$2,568.00	\$2,568.00
3	Legacy Hardware Legacy Hardware, Product Support, 8-5, M-F	\$1,776.00	\$1,776.00
4	HMI and Communication HMI Software, Product Support, 8-5, M-F	\$4,488.00	\$4,488.00
	GRAND TOTAL		
			\$15,776.00

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## **TechConnect Budgetary Quote Note**

- 1. Send your purchase order to your local distributor with a copy of this quote. Please copy your TechConnect purchase representative, Terri Williams, on your purchase order.
- 2. The invoicing schedule for the option selected above is payment in full upfront.

Attached to this quote is a list of software packages registered to this site and covered by this support agreement. The above quoted price(s) is based on that list. During the term of this support agreement (including any Multi-Year term), Rockwell Automation reserves the right to periodically review the list of supported products registered to this site, and to make commensurate adjustments to the above quoted price(s) by way of supplemental billings in the event there are significant additions to the number of support products.

All prices are quoted in local currency. Prices and other commercial terms of sale are suggested only if support agreement is purchased through the local authorized Rockwell Automation distributor.

Cancellation of service is subject to a 25% charge, including reimbursement for direct costs. Cancellation is null and void if updates cannot be returned unopened, or if remaining term of service is less than 2 months.

\*Reinstatement fees apply if support is renewed more than 60 days past Support Expiration Date. Reinstatement waived with purchase of Multi-Year Option.

**Important:** This quote is for *TechConnect* technical support. The entitlements of the program are detailed in the accompanying letter.

### Software/Hardware Listing

Please refer to accompanying spreadsheet to view included software and hardware.

"City of Columbus TechConnect Price Estimate 08.14.14.Rev.1.xlsx"

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#### **Commitment for Services Sales through Distribution** 1

**General.** This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of services described in the Statement of Work (the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement or Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer for sale of services through distribution supersede these terms.

Warranty. Rockwell Automation warrants that the Work will be performed in a workmanlike manner conforming to standard industry practice. Rockwell Automation must receive written notification of non-conforming Work within 30 days after the Work are provided. If the Work are confirmed to be non-conforming, Rockwell Automation will, at its option, re-perform the non-conforming Work or provide a refund or credit processed through Distributor in the amount paid for the non-conforming Work. THESE ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR BREACH OF CONTRACT ARISING FROM WARRANTED NON-CONFORMING SERVICES. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, OR INFRINGEMENT, WHETHER EXTENDING FROM ROCKWELL AUTOMATION OR DISTRIBUTOR.

NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE SERVICES. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software. To the extent Rockwell Automation provides or incorporates any software code that is not licensed under separate terms. Rockwell Automation grants Customer the nonexclusive, royalty free, non-transferable right and license to use the software code as set forth in the Work.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, except to the extent agreed in writing by Rockwell Automation.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

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