Eco **truxure™**
Innovation At Every Level

Foxboro.
by **Schneider** Electric

Triconex.
by **Schneider** Electric

MODICON
products from Schneider
Electric

SCADA
products from Schneider
Electric

Customer FIRST Program

Support and Services

Agreement

Standard Level

for

City of Sparks

Reno, Nevada

RFQ: OP-180310-7131002

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Contacts:
Name: Guy Grumbles
Title: Client Sales Executive
Phone: 713-329-8564
E-mail: Guy.Grumbles@schneider-electric.com

Legal Entity Name for addressing Customer POs/Contracts:
Schneider Electric Systems USA, Inc.

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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 Schneider Electric's 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, Schneider Electric and its network of partners are uniquely qualified to help Customer FIRST members effectively utilize our applications, systems, services and solutions.

Schneider Electric's globally-situated 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 Schneider Electric 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.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and 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 – STANDARD LEVEL

Keep your Schneider Electric system(s), applications and solutions working reliably and efficiently with the Customer FIRST Standard program level. Maximize your investment in Schneider Electric products with access to our technical support engineers during normal business hours, en route response commitment for hands-on corrective support, and the latest software versions and maintenance releases. If applicable to covered equipment, scheduled preventive maintenance visits will be arranged. Flexible payment options are available for purchase of labor-based services, training, and material-based services including the Advantage Upgrade Program for Foxboro Evo and I/A Series hardware upgrades.

3. CUSTOMER FIRST FEATURES SUMMARY

3.1   CUSTOMER FIRST PROGRAM – FOXBORO FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

Customer FIRST
for Foxboro

Included Services	Standard
Core Support and Services	
Technical Support Phone Access	NBH
Web Knowledgebase Access, Proactive Communications	Y
En route Response Commitment for Onsite Corrective Assistance*	NBD
Preventive Maintenance site visits per year	1
Software Maintenance Releases, Service Packs, Patches and Updates	Y
Software Version Upgrades and Revisions**	Y
Module Reserve Program	Y
Access to Reports	
Annual Lifecycle Assessment report	Y
Upgrade Planning Roadmap	Y
Tools	
Autodiag - Lifecycle Assessment Tool for Schneider Electric Products	Y
Services and Material Discounts	
Advantage Upgrade Program	50%
Site Support Services	10%
MRP Parts	43%
Consulting Services (when purchased with Service Agreement)	10%
Spares	10%

Optional Services	Standard
Flexible Funding – Training Growth Fund	$2,000/Yr.
Customer FIRST for System Auditor	Included
Cyber Security Level 0 Assessment – Year 1 only	$12,829

NBH = Normal Business Hours
NBD = Next Business Day* where available
** exclude labor and hardware, additional conditions apply.

4. AGREEMENT CONTENT

4.1.1 Standard Level – Included Services

4.1.1.1 Core Support and Services

Technical Support Phone Access

Schneider Electric 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.

Standard level: Normal business hours

Note: Emergency support rendered outside of normal business hours is billable; provision of a purchase order or credit card number is required within one business day of initiating your request.

Web Knowledgebase Access, Proactive Communications

Schneider Electric makes available 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.

Schneider Electric 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. Submitted cases may be reviewed online by the submitter.

In addition, website-registrants will receive pro-actively issued communications of two types:
◊ Advisories that describe identified technical product problems and provide a solution
◊ 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

Many Schneider Electric solutions, including Foxboro Evo and I/A Series systems, can be reliably supported through a remote connection (VPN or web conference). This approach provides fast, effective support, particularly in emergency situations.

If our Technical Support Engineers/Consultants are unable to resolve your support case via remote methods, Schneider will provide hands-on corrective assistance .A skilled 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 restoration[3] 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 Customer FIRST support level, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric's 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:

Standard level: Next Business Day (NBD) 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. Schneider Electric will help you determine the appropriate length of the PM visit per site.

Once per year, or more frequently if RemoteWatch Services V4.0 (or higher) is enabled, Schneider Electric will collect system configuration data via use of a tool known as FERRET. This data will be used for the following purposes:
◊　It will be analyzed as a proactive aid in helping to identify any potential need for corrective or preventive activity.
◊　It will be used to develop your annual Lifecycle Assessment Report and Upgrade Planning Roadmap.
◊　It is available for System Asset Viewer application use.
◊　The data files will be stored in the Global Support Center's (GCS) Installed Base Repository.

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 includes (if installed) RemoteWatch Server maintenance support.*

4) The Preventive Maintenance Site Visit does not include:
   a) Installation of version licenses, revision releases and maintenance releases, or any startup activities.
   b) Activities associated with the optional RemoteWatch Services: Remote Backup Service, Netsight Console, RemoteWatch Server with Data Diode, Patch Deployment to RemoteWatch Server.

   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.

Standard level: One (1) Preventive Maintenance site visit per year

Software Maintenance Releases, Service Packs, Patches and Updates
With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period.

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. Schneider Electric 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
Schneider Electric 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 Foxboro and Triconex 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. Schneider Electric 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:
◊ Software must be at the current version (Preferred lifecycle phase) to be eligible for version upgrades. Software that was in the Preferred lifecycle phase when the client's first Customer FIRST agreement was executed is eligible for version upgrade. When this criteria has been met, entitlement to software versions of Foxboro or Triconex software 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.
◊ The Components and Software List provided in this proposal will identify Schneider Electric software eligible for version upgrade.

Revision Upgrade Eligibility:

◊ For customers enrolled in the Customer FIRST Program, eligibility for revision upgrades will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite levels) 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 Schneider Electric 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 Foxboro or Triconex systems and application version and revision releases. An incentive program may be offered as appropriate to support such requirements. (Refer to Advantage Upgrade Program.)*
3) *System shutdown may be required to support hardware and software version and revision releases.*

Module Reserve Program (MRP)

Schneider Electric provides customers with 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 following receipt of the malfunctioning equipment at Schneider Electric's designated address. Product provided under the Module Reserve Program is billable, and may be applied to the Module Reserve Program (MRP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate. Pricing is contingent on Schneider Electric's subsequent determination that the returned unit meets Module Reserve Program Policy qualifications.

4.1.1.2 Access to Reports

Annual Lifecycle Assessment Report

Schneider Electric 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.

Schneider Electric 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 will be assessed, as appropriate, for potential upgrade to preferred (current) phase products. This collaborative activity between customer staff and Schneider Electric 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.

4.1.1.3   Tools

Autodiag – Lifecycle Assessment Tool for Schneider Electric Products
The Autodiag Lifecycle Assessment 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

4.1.1.4   Services and Material Discounts

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

The Advantage Upgrade Program Policy applies.

Standard level: 50% discount on Advantage Upgrade Program orders

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

Site Support Services utilize the talents of Schneider Electric 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. Schneider Electric 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.

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

Module Reserve Program (MRP) Parts
The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Reserve Program qualifications.

Note: Not applicable to consumable products

MRP 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 Schneider Electric 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 Schneider Electric organization. Consulting Services combine best-in-class software technologies with in-depth process, plant and IT expertise.

Standard 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.

Standard level: 10% discount on list price

4.1.1 Standard Level – Optional Services

Schneider Electric has included the following optional service with your Customer FIRST Support and Services program.

Training Growth Fund:
Schneider Electric-operated Learning Centers offer extensive opportunities for learning solutions to help you increase workforce effectiveness. The Training Growth Fund offers you an opportunity to effectively forecast and prepay relevant training opportunities as part of your scheduled agreement payments, thereby enabling you to spread payment of applicable services over the coverage period of your Customer FIRST Support and Services Agreement.

Schneider Electric will match your contribution up to a value equal to 10% of your Support and Services Agreement. You may arrange for qualified training at any time during the Agreement term.

Schneider Electric can help you determine appropriate Fund allocation for your company, site(s) and situation. Training Growth Fund Policy applies.

This agreement includes $2,000/year for the Training Growth Fund. Schneider Electric will match $2,000/year for a total training benefit of $4,000/year.

Customer FIRST Program for System Auditor

The Customer FIRST Program for System Auditor provides access to technical support during normal business hours, software maintenance releases and version releases. The System Auditor offering is described in the Appendix section of this proposal.

Note: Limeware foxray™ is now part of the Schneider Electric family of Process Automation products and is branded as System Auditor.

Cybersecurity Services Summary – Level 0 Assessment

A basic high-level cybersecurity assessment and report that is interview-based and seeks to provide a holistic view of the cybersecurity posture within the Industrial Automation and Control Systems (IACS) infrastructure. Based on established frameworks / standards such as NIST 800 and IEC 62443, the assessment will focus on observing and understanding the level of Cybersecurity Program maturity. Activities may include the following:

- Review and discuss the cybersecurity model to be used for reference throughout the assessment phase of the project
- Review project scope including location, personnel, workstations, servers, networking devices, etc. covered within the hours allotted
- Review project expectations and various exceptions, format of deliverables, project scheduling, roles and responsibilities and overall execution strategy
- Perform data gathering activities of existing policies, procedures, network architecture diagrams, data flows, etc. related to the project
- Discuss the desired future state of the Cybersecurity Program to level set expectations
- Review the organizational structure as it relates to the overall Cybersecurity Program
- Examine the existing Cybersecurity Program governance (Policy & Procedure) framework
- Discuss the existing network and system architecture to obtain a basic knowledge of the IACS environment
- Examine existing physical and technical controls for the IACS environment (e.g. Asset Management, Access Controls, Protect Technologies, Situational Awareness Capabilities, Employee Awareness Training, Incident Response, and Disaster Recovery) that will the basis for the gap analysis observations
- Conduct off-site analysis of the data collected and review observations of the current IACS Cybersecurity Program maturity state

The results of this assessment aim to provide awareness to the general remediation opportunities and supply guidance into which Cybersecurity Program area(s) may need immediate consideration, and those area(s) which should be enhanced over time following a phased improvement program.

- Prepare and deliver a final assessment report documentation via e-mail. Items that may be included within the report are;
    - o A detailed outline of the IACS environment assessed during the project,
    - o The cybersecurity methodology utilized throughout the assessment,
    - o A summary of work performed,
    - o A list of the various observations discovered including a description of the observation, components affected, the associated risk, threat level and priority for remediation / mitigation
- A mapping of requirements in the referenced cybersecurity framework to highlight observations identified.

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	Normal workday hours: <u>8:00</u> AM to <u>5:00</u> PM Normal work week: <u>Monday thru Friday</u> ☒ Invensys-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site. The point of origin shall be: ☒ Home base of the Invensys engineer performing the work The following detail will apply as determined appropriate by Invensys and Customer. Travel hours will be billed for: ☒ Actual time incurred
3	SERVICE RATES	☒ 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 Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric 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 Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric 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 Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric 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 Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric 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 a Schneider Electric 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 Schneider Electric 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 Schneider Electric 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) Schneider Electric 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 Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric' current list prices.

5.3   LIFECYCLE SUPPORT POLICY

Schneider Electric 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 Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next.

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 Electric 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. Schneider Electric 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): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
◊ Obsolete (OBSL): Schneider Electric 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. Once the product has entered the Obsolete Phase, Schneider Electric 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, Schneider Electric will suggest purchase of an alternate replacement.

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

5.4   MODULE RESERVE PROGRAM (MRP) POLICY

If you encounter an issue with your Foxboro or Triconex system, Schneider Electric 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 Schneider Electric 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 Reserve Program is billable, and may be applied to Module Reserve Program (MRP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate.

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

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Reserve Program (MRP) is available to Foxboro and Triconex non-Nuclear industry system customers that have Customer FIRST program Standard level coverage.

The requested replacement unit will be shipped by Schneider Electric AFTER Schneider Electric has received your malfunctioning unit.

2) PRODUCT LIFECYCLE AND AVAILABILITY

Components are categorized in the Available, Preferred, Mature, LifeTime, and Obsolete 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, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

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

b) 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 Schneider Electric representative in the customer's geographical area. Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.

c) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.

d) The requested replacement material will be shipped generally within one business day after Schneider Electric receives the unit that is being replaced, subject to availability. Refer to "Product Lifecycle and Availability" section above.

e) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.

f) 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 SCHNEIDER ELECTRIC-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 Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.

b) Schneider Electric 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 Schneider Electric address other than the specific address provided with a Return Material Authorization number.

c) The malfunctioning equipment must be received at the Schneider Electric-designated location before the refurbished replacement unit will be shipped to the customer.

5) EVALUATION OF RETURNED PRODUCT

a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.

b) Schneider Electric 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-Schneider Electric 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 Schneider Electric with a funded purchase order for this purpose.

7) WARRANTY

a) The Module Reserve 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 Schneider Electric warranty terms.

8) CONSUMABLE PRODUCTS

b) The Module Reserve Program supports consumable products at full value with the benefit of expedited shipment.

5.5   ADVANTAGE UPGRADE PROGRAM POLICY

The Advantage Upgrade Program allows Foxboro and Triconex system customers to keep their systems up-to-date in a sustainable way. Through this program, clients periodically upgrade hardware and software to the most recent components, while receiving significant incentives in exchange for the return of older components to Schneider Electric.

Advantage upgrades help you update aging equipment with new technologies. Foxboro and Triconex systems can be perpetually upgraded, ensuring that they have the latest productivity-enhancing software, the fastest, most capable control, the sharpest graphics, and the highest capacity, most powerful application processors at a fraction of the cost.

Advantage upgrades are cost effective, as the program provides customers with discounts that are applied to Preferred hardware and software product list prices. Our careful attention to backward compatibility and serviceability allows our customers to save significant downtime. Additionally, we make every effort to preserve engineering and control strategy design and other intellectual property, making upgrades that are much more cost-effective than if a system is removed and totally replaced.

The Advantage Upgrade Program offers a discount on select Preferred hardware and software in exchange for the return of the older equipment to an Schneider Electric-designated location within 3 months of shipment of the Advantage Upgrade Program sales order.

The returned equipment must be the functional equivalent of the equipment being upgraded, must have been purchased through Schneider Electric, and must be in refurbishable condition to qualify for the Advantage Upgrade Program discount. Obviously broken, damaged, contaminated or non-conforming components will not be accepted as trade-ins.

The returned equipment is repaired, tested and moved to Schneider Electric's stock of refurbished inventory. These products will be used by the Module Exchange/Reserve Program.

5.6   TRAINING GROWTH FUND POLICY

Customer's contribution to the Training Growth Fund can only be applied at approved Schneider Electric Learning Centers. It can be used for:

- Standard Schneider Electric public instructor-led, e-learning courses, webinars, seminars, workshops and media products published in the Schneider Electric Learning Services catalog
- Custom training, and custom training development
- Customer Event fees
- Third party training courses delivered by Schneider Electric Learning Centers
- Equipment expenses (workstation rentals, etc.) provided by Schneider Electric Learning Centers
- Freight shipment provided by Schneider Electric Learning Centers
- Instructor travel and living expenses

Schneider Electric's matching contribution will not be applied to:

- Custom training, and custom training development
- Non-catalog-published seminars and workshops
- Third party training courses; including those provided by Schneider Electric Learning Centers
- Customer Events fees

- Equipment expenses
- Freight shipment
- Instructor or Student travel and living expenses

<u>The following terms and conditions apply to the Training Growth Fund:</u>

1) Training Growth Fund may be provisioned by the customer for a value that will accrue during the coverage period of the Customer FIRST Support and Services Agreement, in accordance with the terms of the Agreement. Allocation to Training Growth Fund may differ each year within a multi-year Agreement.
Note: The annual value of the Customer FIRST Program does not include fund contributions. (For example: Advantage Upgrade Fund, Services Fund, Material Fund, and Training Growth Fund)

2) Schneider Electric will make a matching contribution to the Training Growth Fund that is limited to a maximum of 10% of the annual Support and Service Agreement value.
Note: The annual value of the Customer FIRST Program does not include fund contributions.

3) Customer's contribution to the Training Growth Fund will be made together with Agreement payments in accordance with the agreement billing schedule. It may be increased at annual anniversary date within a multi-year agreement and upon renewal of the Agreement for the next coverage period. Customer's contribution cannot be cancelled during the annual term or multi-year coverage period.

4) The scope of training usage can be defined prior to, or during, the annual term of the Training Growth Fund. All training must be taken within annual term.
   a) The Training Growth Fund cannot be combined with other discounts offered by Schneider Electric.
   b) Usage is limited to the Customer defined in the Customer FIRST Support and Services Agreement.
   c) Usage of Training Growth Funds for Distributor or other 3rd party entity provided training activities, course, products, and training related services is disallowed.

5) As training is provided, the customer's contribution will be deducted from the Training Growth Fund. Once the Training Growth Fund's value has been fully used, no further usage can be applied. Additional funding will not be accepted during the annual term.

6) At the 12-month anniversary date of the multi-year Agreement, customer's portion of unused Training Growth Fund balance
   a) may roll forward, establishing a beginning balance in the Training Growth Fund for the next year within the Agreement
   b) cannot be moved to provision another Fund within the Agreement
   c) will not be refunded to the customer.

7) At the 12-month anniversary date of the multi-year Agreement, unused Schneider Electric's contribution to the Training Growth Fund
   a) will not roll forward each year
   b) cannot be moved to provision another Fund within the Agreement
   c) cannot be applied to the Agreement itself on renewal
   d) will not be provided to the customer.

8) At Agreement expiration, unused customer's contribution to the Training Growth Fund balance

a) cannot be used to establish a beginning balance in the Training Growth Fund within the next Agreement
b) cannot be moved to provision another Fund within the next Agreement
c) will not be refunded to the customer.

9) At Agreement expiration, unused Schneider Electric's contribution to the Training Growth Fund
a) cannot be used to establish a beginning balance in the Training Growth Fund within the next Agreement
b) cannot be moved to provision another Fund within the next Agreement
c) will not be provided to the customer.

10) If the Agreement is terminated prior to its expiration date, accrued unused Training Growth Fund balance will not be refunded to the customer.

If the Agreement is terminated prior to its expiration date, a lump-sum invoice will be issued for Training Growth Fund usage above the accrued customer contribution.

5.7 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.

Item	Qty	Product	Short Description	Current Lifecycle phase	Obsolete Date	Previous Contract Entitlement to SW Version Upgrade (Yes/No)
10.00	7	P0928GS	H92 Style C, D, E, F Workstation - Z420	LifeTime		
20.00	1	P0928MC	H90 Style F; V90 Style E Remanufactured WS Server	LifeTime		
30.00	1	S10D45210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
40.00	1	S10D00210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
50.00	1	S10D00210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
60.00	1	S10D00210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
70.00	1	S10D00210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
80.00	1	S10D00210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
90.00	1	S10D00210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
100.00	1	S10D00210010	Foxboro Evo & I/A Series W'kstation SW Lic	Available		Yes
120.00	1	S61C21614000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
130.00	1	S61C11424000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
140.00	1	S61C11314000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
150.00	1	S61C11114000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
160.00	1	S61C11213000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
170.00	1	S61C11213000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
180.00	1	S61C11313000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
190.00	1	S61C11213000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
200.00	1	S61C11213000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
210.00	1	S61C11513000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
220.00	1	S61C11413000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
230.00	1	S61C11213000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
240.00	1	S61C11513000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
250.00	1	S61C11113000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
260.00	1	S61C11113000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
270.00	1	S61C11323000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
280.00	1	S61C11323000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
290.00	1	S61C11313000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
300.00	1	S61C11213000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
310.00	1	S61C11313000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
320.00	1	S61C11113000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
330.00	1	S61C11313000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
340.00	1	S61C11313000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
350.00	1	S61C10003000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
360.00	2	P0914SQ	FBM201 Channel Isolated 8 Input 0-20 mA	Preferred		
370.00	3	P0914SY	FBM204 4 Channel 0-20 In + 4 Channel 0-20 Out	Preferred		
380.00	4	P0914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred		
390.00	1	P0914TG	FBM241 Ch Isolated Vmon DI + External Source DO	Preferred		

400.00	88	P0914TR	FBM217, Discrete Inputs, 32 Channels	Preferred	
410.00	2	P0916RH	FBM219, Discrete I/O, 32 Channels, 24 DIN+8 DOUT	Preferred	
420.00	3	P0916TA	FBM242 Channel Isolated External Source DO	Preferred	
430.00	5	P0926GW	FBM232, 10/100 Mbps Ethernet, Single	Available	
440.00	53	P0927AF	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-	Preferred	
450.00	42	P0927AH	FBM214b, HART Inputs, 8 Channels	Preferred	
460.00	74	P0927AK	FBM244, HART 4 Input + 4 Output Channels	Preferred	
480.00	1	Q0301AS	AIM*Historian SW Lic (2000 Points)	Available	No
490.00	1	Q0301UT	AIM*AT OPC Server - Data Access For 1 Server	Available	No
500.00	1	Q0301YB	AIM*OLE DB Provider License - 1 User	Available	No
510.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
520.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
530.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
540.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
550.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
560.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
570.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
580.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
590.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
600.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
610.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
620.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
630.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
640.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
650.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
660.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
670.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
680.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Available	Yes
700.00	1	Q0300GB	FoxAPI V4.0 For I/A NT	LifeTime	No
720.00	20	P0917YZ	FCP270 Control Processor	Mature	
730.00	1	RH916RH	FBM219, Discrete I/O, 32 Channels, 24 DIN+8 DOUT	Preferred	
740.00	6	RH927AF	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-	Preferred	

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

110.00	6	P0973BJ	Fiber E'net Switch w/24 MT-RJ Ports & Uplink Ports	Obsolete	4/1/2016
710.00	1	P0901EG	Okidata 80-Column Printer For PW's (120 Vac)	Obsolete	1/1/2013

7. CONTACT INFORMATION

7.1   CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

7.1.1   Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	City of Spark - Reno, Nevada
Billing Address	8500 Cleanwater Way, Reno, Nevada 89502
Shipping Address	8500 Cleanwater Way, Reno, Nevada 89502
End User Address	8500 Cleanwater Way, Reno, Nevada 89502
Sold To Address	8500 Cleanwater Way, Reno, Nevada 89502

7.1.2   Purchasing & Accounts Payable Contacts

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

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1			Tel: Mobile: Fax: Email:
2			Tel: Mobile: Fax: Email:
3			Tel: Mobile: Fax: Email:

7.1.3 Site Operations Contacts

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

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

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Robert Rigdon	Control Systems Programmer	Tel: 775-336-5505 Email: rrigdon@cityofsparks.us
2	Suey Huey	Control Systems Programmer	Tel: 775-861-4137 Email: shuey@cityofsparks.us
3			Tel: Mobile: Fax: Email:

7.2 SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

7.2.1 Individual Schneider Electric Contacts

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

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Guy Grumbles	Client Sales Executive (CSE)	Tel: 713-329-8564 Email: Guy.Grumbles@schneider-electric.com
2	Gerry Mullaney	Product Sales Executive (PSE)	Tel: 303-522-1892 Email: Gerry.Mullaney@schneider-electric.com

Canada, United States:
Customer 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: systems.support@schneider-electric.com

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC ADDRESS	CONTACT INFORMATION
Canada and USA: *NOTE: Always contact the telephone numbers provided here to request Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.*	Schneider Electric Systems Canada Inc. 4 Lake Road, D.D.O, Quebec H9B-3H9 Canada Schneider Electric Systems USA, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA Schneider Electric Systems, USA, Inc. 26561 Rancho Parkway South Lake Forest, CA 92630 USA	Canada, USA toll free: Telephone: +1 866 746 6477 Worldwide support: Telephone: +1 508 549 2424 Fax: +1 508 549 4999 Email: systems.support@schneider-electric.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 Schneider Electric Proposal Number QLK-1808-3820139, Rev. 2, terms and conditions – will govern and supersede – any terms provided by Purchaser.

Contracts and Purchase Orders should be made out to:
   Schneider Electric Systems USA, Inc.

Send completed purchase orders to :

Email: processautomation.us@schneider-electric.com

Fax: 949-639-1508 Attn: Order Management

Mail: Schneider Electric Systems USA, 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 30 calendar days from the date of this proposal.
Firm Prices:	Prices are in USD 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, Schneider Electric holidays excluded.
``	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric 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 Schneider Electric Systems USA, Inc. ("Schneider Electric") 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 Schneider Electric.

(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 Schneider Electric, (iii) CFP Fee, (iv) payment terms, and (v) Goods and/or Software covered under the Agreement.

(d) "Software" shall mean Schneider Electric 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 Schneider Electric grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Schneider Electric's 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 Schneider Electric and Customer.

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

(f) "Specifications" shall mean the Schneider Electric standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Schneider Electric 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 Schneider Electric to Customer, unless otherwise agreed in writing by Schneider Electric, 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 Schneider Electric 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 Schneider Electric, Schneider Electric reserves the right to increase CFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Schneider Electric for expenses incurred by Schneider Electric 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 Schneider Electric Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Schneider Electric Software, they must first purchase an upgrade to the current / preferred version. Schneider Electric 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 Schneider Electric's invoice.

2.1 Support Reinstatement for Lapsed Enrollment. Schneider Electric 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 Schneider Electric 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 Schneider Electric Proposal and the CFP User Guide.

4. Scope of Support. Schneider Electric provides Services in accordance with the Schneider Electric lifecycle support policy applicable to the Agreement-covered Software and Goods. The Schneider Electric lifecycle policy is published on the Schneider Electric brand support websites, and may be referenced in the Schneider Electric Proposal and CFP Guide. Although Schneider Electric and its Certified Support Providers (third parties retained by Schneider Electric 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 Schneider Electric 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 Schneider Electric, Schneider Electric does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric's services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric's then current service rates.

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

(c) Schneider Electric and non-Schneider Electric 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 Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-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 Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric 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 Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric 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 Schneider Electric's 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 Schneider Electric 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. Schneider Electric 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 Schneider Electric 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 Schneider Electric will be invoiced at then current time and material service rates.

6. Remote Services Security. (Applicable to systems using RemoteWatch or legacy Schneider Electric-proprietary Remote Services) Remote Services communication will be conducted only by Schneider Electric trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Access by Schneider Electric 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 Schneider Electric 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 Schneider Electric and shall be returned to Schneider Electric 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 Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric 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 Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric 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 Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric 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 Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric 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 Schneider Electric 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 Schneider Electric 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 Schneider Electric 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) Schneider Electric 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 Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric's current list prices.

8. Term. The term of the Agreement shall be as stated in the Schneider Electric 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 Schneider Electric Proposal and herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Schneider Electric. All software licenses and Goods for a given Schneider Electric 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 Schneider Electric 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 Schneider Electric;

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

(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 Schneider Electric; 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 Schneider Electric.

8.2 Termination for Convenience.

(a) Schneider Electric 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 Schneider Electric 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 Schneider Electric.

(b) Customer may terminate the Agreement without cause by giving Schneider Electric ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Schneider Electric (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. Schneider Electric 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, Schneider Electric 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 Schneider Electric. Customer further agrees that it will take all actions and execute and deliver all documents requested by Schneider Electric in order to evidence Schneider Electric's rights in and to the Work Product. It is agreed and understood that Schneider Electric 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. Schneider Electric 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, Schneider Electric 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 Schneider Electric's 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.

<u>DISCLAIMER OF ALL OTHER WARRANTIES</u>
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 SCHNEIDER ELECTRIC, 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. SCHNEIDER ELECTRIC 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 SCHNEIDER ELECTRIC'S 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 CYBERSECURITY 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 Schneider Electric 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 Schneider Electric has been advised of the possibility of such damages. Schneider Electric's 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 Schneider Electric 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 Schneider Electric and a Customer and Schneider Electric's 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 Schneider Electric from and against any claims, damages or liabilities asserted by any third party against Schneider Electric as a result of Schneider Electric's 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) Schneider Electric's performance depends upon Customer's timely and effective cooperation, including providing Schneider Electric with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Schneider Electric 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. Schneider Electric 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 Schneider Electric's 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) <u>Restricted Rights Legend - U.S. Government Users</u>. 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 Schneider Electric Systems USA, Inc., 10900 Equity Drive, Houston, TX 77041 UNITED STATES. Telephone: (713) 329-1600.

(b) <u>Export Restrictions</u>. 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 Schneider Electric to object to such terms, provisions or conditions.

9. SELECTION AND PRICING SUMMARY

9.1   PROPOSAL ACCEPTANCE

This Proposal is valid for 30 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.

I/A SELECTION SUMMARY	Pricing Year 1	Pricing Year 2	Pricing Year 3
INCLUDED SERVICES *(Price before Optional Services)*	53,612	55,220	56,877
OPTIONAL SERVICES *(and other detail)*:			
☒ Training Growth Fund - Customer's contribution: Schneider Electric will match with: $2,000 per year.	2,000	2,000	2,000
☒ Customer FIRST for System Auditor	8,022	9,627	9,627
TOTAL:	**$63,634**	**$66,847**	**$68,504**

9.3 BILLING SCHEDULE

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

☐ New
☒ A renewal of a prior Agreement
☐ An Amendment to a current Agreement

The billing cycle is:
☒ Annual
☐ Quarterly
☐ Other (describe) Click here to enter text.

9.4 PAYMENT SCHEDULE

PAYMENT SCHEDULE	ANNUAL PAYMENT TOTAL	PERIOD PAYMENT	PERIOD LENGTH	START DATE	END DATE
Year 1	63,634.00	63,634.00	Annual	10/1/2018	9/30/2019
Year 2	66,847.00	66,847.00	Annual	10/1/2019	9/30/2020
Year 3	68,504.00	68,504.00	Annual	10/1/2020	9/30/2021
Total	**$198,985.00**				

Payment is due 30 days from date of invoice.

9.5 OPTIONAL AGREEMENT WITH CYBERSECURITY ASSESSMENT

I/A SELECTION SUMMARY	Pricing Year 1	Pricing Year 2	Pricing Year 3
INCLUDED SERVICES *(Price before Optional Services)*	53,612	55,220	56,877
OPTIONAL SERVICES *(and other detail)*:			
☒ Training Growth Fund - Customer's contribution: Schneider Electric will match with: $2,000 per year.	2,000	2,000	2,000
☒ Customer FIRST for System Auditor	8,022	9,627	9,627
☒ Cybersecurity Level 0 Assessment	12,829	N/A	N/A
TOTAL:	**$76,463**	**$66,847**	**$68,504**

PAYMENT SCHEDULE	ANNUAL PAYMENT TOTAL	PERIOD PAYMENT	PERIOD LENGTH	START DATE	END DATE
Year 1	76,463.00	76,463.00	Annual	10/1/2018	9/30/2019
Year 2	66,847.00	66,847.00	Annual	10/1/2019	9/30/2020
Year 3	68,504.00	68,504.00	Annual	10/1/2020	9/30/2021
Total	**$211,814.00**				

10. AGREEMENT ACCEPTANCE

Execution of this Agreement represents acceptance into the Customer FIRST program and its terms and conditions.

Purchaser accepts the agreement term indicated below by initials, and will issue a purchase order:

TERMS	INITIALS
Without Cybersecurity assessment	
With Cybersecurity assessment	

PURCHASER	
Client (Company) Name	City of Sparks
Address	P.O. Box 857
City/State/Zip	Sparks NV, 89432
Country	USA
Authorized Purchaser Representative *(signature)*	
Authorized Purchaser Representative *(print name)*	Geno R Martini
Title	Mayor of City of Sparks
Date	

ATTEST:

APPROVED AS TO FORM:

_____
TERESA GARDNER, City Clerk
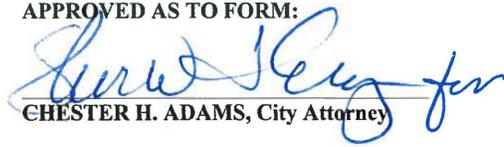
CHESTER H. ADAMS, City Attorney

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	Schneider Electric Systems USA, Inc.
Acceptance By *(signature)*	
Acceptance By *(print name)*	Deepa Peswani
Title	Finance Director
Date	October 4, 2018

11. APPENDICES

11.1   APPENDIX B — CUSTOMER FIRST PROGRAM FOR SYSTEM AUDITOR

The Customer FIRST Program offers the following resources to help support the utilization and performance of your System Auditor application.

Customer FIRST Program features for System Auditor are summarized below.

11.1.1 Included Services

Technical Support Phone Access
Schneider Electric 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.

Software Maintenance Releases, Service Packs, Patches, Updates, and Hotfixes
With the Customer FIRST Program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during your enrollment period. This entitlement applies to software that is in a 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. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Note: 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 site visit for which the labor terms of this agreement apply.

Software Version Upgrades and Revisions
Keep your System Auditor software up- to- date with access to version upgrades and revision releases. The Customer FIRST Program provides you with the ability to upgrade and keep covered Schneider Electric software at the 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 during the coverage period of your program enrollment. Schneider Electric makes no guarantee that version and revision releases will become available during the agreement period.

Notes:

1) *Your Customer FIRST enrollment must be active at the time the software version upgrade or revision is requested. Eligibility to request upgrades and revisions at no charge ends at enrollment expiration. Additionally, the following eligibility requirements must be met:*

   a) *Version Upgrade Eligibility: Schneider Electric software must be at the current version to be eligible for future version upgrades. If software is not at the current version at the time the Customer FIRST enrollment is executed, the customer must purchase the current upgrade version. When this criteria has been met, entitlement to future Schneider Electric software versions begins and will continue for as long as active Customer FIRST enrollment is maintained with no lapse in support coverage.*

   b) *Revision Upgrade Eligibility: For customers enrolled in the Elite level of the Customer FIRST Program, the eligibility for future Schneider Electric revision upgrades will continue for as long as an active Customer FIRST agreement is maintained with no lapse in support coverage.*

2) *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.*

3) *Operating Systems and other third party software, such as anti-virus software upgrades, are not included under this benefit.*