

CONSULTANT: Siemens Industry, Inc.  
CONTACT PERSON: Paul Pritchard  
ADDRESS: 15900 SE Eastgate Way, Suite 200  
Bellevue, WA 98008  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 601 906 563  
TELEPHONE/FAX NUMBER: 425-281-9968  
COUNTY DEPT: Facilities and Fleet Management  
DEPT. CONTACT PERSON: Anna Morton  
TELEPHONE/FAX NUMBER: 425-388-3896  
PROJECT: Security Maintenance - SiPass  
AMOUNT: \$1,000,000.00  
FUND SOURCE: 511.518 031 4833  
CONTRACT DURATION: Contract Execution through 3 years, unless  
extended or renewed pursuant to Section 2  
hereof

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement” or “Sales Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Siemens Industry, Inc, a Delaware Corporation, licensed to do business in the State of Washington (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide annual Security Maintenance and services for the County’s Access Control components. The scope of services is as defined in the Statement of Work: Snohomish County Annual Security Maintenance 2024 (hereinafter referred to as “Schedule A”), attached hereto and by this reference made a part hereof. This Agreement is the product of County Procurement SS-23-007RB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified

to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (“Effective Date”), and shall terminate in three (3) years, provided however that the term of this Agreement may be extended or renewed for up to two (2) one (1) year additional terms, at the sole discretion of the County, by providing written notice to Contractor. The Contractor shall commence work upon the Effective Date, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

- a. Services. The County will pay the Contractor for services as and when set forth in Schedule A.
- b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.
- c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly, as described in Schedule A. Each invoice for maintenance services shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices net thirty (30) days from invoice date..
- d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the

issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐ No ☒

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$1,000,000.00 for the initial term of this Agreement.

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Anna Morton  
Title: Contract Specialist  
Department: Facilities and Fleet Management  
Telephone: (425) 388-3896  
Email: Anna.Morton@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the



work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification. Indemnification is as described in Schedule A, Exhibit 1, Sections 7, 8 and 9.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(vi) Property Damage Liability

The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

1. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.
2. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this

agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights

Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:	Snohomish County Facilities
	3000 Rockefeller Ave, MS 404
	Everett, Washington 98201
	Attention: Anna Morton
	Contract Specialist

and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Bill Thornton  
Purchasing Manager

If to the Contractor: Siemens Industry, Inc.  
15900 SE Eastgate Way, Suite 200  
Bellevue, WA 98008  
Attention: Paul Pritchard  
Account Exec-Security Project

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

34. Entire Agreement and Order of Precedence. This written Agreement and its corresponding Schedules and Exhibits constitutes the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this

Agreement and any of the attached Schedules or Exhibits, the precedence of Documents shall be as follows:

- A. Professional Services Agreement
- B. Schedule A – Statement of Work
- C. Schedule A, Exhibit 1-Siemens Standard Terms and Conditions
- D. Schedule A, Exhibit 2-Siemens Software License/Warranty Addendum
- E. Schedule A, Exhibit 3-Siemens Exclusions and Clarifications

SNOHOMISH COUNTY:

\_\_\_\_\_  
County Executive      Ken Klein      Date  
Executive Director

Approved as to insurance  
and indemnification provisions:

**Diane Baer**      5/6/25

\_\_\_\_\_  
Risk Management      Date

Approved as to form only:

**Downs, Lyndsey**      Digitally signed by Downs,  
Lyndsey  
Date: 2025.04.23 15:45:13 -07'00'

\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

Siemens Industry, Inc.

*Alex Kleiman*      Electronically signed  
by: Alex Kleiman  
Date: May 6, 2025  
17:44 PDT  
\_\_\_\_\_  
Alex Kleiman      Date  
Branch Manager

Approved as to form only:

\_\_\_\_\_  
Legal Counsel to the Contractor      Date



---

## Schedule A

---

### PROPOSAL

Statement of Work: Snohomish County Annual Security Maintenance (2024)

### PREPARED BY

Siemens Industry, Inc. ("Siemens")

### PREPARED FOR

SNOHOMISH COUNTY

### DELIVERED ON

**SMART BUILDINGS**  
October 08, 2024

# Transforming the Everyday



Table of Contents

INTRODUCTION ..... 1

    Proposal Information..... 1

    Contact Information..... 3

CUSTOMER OVERVIEW ..... 4

    Siemens Capabilities & Customer Commitment ..... 4

    Executive Summary – Security ..... 4

SERVICE SOLUTION ..... 9

    Emergency Response Times – Security ..... 9

SERVICE IMPLEMENTATION PLAN ..... 11

    Connectivity and Communications ..... 11

    Service Agreement Contract Characteristics..... 13

    Service Team..... 14

TERMS AND CONDITIONS ..... 15

    Terms and Conditions ..... 15

    Agreement Terms for Investments ..... 16

SIGNATURE PAGE ..... 22

    Signature Page ..... 22

APPENDICES ..... 0

## Contact Information

Proposal #:	8810635
Date:	October 08, 2024

Sales Executive:	Paul Pritchard
Branch Address:	15900 SE Eastgate Way, Ste.20 Bellevue, WA 98008
Telephone:	(425) 281-9968
Email Address:	paul.pritchard@siemens.com

Customer Contact:	Snohomish County - Bill Penor & Debbie Porter
Customer:	SNOHOMISH COUNTY
Address:	3000 ROCKEFELLER AVE
	EVERETT WA 98201-4071
Services shall be provided at:	SNOHOMISH COUNTY BUILDINGS

## Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

## Executive Summary - Security

### Customer Needs

Services delivered by Siemens have been developed to help you achieve the outcomes you expect. The Proven Outcomes Services proposed in this agreement are specifically designed for Snohomish County in order to meet their unique business needs. The top priority business needs were identified and agreed to in a series of discussions with Snohomish County Facilities and their associated teams.

This Service Agreement between Siemens Industry, Inc. and Snohomish County services the Access Control System (SiPass) at the following Snohomish County locations.

<u>Site Location</u>	<u>Address</u>
<b><u>Main Campus</u></b>	
Admin West (AW)	3000 Rockefeller Ave, Everett WA 98201
Robert J. Drewel (RJD)	3000 Rockefeller Ave, Everett WA 98201
Parking Garage (PKG)	3000 Rockefeller Ave, Everett WA 98201
Superior Courthouse (CH)	3000 Rockefeller Ave, Everett WA 98201
Mission Building (MSN)	3000 Rockefeller Ave, Everett WA 98201
Carnegie	3001 Oakes Ave, Everett, WA 98201
North Campus A (NCA)	2929 Rockefeller Ave, Everett, WA 98201
North Campus C (NCC)	2929 Rockefeller Ave, Everett, WA 98201
<b><u>District Courts</u></b>	
Cascade District Court	415 Burke Ave E, Arlington, WA 98223
Evergreen District Court	14414 179th Ave SE, Monroe, WA 98272
South District Court	20520 65th Ave W, Lynnwood, WA 98036
Everett District Court	3000 Rockefeller Ave, Everett WA 98201

## Transfer Stations

Airport Road Transfer Station (ARTS)	10700 Minuteman Drive, Everett, WA 98204
North Transfer Station	19600 63rd Ave NE, Arlington, WA 98223
(NCRTS) Southwest Transfer	21311 61st PL W, Mountlake Terrace, WA 98043

## Sheriff Offices

Monroe East Precinct	14000 179th Ave SE, Monroe, WA 98272
Sultan East Station	515 Main St, Sultan, WA 98294
North Precinct	15100 40th Ave NE, Marysville, WA 98271
South Precinct	15928 Mill Creek Blvd, Mill Creek, WA 98012
APH-C3 Police Hanger	TBD
BOMARC	9901 24th Place West, Everett, WA 98204

## Carthcart Operations Center

Carthcart Bldg A	<u>8915 Cathcart Way, Snohomish, Wa 98296</u>
------------------	---

## Medical Examiner

Paine Field	9509 29th Ave W, Everett, WA 98204
-------------	------------------------------------

## Scope of Services

### Preventive Maintenance - Security

Siemens will perform predetermined and/or condition-based maintenance to all SiPass software and associated Access Control components. Access Control components include: SiPass Control panels, power supplies, Card Readers, Door Position Switches, Request-to-Exit Sensors, and associated electrified door hardware. Preventive maintenance is performed in accordance with a program of standard routines as determined by technology, application, location, and our experience. These services help preserve the integrity of the customer's equipment, prevent premature failure and assure that code and compliance requirements are met.

Siemens will perform one (1) pre-scheduled preventative maintenance service per Site Location per year.

## **Preventative Maintenance Service Task:**

### **SiPass Access Control System**

A visual inspection and operational test of the covered components of the access control system will be performed on an annual basis and during routine service visits to ensure that all devices are operating properly. The equipment will also be checked for damage and proper electrical connections. Readers will be repaired or replaced if proper entry grant or entry denial, verification of door status alarm operation and exit requests, test of controller/terminal communications, and operation of power supplies on battery power and activation of lock hardware to ensure capture and release of doors occurs as intended.

Siemens will provide service and maintenance coverage to all card readers, access control panels and associated field devices (I.E.: REX, DS160, Reader, Panic Buttons) connected and controlled through the Snohomish County SiPass Access Control system.

### **Preventative maintenance service on an access control system include but are not limited to:**

- Clean all devices per manufacturers recommendations
- Confirm that all connections are secure
- Verify that all devices are securely mounted
- Test door contacts for proper operation
- Verify read range of all proximity readers
- Verify operation of all devices
- Verify cable is not crimped or bent
- Verify valid card reads
- Replace batteries as required
- Note any wear and tear and/or damage to any devices
- Verify power supply voltages and Load Test
- Review history reports for correct system operation
- Check all loops for communication errors
- Archive all PMI data

### **Items Covered Under this Agreement**

- Initial County wide SiPass Software version update including Annual SiPass Software Service Agreement (renewed yearly)
- SiPass Access Control Panels (ERI, DRI, SRI, SiPass Edge, etc.)
- Card Readers (Faulty or replacement card readers will be HID Signo 40, Signo 40K, Signo20 (Mullion), Signo 20K as applicable)
- *FUTURE wireless locks* (Aperio/Allegion wireless lock/card reader and related modules)
- Door Contacts, Request To Exit (REX), Exit button devices
- Panic Buttons and wireless receivers, Door Release Buttons
- Power Supplies (Connected to SiPass Controllers)
- Input/Output Modules and Relays connecting to devices
- Tech Support and Preventative Maintenance for Badge Station Troubleshooting

## Items Not Covered Under The Agreement

- Electronic Door Locking Hardware (Panic Exit Device, Electronic Strikes, Electrified Lock Sets, Magnetic Locks and Transfer Hinges)
- This agreement covers troubleshooting to determine errors with lock hardware (I.E.: electric strikes, transfer hinge/ electrified handsets, electrified crash bars) where applicable. Siemens will not be responsible for the repair or replacement when above mentioned lock hardware is not working properly, that will be covered by others.
- Dedicated Door Locking Hardware Power Supplies (I.E. power supplies that are dedicated to the door hardware)
- Servers or Client Workstations
- Customer Network Infrastructure and Equipment
- Abuse, misuse, and force majeure

## Video Imaging and Badging Equipment

A visual inspection of the video imaging and badging equipment will be performed to investigate for damage, misalignment, tampering or obstruction. Operational testing of video imaging and badging equipment will also be performed to ensure proper system operation so that the quality of the finished badge is maintained. The imaging camera will be tested for video quality and the video printer will be tested for print badge quality.

*The following tasks are examples of scheduled maintenance for video imaging and badging equipment.*

- Verify operation of all devices
- Verify picture image for badging
- Replace batteries as required
- Note any wear and tear and/or damage to any devices
- Lubricate moving parts as required
- Print test cards
- Perform maintenance on printers per manufacturer's specifications
- Database maintenance and support for the system as currently programmed by Snohomish County

## **Repair & Replacement Services - Labor Only**

Repair & Replacement Services: To reduce the unexpected costs of unbudgeted repairs, Siemens has included the labor to repair or replace failed or worn components.

Siemens will perform a visual inspection and an operational test one (1) time per year to ensure that the security system is performing at peak efficiency or to customer requirements. During these scheduled visits, preventive maintenance will be performed in accordance with a program of standard routines as determined by technology, application, location, manufacture recommendations, and our experience. A report will be

generated which will include any changes and/or repairs that are required to ensure the system is operating at peak efficiency. The report will also note any failures in the system, note any points in alarm, note those points in operator priority and note where corrective action is required. If required, the report will be emailed to the associated Snohomish County team.

Prior to beginning any repair or replacement, the device suspected of being faulty will be brought to the owner's attention and will be repaired or replaced with owner's approval. All replacement material will be sold on separate spare parts contract at 20% discount.

## **Education Services**

Performed at Customer Facility

Through Educational Services, your staff will learn how to take advantage of the latest technologies available for your building system. This training will provide your staff with the knowledge they need to perform their jobs and maintain the highest operating performance for your facility. This knowledge will enable your staff to improve their skills in the use of your systems' features and capabilities. Training will be provided on-site at your facility, on the system and specific control applications implemented at your facility, providing immediate feedback and meeting immediate needs for the engineers in your facility. Siemens has included **two pre-scheduled 4-hr training sessions** to be performed bi-annually.

## **Technical Training and Support Services**

As part of the partnership with Snohomish County, Siemens will provide assistance with a technical services specialist who will aid in the following tasks:

### **Operational Services**

- Badge layouts
- Common issues/resolutions
- Report structure and programming
- Modifying and creating access levels, access times, etc.
- Camera system operation and maintenance
- Database integrity and programming responsibility
- Panel & readers locations in SiPass
- Process to reboot servers

### **Technical Services**

- Privileges/permissions
- Create / maintain access partitions

### **Siemens Report Deliverables**

- Quarterly Service Review Call on open or "Hot" items
- Quarterly Business Review with designated IT personnel
- Quarterly Business Review on performance/technology



## **Software Support Agreement (SSA)**

With software upgrades, you'll automatically have access to the latest releases which will increase the value of your security investment. Get new system capabilities like improved performance and usability, security updates, and expanded third-party integrations. Siemens has included the renewal of the annual SiPass SSA within this proposal. Siemens will perform one (1) SiPass software version update per year.

## **Quality Assurance Meetings**

To assure projects and service be performed correctly and meets the expectation of Snohomish County, Siemens has planned to establish a monthly Security Quality Assurance meeting. The meeting content will review the performance and services being provided within this agreement and address all outstanding or future security/fire projects being performed by Siemens.

All meetings will be prescheduled, have an agenda to include current and past meeting action items. All available Snohomish County stakeholders are welcome and encouraged to attend.

## **Emergency Response Times - Security**

### **Emergency Online/Phone Response**

#### **Standard**

Monday through Friday, between 8am and 5pm, System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 4 hours, Monday through Friday, between 8am and 5pm, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

### **Emergency On-site Response**

## Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

## Contract Customer Billable Service Rates

Security Contract	Monday to Friday (Regular Business Hours)	Overtime	Sunday and Holidays
Technician Specialist	\$267.00	\$400.50	\$534.00
Mechanic	N/A	N/A	N/A
Client Service Manager	\$216.00	\$324.00	\$432.00
Electrical Specialist	N/A	N/A	N/A

- A trip charge will be added to all service calls: \$120 - contract customers.
- Mileage charge may apply to service calls outside the service area. Snohomish County in Service Area (mileage fee's do not apply)
- Parts will be charged at 20% discounted rate for contract customers.
- An On-site Support Fee of \$50.00 will be waived on any service call related to support this SiPass Maintenance proposal.
- Remote Technical Support Fee of \$40.00 will be charged on remote only service calls. This fee covers the costs associated with delivering this premium service to customers, enabling quicker response and resolution.
- Paying by credit card, please email [siramcollectionsteam.us@siemens.com](mailto:siramcollectionsteam.us@siemens.com) and a Siemens collections representative will contact you for credit card payment details. A credit card surcharge may apply.
- Paying by phone, please call (216) 332-7362 and provide payment details
- Contract Customer Billing Rates: Remote service order resolved under 2 hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Onsite service order resolved under 2-hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Combined Remote and onsite (not resolved by remote and required on site visit to complete) combine remote AND onsite time, minimum billing of 2 hours or actual time if over 2 hours.

## Connectivity and Communications

### Proactive Remote Services

#### The optimal support for the high-performance operation of your building

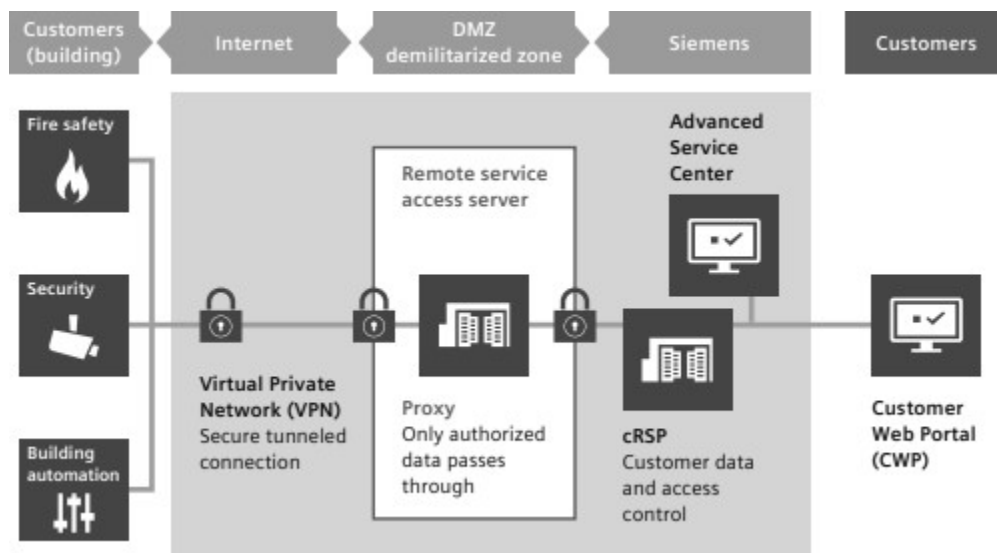
When the scope of services outlined within this proposal require or can utilize remote access,

Siemens provides an easy-to-use remote access platform that enables the secure and reliable delivery of Siemens remote services. Remote services, including engineering, commissioning, and maintenance of building systems can be performed by Siemens technical experts through our Digital Services Center of Excellence, available at any time to support your facility.

Siemens Remote Services utilize a secure remote access and connectivity solution referred to as the Siemens common Remote Service Platform (cRSP). cRSP is a comprehensive solution that powers a wide range of Siemens services and provides your organization with a solid foundation to leverage the power of connectivity, data, and analytics to make your facility even smarter. cRSP was designed and built to be a common platform for digitalization and is used across the Siemens family of companies.

Incorporating best practices and leading technologies from both the IT and cybersecurity fields, cRSP is a modern, secure, high-performance, and highly available platform that brings all the advantages of cloud-connected services to your facility, without sacrificing security. Utilizing cRSP and Siemens remote services gives your team a backstop and lets you unlock the operational benefits of analytics while also providing security mechanisms that mitigate cyber risk to your organization.

cRSP includes a range of security controls and features that give you confidence, control, and peace of mind that the services you rely on are both useful *and* secure.



#### cRSP Security Feature Highlights:

- Governed and secured in accordance with ISO 27001 and compliant with a robust Siemens-wide cybersecurity and information security management program and policies.
- Integrated with the global Siemens identity and access management platform, which provides robust

multi-factor authentication, enforcement of least-privilege access, granular separation of duties, mandatory usage of PKI, and automatic account management for all Siemens employees.

- Designed from the ground up using a defense in depth architecture that utilizes layered controls specifically crafted to mitigate the threats facing Operational Technology (OT) today.
- Centrally monitored to promote end-to-end reliability and availability.
- Robust logging and reporting of remote activity to ensure visibility and control.
- Secure network architecture and platform access based on granular segmentation, next-generation firewalling, and usage of DMZs at trust boundaries.
- Flexible deployment model and security configuration options to ensure streamlined usage while meeting your organization's security requirements and preferences.
- Compatible with a wide range of on-premise network configurations and traffic flow setups, allowing for integration with your existing network architecture, IT infrastructure, and security controls.

## **Siemens Service Portal**

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

## **Data security as a basic requirement**

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

## Service Agreement Contract Characteristics

Description	SECURITY
Hours of Coverage	Mon-Fri, 8:00 AM - 5:00 PM
Response Times (Phone/Online)	4 Hours
Response Times (Onsite/Emergency)	Billable
Remote Services	Yes
Third Party Systems	No
Monitoring	No
Additional Material Discount for Maintenance Repair	20.0%

Material discounts are applicable for sites identified and disciplines in this agreement.

### Contract Customer Billable Service Rates

Security Contract	Monday to Friday (Regular Business Hours)	Overtime	Sunday and Holidays
Technician Specialist	\$267.00	\$400.50	\$534.00
Mechanic	N/A	N/A	N/A
Client Service Manager	\$216.00	\$324.00	\$432.00
Electrical Specialist	N/A	N/A	N/A

- A trip charge will be added to all service calls: \$120 - contract customers.
- Mileage charge may apply to service calls outside the service area. Snohomish County in Service Area (mileage fee's do not apply)
- Parts will be charged at 20% discounted rate for contract customers.
- An On-site Support Fee of \$50.00 will be waived on any service call related to support this SiPass Maintenance proposal.
- Remote Technical Support Fee of \$40.00 will be charged on remote only service calls. This fee covers the costs associated with delivering this premium service to customers, enabling quicker response and resolution.
- Paying by credit card, please email [siramcollectionsteam.us@siemens.com](mailto:siramcollectionsteam.us@siemens.com) and a Siemens collections representative will contact you for credit card payment details. A credit card surcharge may apply.
- Paying by phone, please call (216) 332-7362 and provide payment details.
- Contract Customer Billing Rates: Remote service order resolved under 2 hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Onsite service order resolved under 2-hours, minimum billing 2 hours, resolved in greater than 2 hours, billed at actual time. Combined Remote and onsite (not resolved by remote and required on site visit to complete) combine remote AND onsite time, minimum billing of 2 hours or actual time if over 2 hours.

## Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility.

### Your Assigned Team of Service Professionals will include:

**Sales Executive** manages the overall strategic service plan based upon your current and future service requirements.

**Remote Services Specialist** is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

**Client Services Manager** is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

**Service Operations Manager** is responsible for managing the delivery of your entire support program and service requirements.

**Primary Service Specialist** is responsible for performing the ongoing service of your system.

**Service Coordinator** is responsible for scheduling your planned maintenance visits and handling your emergency situations by taking the appropriate action.

**Secondary Service Specialist** who will be familiarized with your building systems to provide in-depth backup coverage.

**Service Administrator** is responsible for all service invoicing including both service agreement and service projects.

## Terms and Conditions

### Terms and Conditions

[Terms & Conditions, Exhibit 1](#)

**Price Escalation.** Pricing will remain firm fixed as indicated in the table beginning on page 18 for the duration of the initial term. Any such option to renew or extend exercised by the County under this Agreement may result in a pricing increase of no more than 2% per annum.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.



## Agreement Terms for Investments

Primary Services shall be provided at:

3000 ROCKEFELLER AVE  
EVERETT, WA 98201-4071

Siemens Industry, Inc. shall provide the services at the Site Locations listed below, and as identified in this Proposal.

Initial Term Investments:

### Site Locations

Main Campus = 3000 Rockefeller Ave. Everett

- Head End Admin at SCSO (SiPass Server & SiPass Client Workstations)
- Admin West (AW)
- Robert J. Drewel (AE)
- Parking Garage (PKG)
- Superior Courthouse (CH)
- Mission building (MSN)

Across the street from Main campus

- Carnegie (CRN)
- North Campus A (NCA)
- North Campus C (NCC)

District Courthouses = located throughout County

- Cascade District Court = Arlington
- Evergreen District Court = Monroe
- South District Court = Lynnwood
- Everett District Court = Everett

Transfer Stations = located throughout County

- Airport Road Transfer Station = Paine field Everett
- North Transfer Station = Arlington
- Southwest Transfer Station = Mount Lake Terrace

Sheriff Offices = located throughout County

-East Precinct = Monroe

-East Station = Sultan

-North Precinct = Smokey Point

-South Precinct = Mill Creek

-South Precinct = Mill Creek

-APH-C3 Police Hanger - Paine Field Everett

- BOMARC – Paine Field Everett

Cathcart Buildings = Snohomish

-CAA

Medical Examiner Building

– Paine Field Everett

## Head End

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$16,701.05
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$8,515.29
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$9,236.03

## Admin West (50CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$1,825.91
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$1,876.08
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$1,960.31

## Courthouse (89 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$2,886.67
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$2,965.98
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$3,099.16

## Carnegie (3 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## Mission Bldg (22 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$1,564.02
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$1,607.00
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$1,679.15

## RJD Bldg ( 22 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$1,564.02
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$1,607.00
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$1,679.15

## Parking Garage (5CR - 3 Elev)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## North Campus A & C (4CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## Everett District Court – Everett (4CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$699.26
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$718.48
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$750.74

## Cascade District Court - Arlington (3 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$699.26
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$718.48
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$750.74

## Evergreen District Court - Monroe (3 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$699.26
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$718.48
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$750.74

## South District Court - Lynnwood (6 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## Sheriff North Precinct (4 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$728.28
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$748.29
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$781.89

## South Precinct (4 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## Sulton EAST Precinct (2 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## EAST Precinct Monroe (1 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## BOMARC (32 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$2,476.65
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$2,544.70
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$2,658.95

## SCSO Hanger Police Office(3CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$722.99
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$742.85
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$776.21

## North Transfer (2 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$749.44
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$770.03
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$804.61

## SouthWest Transfer (9 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$1,455.73
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$1,495.73
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$1,562.89

## ARTS Airport Road Tran (11 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$1,427.63
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$1,466.86
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$1,532.72

## CAA (5CR )

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$770.44
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$791.61
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$827.15

## Medical examiner (10 CR)

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$1,299.48
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$1,335.20
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$1,395.16

Multi-Period Investment Total	\$443,327.80
-------------------------------	--------------

## Amount Due In Arrears Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

## Initial Term Investments Summary

Period	Period Range	Billing Frequency	Price
1	May 1,2025 - Apr 30,2026	Quarterly (In Arrears)	\$165,324.08
2	May 1,2026 - Apr 30,2027	Quarterly (In Arrears)	\$135,288.04
3	May 1,2027 - Apr 30,2028	Quarterly (In Arrears)	\$142,715.68

## STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES – EXHIBIT 1 TO SCHEDULE A

**1. APPLICABLE TERMS.** This Agreement governs the sale and performance of services provided by Siemens ("Services"). These terms do not apply to the Software furnished by Siemens. The Standard Terms Addenda, These terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens.

**2. PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order; or if neither (i) nor (ii) apply, then Siemens' standard rates in effect when the Services are performed.

(a) Payment - Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval - All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold performance of Services, require cash payments or advance payments, or require other satisfactory financial security before performance of Services.

(c) Taxes - Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties, tariffs charged on the importation of goods into the United States, or other government charges related to the Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments– Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice.

(f) Suspension/Termination Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

**3. RISK OF LOSS AND SCHEDULE.** Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

**4. CANCELLATION. See Professional Services Agreement.**

**5. FORCE MAJEURE / DELAYS.** If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

**6. BUYER'S REQUIREMENTS.** Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services.

**7. INDEMNITY.** (a) Professional Liability - Siemens agrees to indemnify the Buyer and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Siemens' professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Siemens, its principals, employees or subcontractors. Siemens has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Siemens' finally determined percentage of liability based upon the comparative fault of Siemens, its principals, employees, and subcontractors. For the purpose of this section, the Buyer and the Siemens agree that the Buyer's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

(b) All Other Liabilities Except Professional Liability - To the maximum extent permitted by law and except to the extent caused by the sole negligence of the Buyer and, if any funds for this Agreement are provided by the State, the State, Siemens shall indemnify and hold harmless the Buyer and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of Siemens. In addition, Siemens shall assume the defense of the Buyer and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the Buyer and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the Buyer and, if applicable, the State by an employee or former employee of Siemens or its subcontractors, and Siemens, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the Buyer and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the Buyer or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from Siemens.



In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

**8. WARRANTY.** (a) Siemens warrants that it will perform the Services in a professional and workmanlike manner. If the Services fail to meet the warranty standards set forth in this Article 8(a) within ninety (90) days from completion of the Services ("Warranty Period"), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty Period, Siemens shall at its own expense re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

(b) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment" other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the

locale where the Services are being performed and having regard to the nature of the Services; (iv) Buyer discontinuing use of the Equipment after it has, or should have had knowledge of any defect in the Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services.; (vi) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (vii) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(c) Exclusions from Warranty Coverage. The Warranties do not apply to any Third-Party Parts or Equipment or to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such Third-Party Parts, Equipment, services or any related assignment of warranties.

(d) Warranty Notice. Buyer must provide written notice of any claims for breach of Warranty within the applicable Warranty Period. Additionally, absent written notice within the Warranty Period, any use of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 8(b) or from their deteriorated condition.

**(f) THE WARRANTIES IN THIS ARTICLE 8 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 9 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

**9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE),

STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED TWO (2) TIMES THE TOTAL PRICE PAID TO SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 9 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 9 EXTEND TO SIEMENS'

AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 8, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

## **10. INTELLECTUAL PROPERTY.**

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 10 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 10.

THIS ARTICLE 10 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

## **11. CONFIDENTIALITY.**

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the

disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law or court order. The parties obligations with respect to Washington's Public Records Act are contained in Section 24 of the Professional Services Agreement.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Services have been performed.

**12. COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations.

**13. CHANGES IN SERVICES.** No change will be made to the scope of Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

**14. NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

**15. MODIFICATION OF TERMS.** These terms may only be modified by a written instrument signed by authorized representatives of both parties.

**16. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

**17. APPLICABLE LAW AND JURISDICTION.** . The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

**18. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

**19. EXPORT/IMPORT COMPLIANCE.** Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of goods or information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

**20. NUCLEAR.** In the event the Services provided under the Agreement are to be performed at or in any manner in connection with a nuclear installation, the following conditions shall apply:

**A. Buyer's Insurance**

(1) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

**B. Waivers by Buyer:** Neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

**C. Third Party Property Protection:** Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

**D. Decontamination:** Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

**21. SURVIVAL.** The Articles entitled “Intellectual Property,” “Limitation of Liability,” “Indemnity,” “Confidentiality,” “Risk of Loss and Schedule,” “Export/Import Compliance,” and “Nuclear” survive any termination, expiration or cancellation of this Agreement.

**22. SITE SAFETY.** Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer’s Site complies with all applicable safety requirements. In the event Buyer’s Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer’s non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

**23. ENVIRONMENTAL COMPLIANCE.** To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as “Hazardous Waste”) shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys’ fees) related to pollution and environmental impairment arising from the Buyer’s property, the Equipment or the Services.

#### **24. ASBESTOS**

The terms “Asbestos” and “Presumed Asbestos Containing Material” shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and “ACM” shall mean Asbestos and Asbestos containing materials.

(1) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(2) Prior to Siemens’ commencement of Services at any Site:

(a) The Buyer shall, at Buyer’s expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter “PACM”), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(b) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 24. Without limiting its other rights and remedies, Siemens (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 24, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer’s non-compliance.

(3) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(4) Siemens makes no representation that it is licensed to abate ACM.

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures

arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

## **25. THIRD PARTY PARTS**

Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

## **SIEMENS STANDARD TERMS AND CONDITIONS - Exhibit 2 to Schedule A**

### **Software License/Warranty Addendum**

The terms and conditions of this Addendum govern Licensee's license to Software furnished by Siemens in conjunction with the sale of Products or Services under the terms and conditions of a Sales Agreement.

#### **ARTICLE 1: ORDER OF PRECEDENCE AND CONTRADICTION OF TERMS**

**1.1** Licensee shall comply with the terms of this Addendum and the Exhibits hereto in addition to the terms of the Sales Agreement, which terms and conditions shall also apply to Software licensed under this Addendum. In the event of inconsistency between or among these provisions, the following order of precedence shall govern: 1) Exhibits to this Addendum; 2) This Addendum; and, 3) The Sales Agreement. For the avoidance of doubt, if provisions of this Addendum expand the scope of any provision of the Sales Agreement, but without contradicting it, then the provision shall apply to the Software licensed under this Addendum as augmented by this Addendum.

**1.2** If Licensee received the Software prior to executing a written agreement, and installs, copies or otherwise uses the Software, Licensee shall, by doing so, indicate that Licensee has read and understood this Addendum and the Sales Agreement and accepted these terms and conditions. Licensee is not entitled to install or use the Software if Licensee does not agree with these terms. In such an event, Licensee should promptly contact Siemens for instructions on return or certified destruction of the Software.

#### **ARTICLE 2: SOFTWARE LICENSE TERMS AND CONDITIONS**

**2.1** **Definitions.** The following terms have the meanings set forth below.

- (a) "Authorized Agents" means Licensee's consultants, agents and contractors who are working on Licensee's premises and who require access to the Software and/or Documentation solely for their support of Licensee's internal business.
- (b) "Authorized Users" means (i) Licensee's employees and (ii) Authorized Agents, provided the Authorized Agents comply with the terms of this Addendum.
- (c) "Confirmation of Order" means a statement or document provided by Siemens acknowledging and accepting the Licensee's order including the purchase of a license to Software or otherwise acknowledging the Software license grant to Licensee, including but not limited to a certificate of license.
- (d) "Documentation" means the explanatory printed or electronic functional specification materials provided by Siemens with respect to the Software, including, but not limited to, license specifications, instructions for the use of the Software and technical specifications.
- (e) "Products and Services" means the items, other than Software, as described on an order and purchased by Licensee from Siemens under a Sales Agreement.
- (f) "License Metrics" means the particular metric restrictions for a relevant Software License Type as indicated in the Confirmation of Order, the Product Specific Terms or other written document by Siemens and may include concurrent user, named user, per machine, per server, per device, or per time usage, or any other metric agreed to by Siemens and Licensee.
- (g) "License Type" means a Limited Term License, Perpetual License or Extended Term License.
- (h) "Limited Term License" means a license of the Software that is limited in term to a period of time mutually agreed by Siemens and Licensee. Limited Term Licenses include, but are not limited to Rental Licenses.
- (i) "Licensee" means the party that is acquiring rights to the Software pursuant to the terms of this Addendum and any applicable Sales Agreement.
- (j) "Maintenance Services" means the maintenance, enhancement and support services provided by, or on behalf of, Siemens with respect to the Software under terms and conditions either in a separate written agreement or an exhibit to this Addendum. Maintenance Services do not include services performed by Siemens during the Warranty period.
- (k) "Perpetual License" or "Extended Term License" means a license of Software that is not limited in term, but, subject to the terms of this Addendum and applicable Sales Agreement, extends indefinitely. Unless a license of Software is specified as a Subscription, a Rental License or another type of Limited Term License in this Addendum, the Product Specific Terms, or a separate contract between the parties and the Software is embedded in the Product (as identified in the applicable Sales Agreement) as delivered, then the license of Software is deemed to be a Perpetual License. Perpetual Licenses do not include Maintenance Services or professional services which must be purchased separately.
- (l) "Product Specific Terms" means those terms and conditions that are (i) different or additional to this Addendum that apply to the Software or to specific use of the Software with a Product and (ii) which terms

are available to Licensee either as an Exhibit to this Addendum or in a separate document outside of this Addendum. If there is a conflict between the terms of this Addendum and the Product Specific Terms, then the Product Specific Terms will prevail.

- (m) "Rental License" means a license whose term is limited to an agreed to period of time.
- (n) "Sales Agreement" means any agreement for the sale of Products or Services between Siemens and Licensee under which Software is licensed or otherwise distributed by Siemens.
- (o) "Software" means the software that is licensed or distributed by Siemens to Licensee under the terms and conditions of a Sales Agreement including this Addendum. "Software" includes the related Documentation.
- (p) "Territory" means the country in which Siemens has licensed rights to the Software as indicated in the Confirmation of Order, Product Specific Terms or applicable Sales Agreement. If no Territory is identified, the Territory shall be limited to the country in which the Software is delivered or otherwise made available to Licensee.

## **2.2 License Grant and Conditions.**

- (a) License Grant. Subject to the terms and conditions of this Addendum, the Sales Agreement, and any Product Specific Terms, Siemens grants to Licensee a nonexclusive, nontransferable, limited license to allow Authorized Users to access and use the executable form of the Software, to the extent to which the same has been enabled by Siemens through use of license key or other mechanism for use by Licensee, in the Territory. The license granted to Licensee shall be of the License Type and be subject to the License Metrics set forth in the Confirmation of Order, the Product Specific Terms or other written document by Siemens. No title to or ownership in the Software is transferred to Licensee. Title to the Software, and all applicable rights in patents, copyrights, trade secrets and other intellectual property rights inherent in the Software, will remain in Siemens or third parties from whom Siemens has obtained the right to license the Software. Siemens reserves all rights in the Software not explicitly granted herein.
- (b) Delivery of Software. Delivery of the Software shall be as identified in the Confirmation of Order or from the Software purchase order number contained in the Confirmation of Order, in conjunction with the associated order data of the Siemens catalog valid at the time of the Confirmation of Order. If the Software is provided by Siemens on a data medium or made available for electronic download by Siemens, the license granted to Licensee in 2.2(a) shall include the right to install such Software in accordance with the Confirmation of Order.
- (c) Use of Unauthorized Software. Licensee represents and warrants that it will only use Siemens software that has been validly licensed to it by Siemens or its authorized partner. Any Siemens software not duly licensed from Siemens or its authorized partner constitutes unauthorized software. If Licensee downloads, installs and/or uses unauthorized software, then Siemens has the right to terminate this Addendum in accordance with the terms of Article 4.3 below.
- (d) Software Security and Monitoring. Siemens reserves the right to embed a software security mechanism within the Software to monitor usage of the Software and to verify Licensee's compliance with this Addendum. Such security mechanism may communicate with computers controlled by Siemens to exchange communications and report and store data relating to the usage of the Software, its installation, the system on which it has been installed and the number of times it has been copied or accessed. Siemens reserves the right to use license administration software, a license authorization key to control access to the Software and/or a hardware lock device. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use by Licensee of any Software without any required security mechanism is prohibited. Where Software licensed hereunder or Product(s) sold under a Sales Agreement have a remote service capability, Siemens shall be entitled to access data available from the Licensee for the Software licensed or Product(s) maintained by remote service for the term of the Sales Agreement. Licensee grants Siemens the further right to use data collected from said products for Siemens product and service optimization purposes.
- (e) Third Party and Open Source Software. The Software may contain or require the use of third party technology that is provided with the Software, including open source software ("OSS"). Third party technology is licensed to Licensee either under the terms of this Agreement or under separate license terms that shall be specified in the relevant Documentation, "read me" files, notice files, or other such documents or files ("Technology Subject to a Third-Party License"). Licensee's rights to use Technology Subject to a Third-Party License are subject to such separate license terms and are not restricted in any way by this Addendum and to the extent that a term of this Addendum is in conflict with any applicable mandatory right granted by a third-party license, such term shall not apply. If applicable, Siemens will furnish OSS source code contained in the Technology Subject to a Third-Party License upon written request and subject to Licensee's payment of shipping and



handling charges. Third party technology that is not Technology Subject to a Third-Party License shall be deemed part of the Software and is licensed to Licensee under the terms of this Addendum. The terms of any third-party license (if any) that apply to the licensed Software are either: a) specified in the Product Specific Terms, b) separately accompany the licensed Software and are automatically presented for acceptance prior to first use of such Software by an Authorized User in accordance with the Confirmation of Order (such as applicable License Type and License Metrics) obtained from Siemens, or c) are specified in the "read me" file or document for the licensed Software. The terms of such third-party licenses are herein incorporated by reference to this Addendum.

- (f) **Other Third Party Software Not Provided.** Except where the parties agree in writing to the contrary, Licensee is solely responsible for ensuring that: (i) the system on which the licensed Software is installed, run and/or used contains all third party software not contained in or bundled with the Software as delivered and that is necessary to run, install, interface with, and/or use such Software ("Other Third Party Software") and (ii) Licensee and/or Licensee's system fulfill the requirements of all required licenses for such Other Third Party Software.
- (g) **U.S. Government Restricted Rights.** The Software is a commercial product that has been developed exclusively at private expense. If the Software is acquired directly or indirectly on behalf of a unit or agency of the United States Government under the terms of (i) a United States Department of Defense ("DOD") contract, then the Software and Documentation are considered "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable, consistent with 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-14, and other relevant sections of the Code of Federal Regulations ("C.F.R."); or (ii) a Civilian agency contract, then use, reproduction, or disclosure is subject to the restrictions set forth in clause 27.405(b)(2)(i) of the Federal Acquisition Regulation ("FAR"), entitled Acquisition of Existing Computer Software, and any restrictions in the agency's FAR supplement and any successor regulations thereto, and the restrictions set forth in this Addendum. The United States Government will only have the rights set forth in this Addendum. Siemens Software licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Addendum. Siemens shall not be required to obtain a security clearance or otherwise be involved in accessing classified information as described in FAR 52.204-2 and the National Industrial Security Program Operating Manual (DoD 5220.22-M).

**2.3 Backup of Software.** Licensee may make one copy of the Software for archival backup purposes only, unless otherwise restricted under the applicable Product Specific Terms. Licensee shall retain and reproduce all copyright or proprietary notices in the backup copy of the Software. Siemens retains all rights to the original and backup copy of the Software. The backup copy will also be subject to the terms and conditions of this Addendum.

**2.4 Licensee Responsibilities and Prohibited Actions.**

- (a) **Remarketing of Software.** Licensee will not cause or permit the loan, publication, transfer of possession (whether by sale, exchange, gift, operation of law or otherwise) of the Software, in whole or in part, to or for any third party, and/or use of the Software as a service bureau.
- (b) **Transfer of Software.** Unless specifically allowed by the terms of the Sales Agreement or this Addendum, or as may be required by applicable law, Licensee may not distribute, rent, lease, sell, sublicense or otherwise transfer all or any portion of the Software, or any rights granted in this Addendum, to any other person without the prior written consent of Siemens.
- (c) **Reverse Engineering or Modifying the Software.**
  - (i) **Prohibitions.** Licensee will not reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover the source code of the Software. The prohibition against modifying or reverse engineering the Software does not apply to the extent that Licensee is allowed to do so by applicable law.
  - (ii) Licensee shall not be entitled to remove any alphanumeric identifiers, trademarks or copyright notices from the Software, the data medium, or Documentation supplied under this Addendum.
- (d) **Host Identifier.** With respect to each order for Software under this Agreement, Licensee or Siemens' authorized channel partner will provide Siemens with the host identifier required by Siemens and such other information reasonably requested by Siemens for each workstation and/or server on which the license

management portion of the Software will be installed to permit Siemens to generate a license file that will restrict end-user access to only those Software modules licensed under this Agreement and limit use of such Software modules at any given time to the maximum number of licensed Authorized Users.

- (e) Authorized Agents; Indemnity. Licensee will ensure that Authorized Agents comply with the terms of this Agreement and agrees to indemnify Siemens from and against any and all liabilities, losses, claims, costs and/or expenses incurred by Siemens and/or its affiliates as a result of any violation of the terms of this Addendum by any Authorized Agent.

## **2.5 Warranties and Disclaimers.**

- (a) Unless otherwise stated in the Sales Agreement, Confirmation of Order, or other Siemens writing, Siemens warrants that, as of the date the Software is delivered or otherwise made available to Licensee via electronic download and for a period of ninety (90) days thereafter (the "Warranty Period"), the Software will provide the features and functions generally described in the Documentation and that the media on which the Software is furnished, if any, will be free from defects in materials and workmanship. Notwithstanding the foregoing, the warranty period for the Product(s) set forth in the Sales Agreement shall control with respect to Software embedded in such Product(s). Siemens' entire liability, and Licensee's exclusive remedy, during the Warranty Period will be, at Siemens' sole option, to attempt to correct or work around errors, to replace defective media on which Software is installed, if any, or to refund the license fees for the Software involved. Any refund is subject to the return or destruction of the Software or defective media to Siemens.
- (b) This warranty does not apply to Software delivered by Siemens but produced by others. The warranty for Software produced by others shall be the warranty as stated by the relevant software producer.
- (c) This warranty will apply only provided that: (i) the Software is not modified, changed, or altered by anyone other than Siemens or its suppliers, unless authorized by Siemens in writing; (ii) there is no change by anyone other than Siemens to the Products for which the Software is ordered; (iii) Licensee is using the Software in a proper manner in compliance with all operating instructions included in the Documentation; (iv) the nonconformity is not caused by Licensee, Licensee's Siemens-authorized transferee, or any of their agents, servants, employees, or contractors, or any third party; (v) Licensee or Licensee's Siemens-authorized transferee promptly notifies Siemens in writing of the nonconformity after it is discovered; and (vi) all fees for the Software due to Siemens have been paid.
- (d) Licensee is responsible for the prevention of security issues with regard to its own systems and data, including Software hosted on Licensee's systems. Licensee's responsibility includes, but is not limited to, undesired invaders of the software such as malware, viruses, spyware or trojans and Siemens disclaims responsibility for any damages incurred as a result of Licensee's failure to secure its systems and data.
- (e) EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS ARTICLE 2.5, SIEMENS MAKES AND LICENSEE RECEIVES NO EXPRESS WARRANTIES. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SOFTWARE AND ITS FUNCTIONALITY IN ANY COMMUNICATION WITH LICENSEE CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. IN ADDITION, SIEMENS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SIEMENS DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

## **ARTICLE 3: SOFTWARE MAINTENANCE TERMS AND CONDITIONS**

- 3.1 **Software Maintenance.** In addition to any warranty services that Siemens may provide as set forth in Article 2, Licensee may purchase (if offered by Siemens) Maintenance Services consistent with the terms and conditions set forth in an exhibit attached hereto or other written agreement between the parties.

## **ARTICLE 4: GENERAL TERMS AND CONDITIONS**

- 4.1 **Limitation of Liability.** Siemens' entire liability for all claims or damages arising out of or related to this Addendum, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate the amount paid to Siemens for the Software licensed under this Addendum. This limitation is not applicable to claims covered by Article 4.2 of this Addendum.

- 4.2 **Intellectual Property Infringement Indemnity.**

- (a) Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Licensee based on an allegation that the Software or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Software is delivered by Siemens. Licensee will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Licensee shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Software, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Licensee is enjoined, Siemens will, at its option and expense, either: (i) procure for Licensee the right to continue using the Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify the Software so it is non-infringing.
- (b) Siemens will have no duty or obligation under this Article 4.2 if the Software is: (i) supplied according to Licensee's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Licensee or its contractors after delivery; (iii) combined by Licensee or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Licensee; or (iv) any refusal or failure by Customer to install and use the most current version or a non-infringing version of the Software offered or otherwise made available by Siemens to Customer as long as such non-infringing version performs substantially the same functions. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Licensee must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Licensee under this Article 4.2.
- (c) THIS ARTICLE 4.2 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND LICENSEE'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

**4.3 Termination.** Licensee may terminate this Addendum at any time by removing all copies of the Software from Licensee's systems, destroying them and certifying the destruction to Siemens in writing. Siemens will have the right to terminate this Addendum and/or any Limited Term License and/or Perpetual License granted hereunder immediately on notice to Licensee if Licensee: (a) violates the license restrictions of this Addendum, (b) breaches Article 2.2(c) above, or (c) files a petition in bankruptcy, has such a petition filed against it, which petition is not discharged within sixty (60) days after such filing, makes an assignment for the benefit of creditors, if a receiver, trustee, custodian or similar agent is appointed or takes possession of Licensee's assets, or if Licensee becomes insolvent or otherwise ceases doing business in the ordinary course. In addition, Siemens will have the right to terminate this Addendum and/or any Limited Term License and/or Perpetual License granted hereunder if Licensee breaches any other obligation or provision of this Agreement which breach remains uncured for a period of thirty (30) days after receipt of notice thereof from Siemens.

**4.4 Effect of Termination.** Upon termination of this Addendum or the associated Sales Agreement, the licenses granted hereunder and all other provisions of this Addendum (except those specified in this Article) shall be terminated and Licensee shall immediately cease using the Software, the Documentation and other Siemens confidential information and shall permanently delete all electronic copies thereof from Licensee's systems. Except as specifically set forth in this Addendum, all license fees and Maintenance Services fees are non-refundable. Termination or expiration of this Agreement or any license granted hereunder shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Licensee's obligation to pay all fees that have accrued or are otherwise owed by Licensee up to the effective date of termination. All Licensee obligations under this Addendum shall survive and continue in full force and effect after any termination of this Addendum or Sales Agreement to which this Addendum is attached.

**4.5 Confidentiality and Data Protection.**

- (a) The parties agree that the Software and Documentation shall be considered Confidential Information and be subject to the confidentiality terms and conditions under the Sales Agreement. If Licensee conducts

benchmarks or other tests concerning the Software, including any content or functionality of Siemens' third party licensors, or hardware, then the results shall constitute Siemens' Confidential Information and shall not be published or otherwise revealed to any third party, without the prior written consent of Siemens.

- (b) Licensee has the right to share Siemens' Confidential Information with Authorized Users and Authorized Agents provided those recipients are subject to the same confidentiality obligations set forth herein. If a party breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of the other party's Confidential Information hereunder, the disclosing party shall be entitled to obtain equitable and injunctive relief in addition to all other remedies that may be available to protect the disclosing party's interests.
- (c) Nothing in this Agreement requires a party to treat as confidential any information which was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's Confidential Information.
- (d) **Data Protection.** Licensee represents and warrants that it is in compliance with all applicable data protection laws and that it has obtained all necessary consents as required by applicable law in respect of personal data Licensee transfers or makes available to Siemens for processing in the course of this Addendum or any related maintenance and/or support services and will indemnify Siemens in respect of all costs, claims, liabilities and demands incurred by Siemens in respect of any breach of this warranty.
- (e) **Survival of Confidentiality Obligations.** This Article 4.5 will survive the expiration or termination of this Addendum or Sales Agreement for any reason.

**4.6 Audits.** Licensee will at all times maintain records specifically identifying the Software licensed under this Addendum, the location of each copy thereof, and the location and identity of the workstations and servers on which the Software is installed. Siemens may, during regular business hours and upon reasonable advance notice, conduct an audit to determine Licensee's compliance with the terms and conditions of this Addendum. Licensee will permit Siemens or its authorized agents to access Licensee's facilities, workstations and servers and otherwise cooperate fully with Siemens in any such investigation and will take all commercially reasonable actions to assist Siemens in accurately determining Licensee's compliance with the terms and conditions of this Addendum. Siemens and its authorized agents will comply with Licensee's reasonable security regulations while on Licensee's premises.

**4.7 Assignment.** Neither party may assign all or part of this Addendum, or any rights or obligations under this Addendum without the prior written consent of the other; but, either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary, or affiliate or affiliates successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Licensee shall not assign this Addendum to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Licensee's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Addendum and/or assign proceeds of this Addendum without Licensee's consent.

**4.8 Feedback.** To the extent that Licensee gives feedback on the Software to Siemens or its subcontractors, Licensee hereby assigns to Siemens all rights to such feedback (including any suggestions, enhancement requests, recommendations or other feedback) provided by the Licensee and its Authorized Users of the Software and shall treat such feedback as Confidential Information of Siemens in accordance with the obligations set forth herein. Licensee further agrees to ensure that it obtains such rights to Feedback from the Authorized Users and to provide Siemens all reasonable assistance necessary to perfect any intellectual property rights resulting from any feedback.

**4.9 Relationship of the Parties.** For all purposes, Licensor and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. Neither party is, nor will either party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other party.



## **Exhibit A to Software License/Warranty Addendum**

### **Siemens Smart Infrastructure ("Siemens SI") Product Specific Terms**

The standard terms and conditions that govern the license of software furnished by Siemens, including Siemens SI software, to Licensee are set forth in a standalone license agreement or a license addendum to a sales agreement for products and services agreed to by the parties (referred to herein as the "Agreement").

#### **I. Siemens SI Software Specific Terms**

The following product specific terms and conditions are specific to Siemens SI software that is deliverable under the Agreement ("Siemens SI Software Specific Terms"): Licensee agrees to take delivery of such Siemens SI software subject to (i) any applicable Siemens SI end-user license agreement (EULA) and third party license (including any OSS license) accompanying such Siemens SI software, or (ii) if no EULA or third party license accompanies such Siemens SI software, the EULA posted at [www.usa.siemens.com/btcpseula](http://www.usa.siemens.com/btcpseula) (Siemens SI's EULA web site) for such Siemens SI software. Notwithstanding the foregoing, in the event of any inconsistency between the terms of the Agreement and the EULA for such Siemens SI software, the terms of the Agreement shall govern over the EULA except for the use and metric restrictions set forth in the EULA for such Siemens SI software shall take precedence and supersede the terms of the Agreement. The Licensee may state an objection to any terms of an applicable EULA prior to issuance of a purchase order or execution of an applicable SOW for such Siemens SI software; however, for such objection to stand it shall be subject to Siemens' written acceptance of the same.

#### **II. Siemens SI BACnet Field Panel Web Server Solution Specific Terms**

The product specific terms and conditions set for in this section are specific to Siemens SI's BACnet Field Panel Web Server Solution Software and not to any other software offered by Siemens. These terms are additional to the terms in the Agreement and the Siemens SI Software Specific Terms. To the extent that these terms are in conflict with the terms of the Agreement or the Siemens SI Software Specific Terms, these terms will take precedence and supersede the terms of the Agreement and the Siemens SI Software Specific Terms with respect to Siemens SI's Field Panel Web Server Solution Software.

Software as defined in the Agreement and with respect to this Section shall mean Siemens SI's Field Panel Web Server Solution Software, which includes Siemens SI's BACnet Field Panel Web Client Application (also referenced in related Documentation as "Field Panel Web UI"), Field Panel Web Server Software (also referenced in related Documentation as "BACnet Field Panel Web Server" and "Field Panel Web Server), Data Exchange Protocol and Data Exchange Software in any release of the foregoing.

The Software is provided as embedded software in a Siemens SI field panel controller ("Field Panel") having a part number prefix PXC00-\*, PXC100-\*, PXC36-\*, TC1000-\* or TC36-\* ( where "\*" denotes remaining part number variations)

The Software may only be accessed by Licensee via the BACnet Field Panel Web Client Application that may be uploaded to a single computer.

## **SIEMENS STANDARD TERMS AND CONDITIONS - Exhibit 3 to Schedule A**

### **Service Agreements**

#### **STANDARD TERMS ADDENDUM**

##### **Service Agreements**

##### **Exclusions and Clarifications:**

Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to battery replacement and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (e) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (f) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.