

APPENDIX “F”

SCADA SCOPE OF SUPPLY & COST ALLOWANCE

FOR

TRAVIS FIELD WATER RECLAMATION FACILITY



EVENT NUMBER: 7169
CIP NUMBER: SW-524-10

CHATHAM COUNTY, GEORGIA

J-26963.00



Emerson
Power & Water Solutions, Inc.
200 Beta Drive
Pittsburgh, PA 15238

July 1, 2019

City of Savannah
PO Box 1027
Savannah, GA 31402

Attention: Charles Tessmer

Subject: City of Savannah - Travis Field WWTP SCADA Project - Emerson Allowance
Emerson Process Management Power & Water Solutions, Inc.
Offer No. WAS011360-DM20190213

Dear Mr. Tessmer,

Emerson Process Management Power & Water Solutions, Inc. part of the Emerson Automation Solutions family of business units (Emerson), is pleased to submit this offer to the City of Savannah for the Travis Field WWTP SCADA Project. This offer consists of the contents of this letter (including Term & Conditions attachments) and any reference made herein.

Thank you for the opportunity to submit this offer. Should you have any questions or require additional information, please feel free to contact your local representative, Robert W. Bender at 678-427-7418., or me at (412) 963-4202.

Sincerely,

Diego Mora | Robert W. Bender

Proposal Specialist / Account Executive
Emerson Automation Solutions
Power & Water Solutions, Inc.

Attachments: Commercial Description
Terms and Conditions of Sale Form B (01 08)

Scope of Work

Emerson will supply following products and services based on the Thomas & Hutton - Travis Field P&ID Drawings (11-114 revised and distributed 5/28/19, Electrical Drawings (E0.1 – E15.0) and post Pre-Bid Meeting discussions with the City of Savannah on 5/29/19:

Hardware

- Three (3) new fully configured, assembled and tested ControlWave Micro RTU panels and enclosures for the Headworks (LCP-HW), MCCR (LCP-MCCR) and Belt Filter Press (LCP-BFP) locations.
- Additional I/O will be added as necessary to the existing ControlWave Micro RTU at the Influent Pump Station (RTU – IPS) to accommodate the new VFDs and field instrumentation.

Control Logic

- The control logic as defined in the P&IDs will be implemented in each RTU as no additional control narratives were provided

Graphics

- Emerson will develop, implement and test fifteen (15) graphic displays and twenty (20) pop-up windows using Emerson's standard symbol library, and integrate each into the existing City of Savannah OpenEnterprise HMI

Trends

- Ten (10) trends screens will be provided

Reports

- Reports will be in Display form as well as in Excel using the report scheduler on scada-2 against the historical on the new Travis system. They will use the OE Report program

The following services are going to be provided as part of this effort:

- Project Management
- Hardware & Software submittals
- As-built drawings
- Loop Drawings
- O&M manuals
- RTU programming
- HMI Programming
- Factory system test
- Field training (Non-specified) – 3 days Operator, 3 days Supervisor

Bill of Material

Hardware

- (1) **LCP-HW** -- *ControlWave Micro RTU enclosure & panel assembly*
 - (1) Enclosure, NEMA 4X Stainless 316 with White Powder Coating dimensions approx. 60”h x 24”w x 18”d
 - AC Power Distribution Assembly, Includes Surge Protector, Circuit Breaker, Fuses, & Distribution Blocks
 - DC Power Distribution Assembly, Includes Fuses & Distribution Blocks
 - (1) CW Micro 8-Slot Chassis
 - (1) CW Micro 8-Slot Exp. Chassis
 - (1) CW Micro CPU, 1-Ethernet, 2-RS232, 1-RS485 Ports
 - (1) CW Micro 12-24V System Controller
 - (4) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 16 DI, Isolated, with LEDs.
 - (3) CW Micro I/O module w/ Remote Term. Blocks, with 6A RELAY (NOT Fused) - 16 DO, 5A Open Source, with LEDs.
 - (2) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 8 AI, Isolated, 1-5 V or 4-20 mA.
 - (3) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 4 AO, Isolated, 1-5 V or 4-20 mA.
 - (1) Power Supply (Phoenix Contact 2866763); 1-phase input, 24Vdc @ 10A output
 - (1) DC-UPS (Phoenix Contact 2320225); 24 Vdc input, 24Vdc @ 10A output
 - (1) 24Vdc-12Ah battery backup, (Phoenix Contact 2320322)

- (1) **LCP-MCCR** -- *ControlWave Micro RTU enclosure & panel assembly*
 - (1) Enclosure, NEMA 12 steel, dimensions approx. 60”h x 44”w
 - AC Power Distribution Assembly, Includes Surge Protector, Circuit Breaker, Fuses, & Distribution Blocks
 - DC Power Distribution Assembly, Includes Fuses & Distribution Blocks
 - (2) CW Micro 8-Slot Chassis
 - (1) CW Micro 8-Slot Exp. Chassis
 - (1) CW Micro CPU, 1-Ethernet, 2-RS232, 1-RS485 Ports
 - (1) CW Micro Distributed I/O Expansion CPU
 - (2) CW Micro 12-24V System Controller
 - (6) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 16 DI, Isolated, with LEDs.
 - (3) CW Micro I/O module w/ Remote Term. Blocks, with 6A RELAY (NOT Fused) - 16 DO, 5A Open Source, with LEDs.
 - (3) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 8 AI, Isolated, 1-5 V or 4-20 mA.
 - (5) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 4 AO, Isolated, 1-5 V or 4-20 mA.
 - (1) Power Supply (Phoenix Contact 2866763); 1-phase input, 24Vdc @ 10A output
 - (1) DC-UPS (Phoenix Contact 2320225); 24 Vdc input, 24Vdc @ 10A output
 - (1) 24Vdc-12Ah battery backup, (Phoenix Contact 2320322)

- (1) **LCP-BFP** -- *ControlWave Micro RTU enclosure & panel assembly*
 - (1) Enclosure, NEMA 4X Stainless 316 with White Powder Coating dimensions approx. 36”h x 30”w x 12”d
 - AC Power Distribution Assembly, Includes Surge Protector, Circuit Breaker, Fuses, & Distribution Blocks
 - DC Power Distribution Assembly, Includes Fuses & Distribution Blocks
 - (1) CW Micro 8-Slot Chassis
 - (1) CW Micro CPU, 1-Ethernet, 2-RS232, 1-RS485 Ports
 - (2) CW Micro 12-24V System Controller
 - (3) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 16 DI, Isolated, with LEDs.
 - (1) Power Supply (Phoenix Contact 2866763); 1-phase input, 24Vdc @ 10A output
 - (1) DC-UPS (Phoenix Contact 2320225); 24 Vdc input, 24Vdc @ 10A output
 - (1) 24Vdc-12Ah battery backup, (Phoenix Contact 2320322)

- *Items shipped loose*
 - (1) CW Micro I/O module w/ Remote Term. Blocks, with Fuses - 8 AI, Isolated, 1-5 V or 4-20 mA.

Software Licenses

- (1) OpenBSI Utilities CD
- (1) USB Dongle
- (1) ControlWave Designer with ACCOL III
- (1) OpenEnterprise SCADA Server v3.3
- (1) Historical Database
- (1) OPC Client RDI
- (1) Reporting Suite
- (2) OpenEnterprise Operator Workstation License
-

*****The first year of software support is included in the purchase price for the above software licenses. Renewal to this software support begins at first year anniversary*****

Clarifications

- Emerson will not be providing any field instrumentation for this project.
- Third party equipment suppliers shall contact Emerson for information and guidelines on system interfacing.

General Clarifications and Exclusions

- A. Materials not included:
- Any wire or cable (power, fiber optic, patch cables, signal, communications, grounding or other), conduit, junction boxes, and/or other material and hardware pertaining to the installation of equipment, including but not limited to, ground wires, ground lugs, ground rods, wire labels, wire lugs and/or connectors, except as indicated in this proposal.
 - Any mounting, fastening and support hardware and materials (such as nuts, bolts, washers, unistrut, channels, antenna mounting hardware, cable hanging kits, etc.), custom installation hardware, special brackets and U-bolts/V-bolts, lightning rods, antenna towers, poles, and masts of any kind, mounting stands, pipe stands, etc. for instruments and/or other equipment, and concrete bases that may be required to mount panels, instruments and/or other equipment unless otherwise indicated in this proposal.
 - Except for the materials and services specifically defined in Emerson's bill of material, all materials and services are excluded from Emerson's scope of supply.
- B. Services
- Emerson's scope is exclusive of any interdisciplinary site coordination for all scheduling and planning of site activities as well as third party material and services scope related RFI resolution.
 - Services as part of this proposal are to be provided during normal business hours (8:00 AM to 5:00 PM Monday through Friday Holidays Excluded).
 - All physical installation and electrical installation (including but not limited to moving, mounting and fastening of equipment, signal wiring and terminations, communication wiring and terminations, power wiring and terminations, and ground wiring and terminations), will be by others unless otherwise indicated herein.
 - Field support schedule is subject to availability of field resources. Project schedule will be as mutually agreed.
- C. Others
- Power and signal wiring and grounding of all equipment supplied hereunder must be completed in full accordance with the manufacturer's requirements and in compliance with applicable specifications, codes standards, including but not limited to, NEC.
 - Duties and taxes are excluded from Emerson's offer.
 - Bonds, fees and licenses are not included in our offer.
 - Emerson's warranty liability will not be extended due to failure by others to complete the designated work in a timely fashion.
 - Start-up and operational testing services will require personnel to use services equipment such as hand tools, test equipment, etc. This will, in certain instances, involve removing wires from terminals to perform loop checkout, testing and calibration. In no circumstance will Emerson accept any responsibility for additional cost incurred by the use of union personnel as a result of jurisdictional labor requirements due to service personnel start-up activity on this project. Union fees and Union Labor are not included.
 - All on site shipments, receiving, handling, safe storage and local transportation will be by others.
 - Emerson's standard warranty, as defined in its standard terms and conditions, shall apply.
- D. Ordering
- Our ControlWave Storefront customer service will accept, and process purchase orders for these items. If you would like to place an order for the items listed in this offer, address them as follows and email your purchase order referencing the offer and its terms to PWS.WAS_Storefront@Emerson.com

Emerson Process Management
Power & Water Solutions Inc.
Attn: Water Group
200 Beta Drive | Pittsburgh | PA 15238

Commercial Description for the City of Savannah - Travis Field WWTP SCADA Project

This document defines the commercial basis under which Emerson makes this offer to the City of Savannah for the Travis Field WWTP SCADA Project.

Terms and Conditions	This offer expressly limits acceptance to the terms of this offer including the terms and conditions set forth in the attached Emerson Process Management Terms & Conditions of Sale Form B (01 08) and Software Licensing Agreement, as included with this offer.
Pricing	The price as offered is \$XXX exclusive of applicable taxes. <i>Taxes are not included in our offer, however all taxes will be applied when invoicing if applicable</i>
Warranty	The terms of the warranty are defined in the attached Terms and Conditions of Sale Form B.
Delivery	Emerson will deliver the offered system based upon a mutually agreed delivery schedule. If, after the project has started, the customer requests a delay in delivery, installation, or acceptance testing of any of the products or services purchased under this offer, then Emerson reserves the right to invoice for payment for all goods and services provided to date, and close out the project. Upon Emerson's request, the customer will issue a new purchase order for any remaining scope of supply using the previously offered pricing.
Terms of Payment	Emerson Process Management would like to work with you in developing a mutually agreeable milestone payment schedule. A typical payment schedule is shown below. Invoices will be issued for each of the following deliverable line items with payment due Net 30 days from the date of the invoice. The amount of each invoice shall be calculated by applying the percentages (%) shown below against the total Purchase Order price including any changes. 10% Upon Contract Award 20% Upon Initial Hardware Submittal 45% Upon Hardware Complete on Test Floor 20% Upon System Shipment (on pro rata basis) 5% Upon completion of start-up and customer acceptance (but in any event not later than 90 days after last major product shipment)
Bid Validity	This offer shall remain valid for ninety (90) days from the date of this letter, unless otherwise extended, modified, or withdrawn in writing by Emerson. The return of a purchase order acceptable to Emerson during such validity period will be sufficient to form an agreement based exclusively on the terms and conditions of this offer.
Proprietary and Confidential Information	This offer and any subsequent communications relative to this offer are considered to be proprietary and confidential information of Emerson. Accordingly, such proprietary and confidential information shall not be published, used, reproduced, transmitted, or disclosed to others outside your organization without prior written consent by Emerson.

TERMS AND CONDITIONS OF SALE

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference herein, binds seller (i.e. Fisher Controls International LLC, Rosemount Inc., Fisher-Rosemount Systems Inc., or other Emerson Process Management Group Company) hereinafter the Seller, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 10) firmware incorporated therein.

1. PRICES: Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

2. DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION: All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Acceptance of all orders placed by Buyer pursuant to this Agreement shall take place exclusively in Austin, Texas. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller.

3. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

4. TERMINATION AND SUSPENSION BY BUYER: Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension.

5. LIMITED WARRANTY: Subject to the limitations contained in Section 6 herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.

7. PATENTS: Subject to the limitations contained in Section 6, Seller shall defend any suits brought against Buyer based on a claim that use of the Goods manufactured by Seller constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer: promptly notifies Seller in writing of the filing of such suit or the threat thereof; permits Seller to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Seller for the defense of such suit. In the event that only the Goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller shall not be liable for infringement, and that Buyer shall fully indemnify Seller therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by Seller or in a manner for which the Goods were not designed by the Seller or if the Goods were not designed by the Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

8. TAXES: Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

9. TERMS OF PAYMENT: Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

10. SOFTWARE AND FIRMWARE: Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

11. BUYER SUPPLIED DATA: To the extent that Seller has relied upon any data or information supplied by Buyer to Seller ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

12. EXPORT/IMPORT: Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied.

GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two [2] years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Missouri. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Goods involved in such actions were manufactured. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement (i) Seller specifically objects to the application of any Federal Acquisition Regulation ("FAR") or other governmental procurement provision or clause to the Agreement. (j) The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty, shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under this Agreement or any agreement into which it is incorporated by reference. (k) Seller does not agree to: (i) indemnify Buyer; or (ii) name Buyer as an additional insured.

REMOTE AUTOMATION SOLUTIONS SOFTWARE LICENSE AGREEMENT

LICENSE REQUIREMENTS - READ CAREFULLY

BY OPENING THIS PACKAGE AND INSTALLING OR USING THIS PRODUCT, YOU AGREE TO ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD PROMPTLY RETURN THE PRODUCT TO REMOTE AUTOMATION SOLUTIONS WITHIN 30 DAYS OF RECEIPT, OR THIS SOFTWARE LICENSE AGREEMENT ("Agreement") SHALL BE CONSIDERED ACCEPTED BY YOU IN FULL. Remote Automation Solutions (RAS) provides this computer software program (the "Program") for your use. You assume responsibility for the acquisition of a computer and associated equipment compatible with the Program, and for installation, use, and results obtained from the Program.

RAS grants to you a non-exclusive license, provided the license was purchased by you or your company, to: (a) use the Program on a single computer; (b) copy the Program solely for backup purposes in support of the Program on the single computer; (c) transfer the Program and this Agreement to another party, provided the receiving party agrees to be bound by the terms and conditions of this Agreement, and provided you do not retain any copies of the Program. The Program is protected by U.S. Copyright Law. You must reproduce and include the copyright notice on any copy. YOU MAY NOT REVERSE ENGINEER, USE, COPY OR MODIFY ANY PROGRAM OR RELATED MATERIALS OR ANY COPY OR MODIFICATION, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS LICENSE. IF YOU TRANSFER POSSESSION OF ANY COPY OR MODIFICATION OF THE PROGRAM OR RELATED MATERIALS TO ANOTHER PARTY, YOUR LICENSE IS AUTOMATICALLY TERMINATED. No license, express or implied, is granted under any intellectual property directly or indirectly owned by RAS which does not specifically read on the Program as provided hereunder, nor shall any license, except the license specifically granted herein, be implied in law, implied in equity, or exist under the doctrine of patent exhaustion.

TITLE: Title to and ownership of the Program and related materials shall at all times remain with RAS or its licensors. Your right to use the same is at all times subject to the terms and condition of this Agreement. RAS may, from time to time, revise or update the Program and/or related materials and, in so doing, incurs no obligation to furnish such revisions or updates to you.

TERM: You may terminate this license at any time by destroying the Program and the related materials together with all copies and modifications in any form. This license will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the Program and the related materials together with all copies and modifications in any form.

LIMITED WARRANTY: RAS warrants the media on which the Program is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your invoice. However, RAS does not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be uninterrupted or error free. THE PROGRAM AND RELATED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

LIMITATIONS OF REMEDIES: RAS's entire liability and your exclusive remedy shall be: (1) the replacement of any media not meeting RAS's "Limited Warranty" and which is returned with a copy of your invoice to Remote Automation Solutions, 1100 Buckingham Street, Watertown, CT 06795, or (2) if RAS is unable to deliver a replacement media which is free of defects in materials or workmanship, you may terminate this Agreement by returning the Program and your money will be refunded, if applicable. IN NO EVENT WILL RAS BE LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF ANY CAUSES WHATSOEVER (WHETHER SUCH CAUSES BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, PATENT INFRINGEMENT, OR OTHERWISE), INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PROGRAM EVEN IF RAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR OF ANY CLAIM BY ANY OTHER PARTY.

GOVERNING LAW: This Agreement, and all matters concerning its construction, interpretation, performance or validity, shall be governed by the laws of the State of Missouri, excluding its conflict laws.

EXPORT RESTRICTIONS: Licensee shall comply fully with all laws, regulations, decrees and orders of the United States of America that restrict or prohibit the exportation (or re-exportation) of technical data and/or the direct product of it to other countries, including, without limitation, the U.S. Export Administration Regulations.

U.S. GOVERNMENT RIGHTS: The Program and related materials are provided with "RESTRICTED RIGHTS". Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in the Federal Acquisition Regulations and its Supplements.

GENERAL: You may not sublicense the license or the Program and related materials without the prior written consent of RAS. Any attempt otherwise to sublicense any of the rights, duties, or obligations hereunder without such consent is void.

THE PROGRAM IS NOT FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS. You accept the Program with the foregoing understanding and agree to indemnify and hold harmless RAS from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that RAS's liability is based on negligence or strict liability.

To the extent that a third party owns and has licensed to RAS any portion of the Program, such third party owner shall be a beneficiary of this Agreement, and shall have the right to enforce its rights under this Agreement independently of RAS.

Should you have any question concerning this Agreement, please contact your RAS representative or sales office.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.