

SERVICE PROPOSAL

- 9 East 71st street
- New York, New York 10021
- Attn: Rich Barnet

No.: 1101051B

Date: January 28, 2011

Limiting Date: 30 Days

Project

The upgrade the existing building automation system to a web-based system.

Proposal

Siemens Building Technologies will provide Apogee GO software. Apogee Go will be installed on the existing a Dell sever and the following items

- 1) Apogee GO Base Software
- 2) Apogee GO 2 user license
- 3) Siemens installation/start up

9 East 71st will provide network drop at the sever.

Investment: \$7,498.00 (Seven Thousand Four Hundred Ninety Eight Dollars)

Wiring by Siemens Wiring by others No wiring required

Terms of Payment: Monthly Progress Payments

- No Retainage
- _____% in Advance

Net 30 From Invoice

*The Terms and Conditions of Sale shown on reverse are a part hereof
We do not include Consequential and Indirect Damages*

Proposal Accepted:
Siemens Industry, Inc. is authorized to proceed with
the work as proposed.

Proposal Submitted:
Siemens Industry, Inc.

Purchaser _____
By _____
Title _____
Date _____

By Bradley Rickert
Title Sr. Service Sales Engineer
Date January 28, 2011



(Service Sales)

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK** This proposal is based upon straight time labor and excludes all plastering, patching and painting. Any request by the Purchaser for overtime work shall be considered an extra. In line devices such as valves, dampers, humidifiers, immersion wells (separable sockets), pressure taps, liquid flow switches, orifice plates, orifice flanges, etc., which may be furnished hereunder shall be distributed and installed by others under Landis & Staefa, Inc. (hereinafter called "Seller") supervision and at no additional cost to Seller. Purchaser agrees to provide Seller with required field utilities (electricity, toilets, drinking water, project hoist and elevator service, etc.) Seller agrees at all times to keep the job site clean of debris arising out of its own operations, and Purchaser shall in no event backcharge Seller for Purchaser's cleanup costs without Seller's written consent.
2. **REMITTANCES** All invoices shall be due and payable in United States currency, free of exchange, collection, or any other charges, upon receipt or as otherwise agreed upon and set forth in writing by Seller. The Purchaser, if so requested agrees to furnish Seller with all information including financial statements, necessary to make proper credit appraisal. Refusal to supply such information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
3. **PAYMENTS** Seller reserves the right to render invoices from time to time as the work progresses, which shall be due and payable as provided in the paragraph entitled "Remittance". If the Purchaser becomes overdue in any progress payment, including retention, Seller shall be entitled to suspend work, entitled to interest at the annual rate of 18% or the maximum rate permitted by the laws of the State of Illinois, and/or avail itself of other legal remedies.
4. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Seller, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Seller shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and cost of a reasonably available substitute therefor.
5. **MATERIALS** Seller will immediately undertake to purchase the materials required by the contract and will suitable insure and store the materials on the job site or at other storage facilities. Purchaser agrees to pay for said materials when delivered to the job site or other storage facilities and to pay for the cost of insurance and the cost of storage for said materials.
6. **WARRANTY** Seller warrants that the equipment furnished by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Seller for a period of one (1) year from installation. For equipment installed by Seller, if Purchaser provides written notice to Seller of any such defect within thirty (30) days after the appearance or discovery of such defect, Seller shall, at its option, promptly repair or replace the defective equipment. For equipment not installed by Seller, if Purchaser returns the defective equipment to Seller within thirty (30) days after appearance or discovery of such defect, Seller shall, at its option, promptly repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Purchaser. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
7. **PURCHASER'S REMEDIES** The Purchaser's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.
8. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf or on behalf of the Purchaser or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Purchaser.
9. **LOSS, DAMAGE OR DELAYS** Seller shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL SELLER BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES, but this sentence shall not relieve Seller of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of Seller in performance or failure of performance of its obligations under this agreement.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.
11. **PATENT INFRINGEMENT** Seller will hold its Purchaser and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Purchaser and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Purchaser and Seller when accepted in writing by the Purchaser. Such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.

No waiver, alteration or modification of the terms and conditions on this and the face side hereof shall be binding unless in writing and signed by an authorized representative of Seller.
13. **ATTORNEYS' FEES** Purchaser agrees that he will pay and reimburse Seller for any and all reasonable attorneys' fees which are incurred by Seller in the collection of amounts due and payable hereunder.
14. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work only upon agreement to pay Seller's adjustment charge.

APOGEE GO for Insight

Description

APOGEE GO[®] for Insight allows users control and access to Insight information via the intranet or Internet using standard Web browsers. APOGEE GO for Insight, based on Microsoft.NET[®] framework, uses Microsoft's Internet Information Server (IIS) software and Active Server Page (ASP).

Features of APOGEE GO for Insight are:

- Graphic Display
- Alarm Display and Acknowledgement
- Point Commanding
- Scheduling
- Point Detail Information
- Report Viewing

APOGEE GO for Insight

- Uses existing Insight access and user privileges account information with the Alarm Status, Graphics, Point Commander, Point Details, Report Builder, and Scheduler applications.
- Requires Insight 3.6 or later, Windows[®] Server 2003/2000 (with latest security patches) and Microsoft[®] IIS version 5.0 or 6.0.
- Available in three user license selections providing concurrent access to the Insight Web Server: 2, 20, and unlimited user licenses.

Security

Users are granted access to Insight workstation information based on their Insight user access and privilege rights.

If users do not have view access to particular point information or access to a function such as commanding, that point and/or function will not be visible to them via the APOGEE GO interface.

Users log on to APOGEE GO via the Web browser using their Insight user name and password. All Windows authentication levels are supported. Users may log off when they are done, or automatically logged off after a given period of system inactivity.

APOGEE GO supports Secure Sockets Layer (SSL) technology for Internet and Intranet connections to ensure secure transmission of data.

Alarm Display

The alarm page displays a list of current Insight alarms. (See Figure 1.)

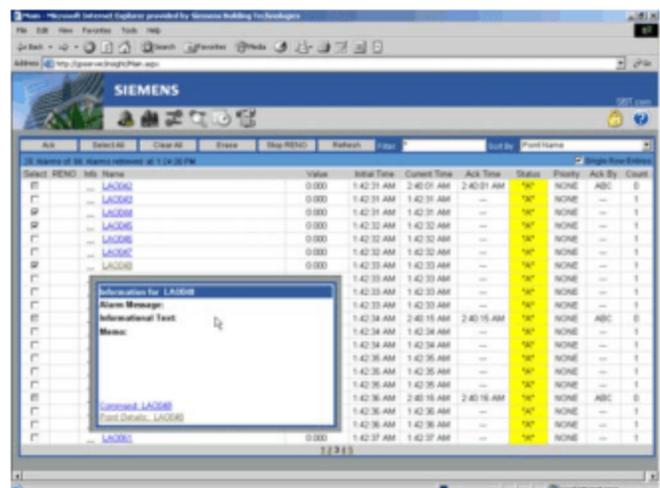


Figure 1. APOGEE GO Alarm Display.

Users can view any alarm message, Informational text, and Point Memo associated with the alarm. A link to Point Details is also available. A refresh button updates the alarm display page with the latest alarms and status.

Alarms may be acknowledged and erased via the browser interface. Acknowledgements and alarm erases are written to the Insight System Activity Log.

Graphics

The Insight software automatically converts graphics for viewing via the APOGEE GO Web browser. Graphic pages are selected using the Object Selector application, which provides a list of all available graphics to the user. Users can also link to other graphic pages via existing Insight graphic link definitions as well as to the Point Commander for any point on the graphic. Graphic displays update dynamically with the latest point values. (See Figure 2.)

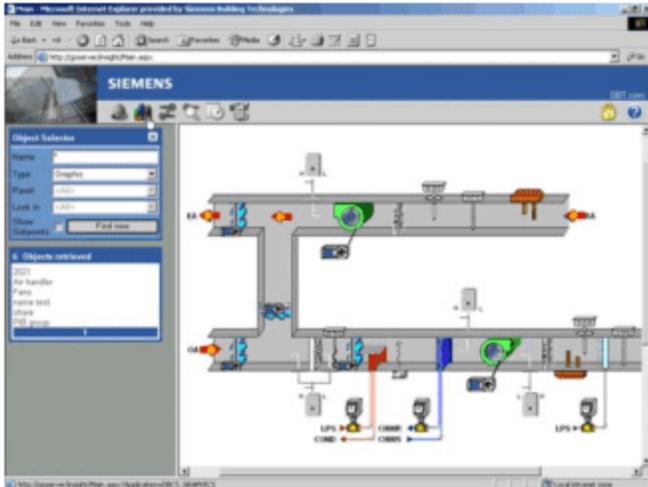


Figure 2. Graphic Display.

Point Commanding

The Web browser interface for the Point Commander is similar to the Insight Commander application. (See Figure 3.) Only the points accessible to users based on their Insight account rights are available for commanding. Commands initiated via APOGEE GO are written to the Insight System Activity Log.

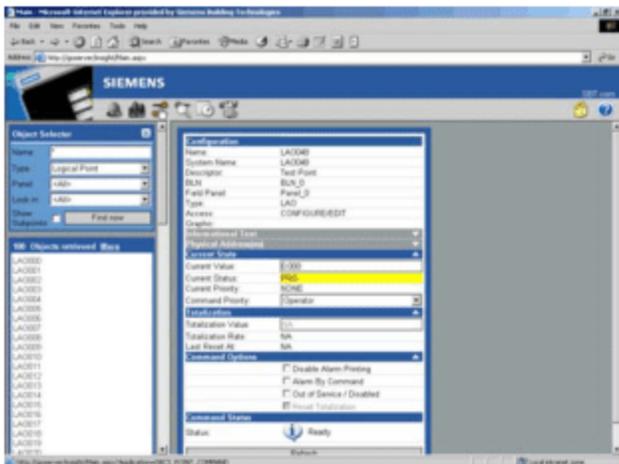


Figure 3. Point Commander Page.

Scheduling

Schedules are displayed in a graphical daily view, which allows the user to easily navigate among different dates. Users can schedule equipment, events, zones, and trend collections. They can also create, modify, override, or delete schedules. Filtering can be applied to display schedules by type, name, start time, frequency, and access level. (See Figure 4.)

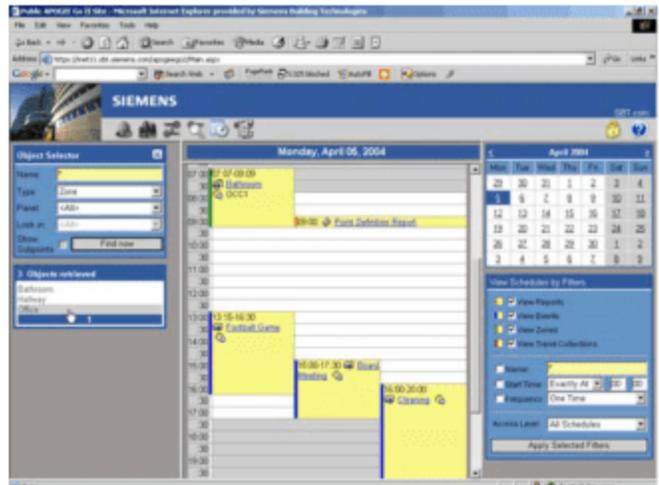


Figure 4. Scheduling Display.

Report Viewing

Users can display any reports on the Web browser screen that have been defined at the Insight database server. Once a report is run within the browser, the user can also print it at the client. (See Figure 5.)

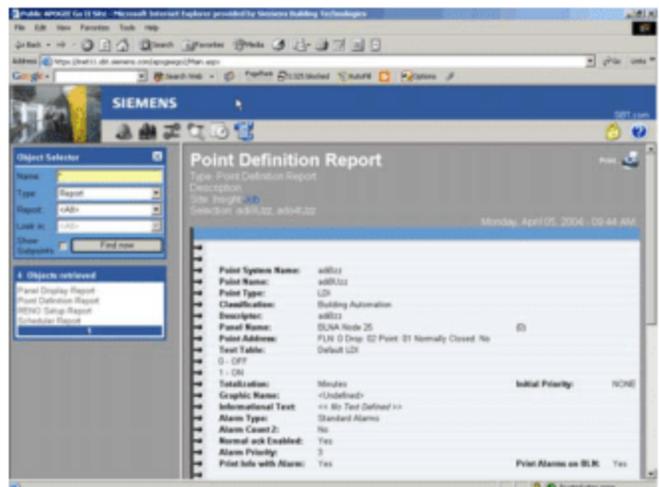


Figure 5. Reporting Output Page.

Point Details

Point Details displays information including point address, alarm characteristic details, and current value information. (See Figure 6.) The Point Detail page

allows users to select points using the Insight Object Selector application. Only points accessible to a user based on their access and privilege rights are displayed.

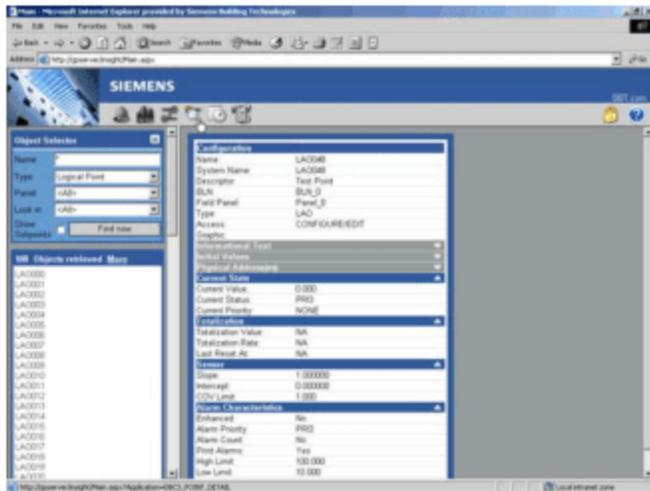


Figure 6. Point Details Page.

How APOGEE GO for Insight Works

APOGEE GO for Insight consists of three components that allow users to interact with Insight applications via a Web browser: (See Figure 7 for the general workflow.)

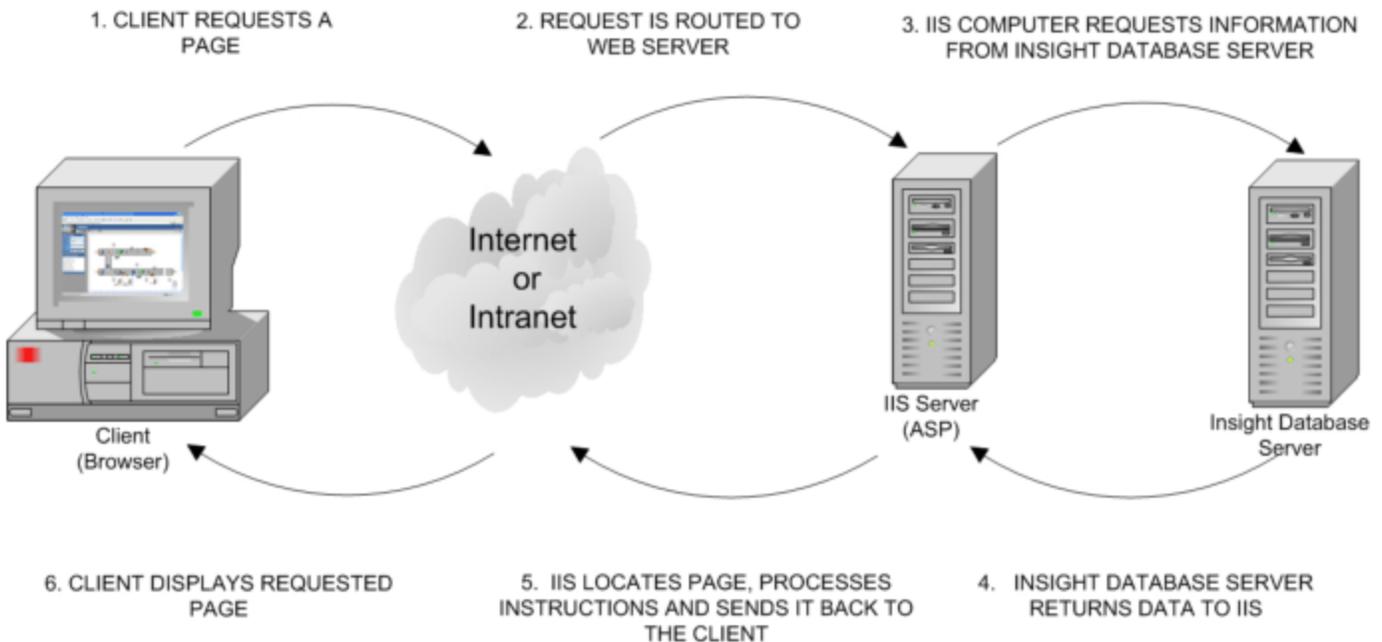


Figure 7. APOGEE GO request process.

Connection Options

Figure 8 shows several ways for Web browsers to connect to the APOGEE GO site, which is running on the IIS computer. Web browsers can run on a computer with either:

- A direct Ethernet™ connection to an Intranet (See point 1.)
- An Internet Service provider (ISP) connection to the Internet (See point 2.)
- A Remote Access Service (RAS) connection to an Intranet (See point 3.)

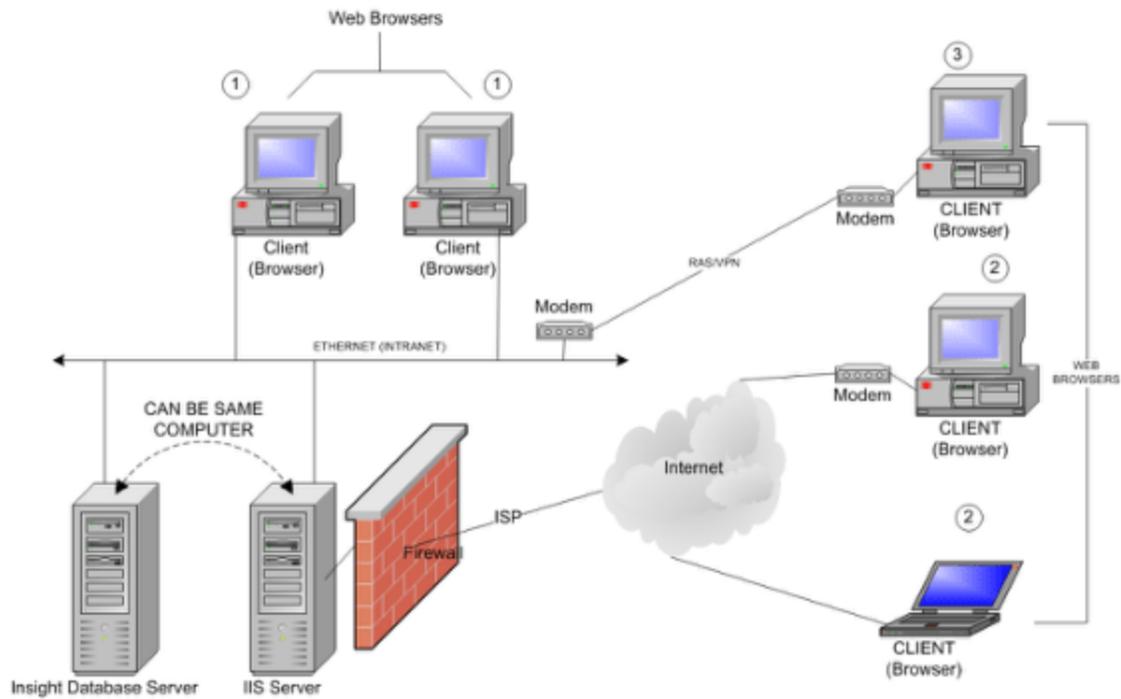


Figure 8. APOGEE GO connections options.

Specifications

Operating System environment	Windows Server 2003 (Standard or Enterprise), or Windows 2000 (Server, Advanced Server, or Datacenter Server). Microsoft .NET Framework, ASP.NET Windows component, and Network COM+ Access.
Internet Information Server (IIS)	Microsoft IIS 5.0 or IIS 6.0. 1.7 GHz processor, 1 GB RAM, 1 GB free disk space for publishing reports, and Network Interface Card (NIC).
Insight Database Server	Reference Insight specification sheet.
IIS and Insight Database Server on same computer	Windows 2003 Server with IIS 6.0, or Windows 2000 Server with IIS 5.0. Reference Insight specification sheet for process and RAM requirements. Add additional 256 MB RAM for IIS and Insight Database Server on the same computer. 1 GB free disk space for publishing reports.
NOTE: For this configuration, the IIS should not host any other Web sites except APOGEE GO. This is not a requirement if the IIS is installed on a separate computer.	
Web Browser	Internet Explorer 6.0 or later, Netscape 7.0 or later. MS Java Virtual Machine compatible with the browser must be installed on the same computer as the browser. Browsers capable of supporting HTML 4.0 or later and capable of running and displaying JavaScript.

Ordering Information

Description	Product Number
APOGEE GO for Insight Base Kit (Required for all APOGEE GO installations)	571-305
APOGEE GO for Insight 2 Users License	571-317
APOGEE GO for Insight 20 Users License	571-318
APOGEE GO for Insight Unlimited Users License	571-319

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