

SERVICE PROPOSAL

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

No.: 1101051C

Date: January 28, 2011

Limiting Date: 30 Days

Project

Design of a custom application for Apple IPAD

Proposal

Siemens Industry will design and install a custom interface using a Crestron Application on the IPAD and Siemens Modbus drive to push data from the existing Building Automation system to Apple IPAD.

Investment: \$34,252.00 (Thirty Four Thousand Two Hundred Fifty Two Dollars) Plus tax

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

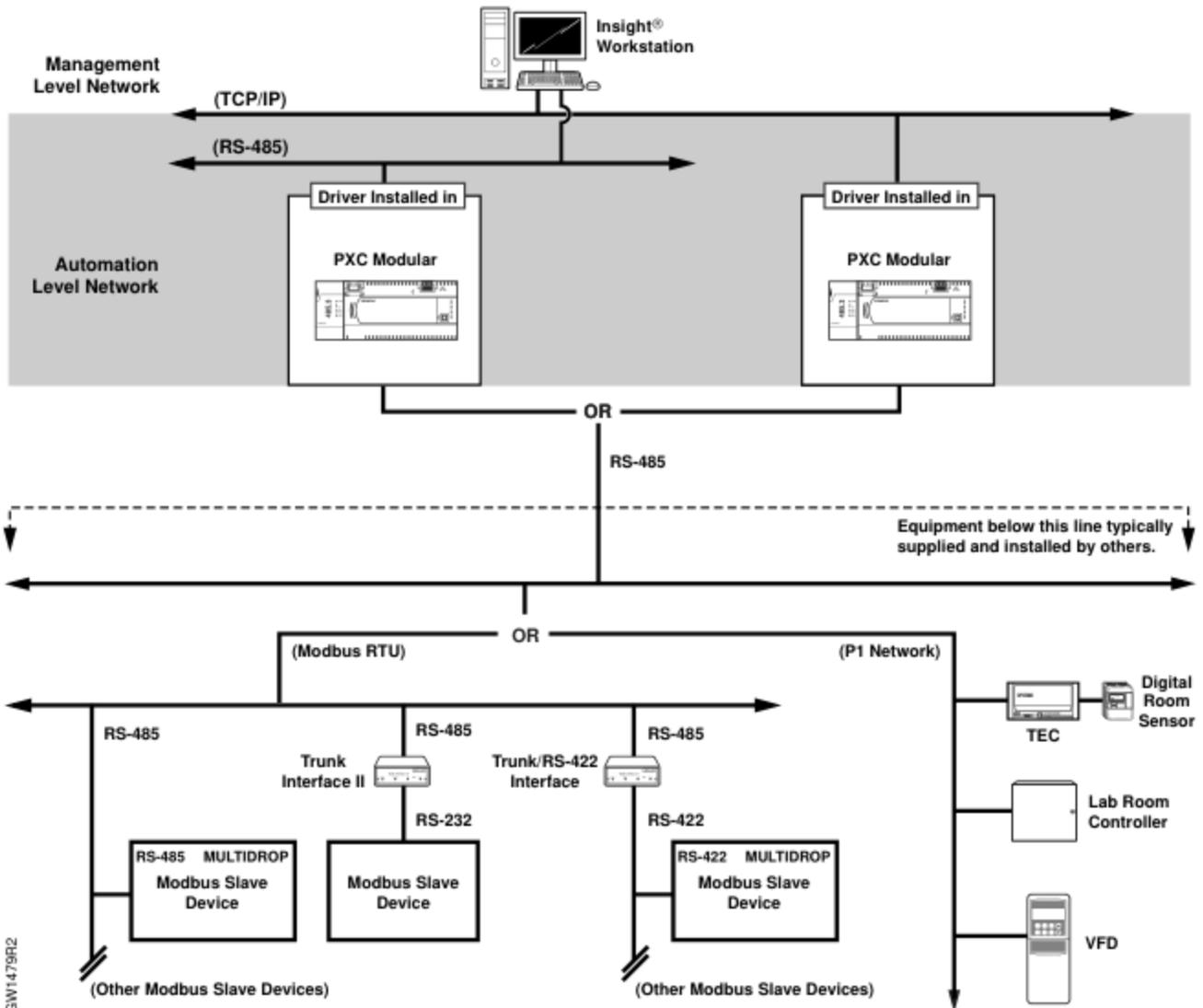
Date January 28, 2011

TERMS AND CONDITIONS OF SALE (Service Sales)

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

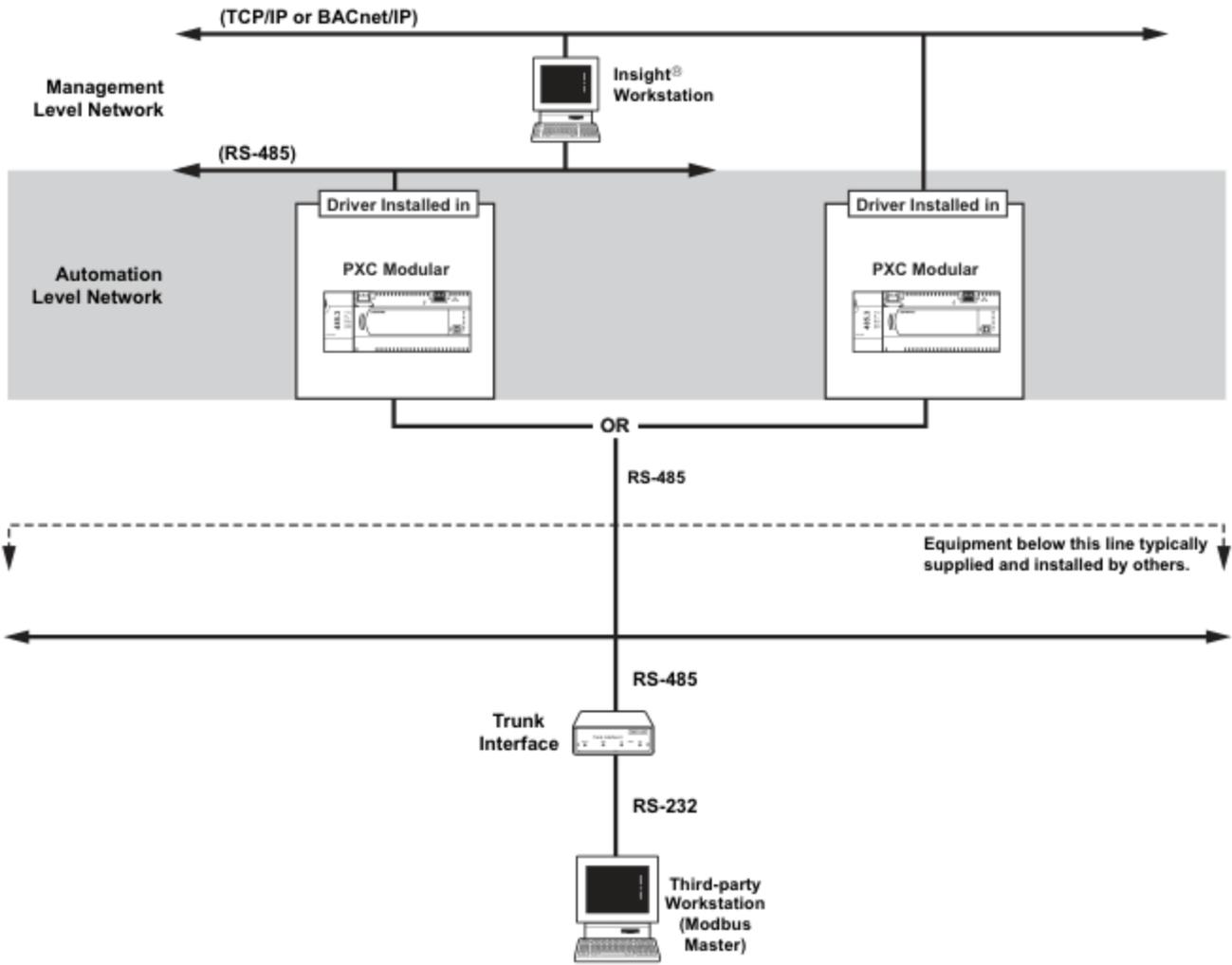
1. **SCOPE OF WORK** This proposal is based upon straight time labor and excludes all plastering, patching and painting. Any request by the Purchaser for overtime work shall be considered an extra. In line devices such as valves, dampers, humidifiers, immersion wells (separable sockets), pressure taps, 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 suitably 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.



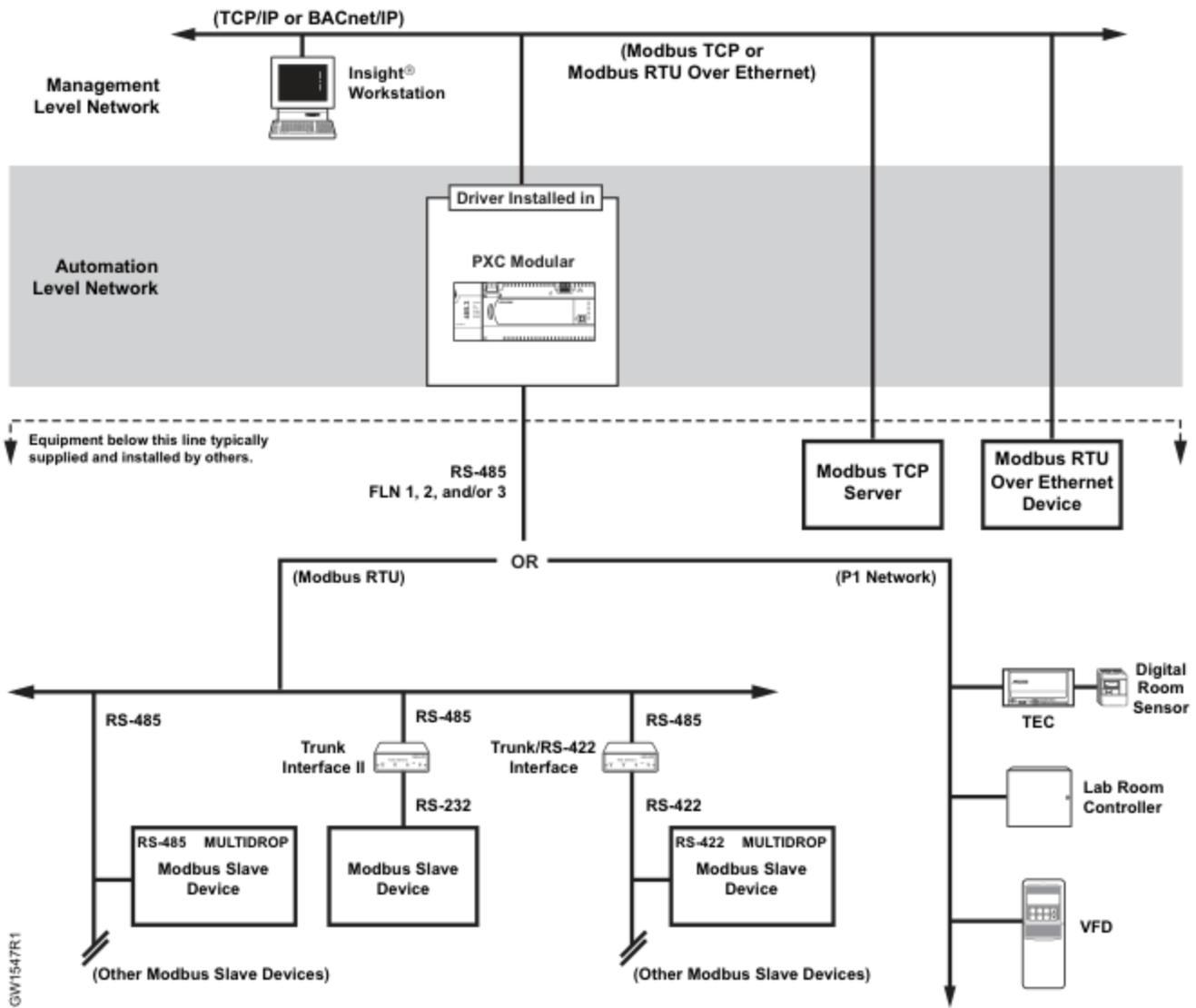
System Architecture—Modbus Master on the PXC Modular Platform (Firmware 2.x).

GW1479R2



GW1546R1

System Architecture—Modbus RTU Slave (RS-485 or Ethernet TCP/IP ALN).



System Architecture—Modbus TCP Client and Modbus RTU over Ethernet (Ethernet TCP/IP ALN).

Notes on System Architecture

The Modbus Driver provides communication between the APOGEE® Automation System and Modbus devices.

In addition, when configured in the Modbus RTU Master mode, the driver can support APOGEE P1 devices.

The Modbus Driver supports the following:

- 3 physical FLNs (1 through 3) can be used for connecting and addressing either Modbus RTU or P1 devices on RS-485 FLNs.
- 95 virtual FLNs (6 through 100) for mapping devices through an Ethernet TCP/IP ALN.
- Up to 247 device addresses per FLN.
- Maximum of 8000 points per driver.

Functionality

The Modbus Driver can be loaded into PXC Modular hardware. The driver is a microprocessor-based, multitasking platform designed for multi-system communication and control. The Modbus Driver communicates with Insight® software, other APOGEE field panels and controllers, and Modbus devices.

Through the Insight® workstation, the Modbus points can be monitored and commanded. The Modbus points integrated into the APOGEE Automation System can be accessed by system applications such as Powers Process Control Language (PPCL), scheduling, trending, and alarming.

The Modbus Driver will not affect, in any way, the operating sequence or safeties as factory programmed into Modbus devices.

Keys to Success

Ensure that all Modbus equipment to be integrated is supported by the Modbus Driver.

Benefits

Systems integration brings the powerful facility control capabilities of the APOGEE Automation System together with Modbus devices. Integrating the Modbus points allows both systems to operate as a single system providing marked advantages in the following:

- Reduced operating and training costs.
- Increased employee productivity.
- Increased diagnostic capabilities to extend equipment life.
- Improved systems information and control.
- Maximized energy savings.

Products Supported

Since Modbus is an extremely popular and well-supported protocol, many devices and control systems have Modbus available.

The Modbus Driver in Modbus RTU Master mode also supports APOGEE P1 Field Level Networks.

Ordering Information

Hardware Description	Product Number
PXC Modular, Ethernet/IP or RS-485 ALN, P1 FLN. PXX-485.3 is also required as the connection to the FLN devices.	PXC00-PE96.A
PXC Modular, BACnet/IP or MS/TP ALN, P1 or MS/TP FLN. PXX-485.3 is also required as the connection to the FLN devices.	PXC00-E96.A
PXC Modular, Ethernet/IP or RS-485 ALN, P1 FLN, self-forming TX-I/O Island Bus. PXX-485.3 is also required as the connection to the FLN devices.	PXC100-PE96.A
PXC Modular, BACnet/IP or MS/TP ALN, P1 or MS/TP FLN, self-forming TX-I/O Island Bus. PXX-485.3 is also required as the connection to the FLN devices.	PXC100-E96.A
Provides FLN support for the PXC Modular. Includes three RS-485 P1 FLN connections or one MS/TP FLN connection; maximum of 96 devices supported.	PXX-485.3

License Description	Product Number
License to enable the Modbus Driver	LSM-INT-MDBS

For more information, visit www.buildingtechnologies.usa.siemens.com.

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