

Advantage Services[®]

Agreement for 9 East 71street

1/28/2011

Siemens



This service agreement has been specifically developed to support your unique facility.

Table of Contents

1	Service Solution	2
1.1	HVAC CONTROL SERVICES – Automation	2
1.1.1	Customer Support Services	2
1.1.2	Technical Support Services	2
2	Service Implementation Plan	5
2.1	Maintained Equipment Table	6
3	Siemens Industry, Inc.	8
3.1	Signature Page and Investment By and Between:	8
3.2	Terms And Conditions	9
Appendix A.	Discounted Labor & Material Pricing	12

1 Service Solution

1.1 HVAC CONTROL SERVICES – Automation

1.1.1 Customer Support Services

Operator Coaching: Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will insure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities.

Under this agreement we shall provide (16) hours of coaching, which will be conducted on normal business days and hours, during scheduled visits.

1.1.2 Technical Support Services

Emergency Online/Phone Response. Monday through Friday, Next Business Day: 8:00AM - 5:00PM 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 the next business day, Monday through Friday, during the hours of 8:00 AM – 5:00 PM, 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 dial into your system, through a 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 Onsite Response. Monday through Friday, Next Business Day:

8:00AM - 5:00PM: Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond within the next business day, Monday through Friday, during the hours of 8:00 AM – 5:00 PM for critical emergencies or for non-emergency conditions, upon receiving notification of an emergency. Response on Holidays is excluded from this coverage. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Business Protection & Recovery Services. Through this service we help protect your HVAC Control System's vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, hard drive or controller failure, flood, physical damage, etc.). Siemens will perform scheduled database back-ups your Insight workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this proposal) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this proposal.

Automation Controls Analysis & Optimization: Automation controls can drift out of calibration with changes in mechanical component performance characteristics, building use, and climatic conditions. Through this service we will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns. Siemens will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and / or devices included under this service are identified in the List of Maintained Equipment in this proposal.

Repair & Replacement Services. To reduce the effects of unbudgeted repairs, Siemens will provide labor and / or materials to repair or replace failed or worn components to maintain your system in peak operating condition. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

Software Analysis & Optimization: Through Software Analysis & Optimization, Siemens will help ensure that the HVAC Control System is operating properly to minimize any software problems that would negatively impact system performance. We will address any programming errors, failed points, points in alarm, unresolved points or points in operator priority, both at the front end workstation and at the field panel. This will increase system efficiency, assure compliance to specified conditions, and reduce the risk of costly and disruptive system problems. We will perform this service using onsite visits and / or remote services (if applicable).

1.1.3 System Performance Updates & Upgrades

Software Updates. Through this service, you will benefit from new features and enhancements that will improve building operations, take advantage of the latest version changes, while extending the life of your APOGEE investment. Siemens will provide you with software and documentation updates to your existing APOGEE software as they become available (approximately annually). Include is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry' commitment to compatibility by design, a commitment unique in our industry. APOGEE workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

2.1 Maintained Equipment Table

SIEMENS

Siemens Industry
Service Agreement

List of Maintained Equipment

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Control Systems - Summary Level	Data Protection & Data Recovery	Insight 3.X B/U on-site	1			
Services (Times per year): Data Protection & Rec Ser (2.0)						
Insight Workstation Components	Insight Workstation Components	PC Hardware	1			
Services (Times per year): Preventative Maintenance (1.0)						
Insight Workstation Components	Insight Workstation Components	Trunk Interface/IPMDA	1			
Services (Times per year): Preventative Maintenance (1.0)						
System 600 ALN	System 600 ALN	PXC MODULAR	6			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System 600 FLN	System 600 FLN	MEC Point Block/Expansion Mod.	3			
Services (Times per year): Preventative Maintenance (1.0), R & R Labor & Material						
System 600 MLN	System 600 MLN	Apg Svr-Standalone, NT/DB	1			
Services (Times per year): R & R Labor & Material, Software Maintenance (1.0)						
System Performance Updates	Software Support and Updates	Insight 3.X Adv first/single server Update	1			
Services (Times per year): Software Update (1.0)						

Service Team

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

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:

Bradley Rickert Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

TBD Service Account Engineer or Team Leader 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.

TBD Primary Service Specialist or Service Mechanic is responsible for performing the ongoing service of your system.

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

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

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

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

3 Siemens Industry, Inc.

3.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
19 Chapin Road
Pine Brook, New Jersey 07058
Bradley Rickert
[REDACTED]

9 East 71street
9 East 71st
New York, New York 10021
Rich Barnet
[REDACTED]

Services shall be provided at 9 East 71st, New York, New York 10021.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 1/28/2011 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 4/1/2011 and from year to year thereafter.

Investments:

Year 1	4/1/2011 to 3/31/2012	\$14,604 annually	paid \$14,604 annually
Year 2	4/1/2012 to 3/31/2013	\$15,048 annually	paid \$15,048 annually
Year 3	4/1/2013 to 3/31/2014	\$15,504 annually	paid \$15,504 annually

Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:

Rich Barnet
Building Manager
9 East 71street

Proposal submitted by:

Bradley Rickert
Account Executive
Siemens Industry, Inc.

Signature Date

Signature Date

The Customer acknowledges that when approved by the Customer and accepted by SBT: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

Ajit Patel

Sales Lead

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SBT OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

Signature Date

P.O.# _____

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

3.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (Rev.10 /07)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SBT and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SBT may grant a security interest in the Agreement, assign proceeds of the Agreement, and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SBT and Customer and signed by duly authorized officers or managers of SBT and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SBT without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. The parties waive any right to a jury trial on matters arising out of this Agreement.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the initial term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SBT employee who has performed work under this or any other agreement between Customer and SBT, Customer shall pay SBT an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system comprised of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SBT may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SBT, in accordance with applicable law and the requirements of the current National Fire Protection Association ("NFPA") guidelines and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SBT harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SBT or a person authorized by it, Customer shall immediately notify SBT in writing, and SBT reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SBT

3.1 SBT shall only perform the identified Services for and upon Covered Equipment.

3.2 SBT shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SBT reasonably deems necessary; (b) notify SBT of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SBT may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. SBT will not be obligated to provide replacement Covered Equipment that represents significant capital

improvement compared to the original. Exchanged or removed components become the property of SBT, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

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

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SBT shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SBT is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SBT. SBT may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SBT are instruments of SBT work ("Instruments") and shall remain SBT property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SBT, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SBT express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SBT, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SBT, and, in addition to any other rights SBT may have, Customer shall indemnify, defend and hold SBT harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SBT, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 The Customer represents that all Equipment is in satisfactory working condition. Except as set forth below, by the later of the first forty-five (45) days of this Agreement, the first scheduled operational inspection, or the first seasonal start-up, SBT will have inspected all the Equipment. However, SBT may extend the testing and inspection period for portions of Equipment relating to Fire Alarm and Life Safety systems, provided that during the course of the year following execution of this Agreement the entire system will be tested and inspected as set forth in NFPA 72, or as otherwise may be required pursuant to the law of the applicable jurisdiction. Testing and inspection will not be deemed to be complete until all of such Equipment has been so tested and inspected. If SBT determines as a result of such inspection and/or testing that the Equipment is in need of repair or replacement, the Customer will be so notified and shall take corrective action within thirty (30) days, or such Equipment shall be automatically removed from coverage hereunder. SBT will not be liable or responsible for the continued testing, maintenance, repair, replacement or operating capabilities of any portion of the Equipment until it has been inspected and/or tested and has been, if necessary, restored to an acceptable initial condition at Customer's sole expense.

Any services provided by SBT in the course of such restoration will be separately charged, on a time and materials basis, and not included in fees paid hereunder. If individual items of Equipment cannot, in SBT's sole determination, be properly repaired or replaced due to age, obsolescence, lack of availability of refrigerant gas, halon gas, necessary parts, materials, compatibility or otherwise, or as a result of excessive wear or deterioration, SBT may, within ten (10) days of such inspection, give written notice that it is withdrawing such items from coverage under this Agreement and adjust the amounts to be paid hereunder accordingly.

3.11 If the removal of Equipment from coverage would compromise or impair the integrity or compliance with law of any Fire Alarm and Life Safety system, then SBT will provide a written statement thereof for execution by Customer. Customer's failure to execute such a statement within ten (10) days will void this Agreement and release SBT from any further obligations hereunder.

Article 4: Responsibilities of Customer

- 4.1 Customer, without cost to SBT, shall:
- (a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SBT with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's site will be deemed authorized by Customer, and SBT will, in its reasonable discretion, act accordingly;
 - (b) Provide or arrange without cost all reasonable provisions, means and access for SBT to any site and the equipment where Services are to be performed;
 - (c) Permit SBT to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
 - (d) Furnish SBT with all available information pertinent to the Services;
 - (e) Obtain and furnish to SBT all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SBT has expressly agreed in writing to obtain;
 - (f) Maintain the Services site in a safe condition, notify SBT promptly of any site conditions requiring special care, and provide SBT with any available documents describing the quantity, nature, location and extent of such conditions;
 - (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SBT has expressly agreed in this Agreement to give;
 - (h) Provide SBT with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
 - (i) Furnish to SBT any contingency plans related to the site;
 - (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities; and
 - (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary;
 - (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SBT and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SBT shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SBT work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SBT is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or other contractors' activities or operations, the work of any other person or entity, or Customer's site conditions. SBT is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SBT from voluntarily addressing such issues, in the event SBT does make observations, reports, suggestions or otherwise regarding such issues, SBT shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SBT notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SBT shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancellable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SBT's normal working hours; and (c) Service performed on equipment not covered by

this Agreement.

5.3 SBT shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SBT, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SBT may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. Any amount not paid within 30 calendar days of invoice receipt shall accrue interest from the date due, until paid, at the rate of 12% per annum. Customer shall reimburse SBT costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SBT in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SBT.

5.4 Except to the extent expressly agreed in this Agreement, SBT fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SBT for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SBT with a valid exemption certificate or permit and indemnify, defend and hold SBT harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All Items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SBT reasonable control (such as changes of law) may develop which require SBT to expend additional costs, effort or time to complete the Services, in which case SBT shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SBT shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SBT shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SBT shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SBT incurs due to such circumstances.

Article 7: Warranty; Allocation of Risk

7.1 Labor for all Services under this Agreement is warranted for 90 days after the work is performed.

7.2 EXCEPT SUCH OBLIGATIONS EXPRESSLY STATED IN THIS AGREEMENT, SBT EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SBT MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS PERFORMED OR INTENDED. THE EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY AN OFFICER OF SBT.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SBT from any liability arising out of all hazards covered by Customer's insurance, and all claims against SBT arising out of such

Appendix A. Discounted Labor & Material Pricing

Apply a multiplier of list less 50% and less 20% to the current list price book on all items not marked with the @ indicator. For the items marked @ apply a 50% multiplier. This applies to BMS parts only.

Labor Rates

These rates are valid to *Technical Support Program* customers only. These rates are valid through the date listed on the bottom of this sheet. Site visits are 4 hour minimum billing.

Travel is included in the rate, please add tax as required by law.

Trade involved with technical repairs, maintenance, additions and system upgrade services.

Trade: Service Specialist - BMS	Total Hourly Cost – 8 hour day	
<i>Straight Time</i>	\$165.00	7:30 am to 4:30 pm M-F
<i>Overtime (Weekdays & Saturdays)</i>	\$227.50	
<i>Overtime (Sundays & Holidays)</i>	\$330.00	

Trade involved with design, implementation, engineering, startup and consultative services

Trade: Account Engineer	Total Hourly Cost – 8 hour day	
<i>Straight Time</i>	\$203.00	7:30 am to 4:30 pm M-F
<i>Overtime (Weekdays & Saturdays)</i>	\$304.50	
<i>Overtime (Sundays & Holidays)</i>	\$406.00	

Trade involved with technical repairs, maintenance, additions and system upgrade services.

Trade: Service Specialist – Fire Alarm	Total Hourly Cost – 8 hour day	
<i>Straight Time</i>	\$152.00	7:30 am to 4:30 pm M-F
<i>Overtime (Weekdays & Saturdays)</i>	\$228.00	
<i>Overtime (Sundays & Holidays)</i>	\$304.00	

Trade involved with pneumatic control system repairs, upgrades and modification services.

Trade: Plumber	Total Hourly Cost – 7 hour day	
<i>Straight Time</i>	\$186.00	7:30 am to 3:30 pm M-F
<i>Overtime (Weekdays & Saturdays)</i>	\$372.00	
<i>Overtime (Sundays & Holidays)</i>	\$372.00	

Trade involved with mechanical equipment system repairs and services.

Trade: Mechanical Service	Total Hourly Cost – 8 hour day	
<i>Straight Time</i>	\$126.00	7:30 am to 4:30 pm M-F
<i>Overtime (Weekdays & Saturdays)</i>	\$189.00	
<i>Overtime (Sundays & Holidays)</i>	\$252.00	