

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

The Board of Education met in regular session on October 11, 2017 in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 7:00 p.m. President Todd Stevens called the meeting to order and led the Pledge of Allegiance.

On roll call, the following members were present: Todd Stevens, Dan Bradhurst, Amy DeLong, Tony Reeser, and Patty Rothe.

During public participation, John Edgar spoke on behalf of Berger Hospital Board of Directors providing information about the Berger Hospital Issue on the November Ballot.

Mr. Reeser gave his legislative report.

Student Representative, Andrew Hedges presented information on the current activities at CHS. Topics included; Athletics, Band and Academic events.

Superintendent, Jonathan Davis, presented his report to the board.

The Treasurer's report was presented by Kristen Rhoads including the September 2017 warrants and financial reports.

On a motion by Mr. Reeser, seconded by Mrs. Rothe, the minutes from the September 13, 2017 regular Board meeting were approved, as presented.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - Abstain; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Bradhurst, seconded by Mrs. Rothe, the Board approved the following personnel items:

It is recommended the following personnel items be approved:

2017 - 2018 School Year

- Mike Edgington
CES Custodian (3rd Shift)
Rate: \$16.50 per hour
(\$15.50/hr. base plus \$1.00/hr. for shift differential)
Effective: October 12, 2017
- Dakota Dowden
CES Educational Aide
8 hours per day
Rate: \$13.89 per hour
Effective: October 23, 2017
- Dakota Dowden
Tutor/Home Instructor
Rate: \$28.00 per hour (submitted by timesheet)

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- Phil Roark
Game Manager
Rate: \$23.00 per hour
- Jenny Rhoads
CHS Assistant Musical Director
Step: 1
- Steven Goodwin
Substitute Car/Van Driver - Retroactive to 10/6/17
- Greg Bigam
Substitute Car/Van Driver - Retroactive to 8/22/17
- Michael Humphries
Substitute Car/Van Driver
- Patricia Brockman
Substitute Educational Aide
- Pamela Hayes
Substitute Educational Aide
- Kim Gibson
Substitute Educational Aide - Retroactive to 9/25/17
- Kendra McGuire
Extra Mile Tutor

Advisors:

- Sonsearay Grady
CHS Art Club

Resignations:

- Lindsay Bay
CES Educational Aide - Effective October 18, 2017
- Bill Search
CMS Head Coach Boys Basketball 8th Grade

Volunteer Coaches:

- Bill Search
CMS Boys Basketball
- Cody Jordan
CMS Cross Country
- Ashley Wilson
CHS Volleyball
- Brad Adams
CES Football
- Scott Siembida
CES Football
- Marcus Reedy
CES Football
- Terry Browning
CES Football
- Phil Phalin
CES Football
- Joe Lombardo
CMS Girls Basketball
- Angela Hixon
CHS Bowling

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On a motion by Mr. Reeser, seconded by Mrs. Rothe, the Board approved the eighth grade student trip to Washington D.C. on May 21 - 23, 2018. Chaperones will be Kevin Fox, Samantha Corbett, Nathan Elswick, Trace Hacquard, Evan Whitten, Janet Wastier, and Sonsearay Grady.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the Board approved Jonathan Davis to attend AASA-The School Superintendent Association, National Conference on Education in Nashville, Tennessee on February 15 -17, 2018 at a cost of **\$2,846.00**.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mrs. Rothe, seconded by Ms. DeLong the Board approved the Pathways to Success (Alternative School) Agreement with the Pickaway County ESC as presented.

- ACE digital Academy for Pathways students (12 month contract 8/1/2017 - 7/31/2018) \$9,910.00.

Circleville City Schools
ACE Digital Academy Participation
Agreement with Pickaway County Educational Service Center
PICKAWAY PATHWAYS FOR SUCCESS

Circleville City Schools agrees to participate in the ACE Digital Academy through the Pickaway County Educational Service Center/Pickaway Pathways for Success. ACE Digital Academy is an internet-based educational delivery system designed for grades K-12, providing alternative educational options for credit deficiencies, alternative programs, students being schooled at home and summer school programs.

The contract period for this agreement is for 12 months, Aug. 1, 2017 – July 31, 2018.

The Pickaway County Educational Service Center will provide coordination for the ACE Digital Academy and will provide your district with invoice(s) for ACE fees regarding the Circleville PPF5 students.

This agreement and all payments shall be sent to the Pickaway County Educational Service Center, 2050 Stoneridge Drive, Circleville, Ohio 43113.

Pickaway County Educational Service Center Circleville City Schools

- Pathways to Success (Alternative School) Agreement (for the 2017 - 2018 school year) \$70,000.00.

2017-2018 & 2018-2019 PATHWAYS TO SUCCESS
AGREEMENT WITH
CIRCLEVILLE CITY SCHOOL DISTRICT

The Circleville City School District agrees to participate in the Pathways to Success Program provided by the Pickaway County Educational Service Center to Circleville City School District students during the 2017-2018 and 2018-2019 school year.

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Circleville City School District agrees to pay the ESC for their share of Pathways to Success Program expenses as billed by the ESC. These expenses will include salaries and benefits for a Director and an Intervention Specialist (including retirement, Workers Compensation, Medicare & insurance premiums), utilities, supplies/materials for classroom, maintenance, ESC fees and any other expenses related to the Pathways to Success Program and the education of the classroom students. Circleville City School District will be billed a total of \$70,000 during 2017/2018 divided into equal payments of \$17,500 due in October, December, February and April. At the end of the school year the treasurer will balance the program and either bill for any amount above the original \$70,000 or give the district a credit for any overpayment to be used the next year. Annual amount will be re-figured for the 2018/2019. (If there is a credit after the 2018-2019 school year and the program does not continue the next year the credited amount will be refunded to the school district.)

This agreement in the amount of \$70,000 does not include any costs associated with the Ace on-line program. ACE program expenses will be billed separately.

Circleville City School District agrees to hold harmless the Pickaway County Educational Service Center for any unemployment claims, workers compensation claims or severance liabilities as a result of this agreement, and understands that any unemployment claims, workers compensation claims or severance liability payments shall be invoiced separately from the expenses stated above.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a recommendation by Mr. Reeser, seconded by Mr. Bradhurst, the Board approved the Clinical Experiences Agreement with Ohio University for the placement of pre-service education student(s) as presented.

Clinical Experiences Agreement

Ohio University's Patton College of Education and Circleville City Schools
For the 2017 -2018 school year, Circleville City Schools Ohio and Ohio University's Patton College of Education, Athens, Ohio mutually agree to:

I. Activities, Services, and Compensation

Descriptions of Clinical Experience requirements are distributed to the schools and Mentor Teachers when arrangements for placements are made. Included in these descriptions are expectations for Ohio University Candidates and the Mentor Teachers. The current Ohio Ethics Commission ruling necessitates that Ohio University will compensate the school district. The school district will then compensate individual teachers. Only in the event where compensation or a stipend is not offered, a fee waiver option will be chosen to go directly to the school district. Ohio University and the Clinical Experience Candidates will provide the Circleville City Schools with a current BCI/FBI report.

II. Roles and Responsibilities

The Patton College Candidates in the Circleville City Schools are expected to conform to the rules and policies of the school district and to approach their work in a responsible manner, i.e. regular attendance, professional ethical behavior, etc. School district teachers who work with Ohio University Candidates become teacher educators, responsible for guiding and directing the growth of the pre-service teachers in cooperation with The Patton College.

III. Provisions for Solving Problems and the Coordination of Ongoing Activities

If problems arise, the following Patton College office should be consulted:

The Patton College of Education's Office of Clinical Experiences 740.593.0676

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

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On a motion by Mrs. Rothe, seconded by Mr. Reeser, the Board approved the contract with Siemens Industry Inc. for fire suppression and monitoring services as presented: At a total cost of \$14,902 for Test, Inspect, Programming and Monitoring for 1 year.

- CHS & Fieldhouse Test & Inspect - \$7,219.00

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

Pricing, Terms, and Conditions comply with state term contract MMA7542.

1.2 Customer Objectives

Based on your unique facility requirements, a service program with Siemens Building Technologies will help you achieve your objectives by:

- Maintaining the safety of the occupants of your facility
 - Minimizing false alarms, building disruptions and operational cost
 - Improving responsive and minimizing equipment downtime
 - Protecting your alarm system investment
 - Improving the skills of your staff
-

1.3 Current Situation

The following services will be provided at the following address: **360 Clark Dr, Circleville, OH 43113**

- Annual fire alarm test and inspection
 - Semi Annual wet sprinkler test and inspection
 - Semi Annual kitchen hood test and inspection
-

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

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2 Service Solution

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.

|  |  |  |
|---|--|--|
| <p>Manage System Operation & Compliance</p> <p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> Optimized comfort, safety, and security Fulfilled regulatory requirements Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program</p> <p>Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p> | <p>Optimize Performance & Productivity</p> <p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> Enhanced system performance Streamlined operational processes Maximized energy efficiency <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms and take appropriate action</p> | <p>Protect Lifecycle Investment</p> <p>Leverage past investments and address future requirements with advanced and proven technology to achieve outcomes such as:</p> <ul style="list-style-type: none"> Extended system life Maximized return on investment Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are completed, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p> |
| <p>Performance Reporting • Quality Assurance Meetings</p> | | |

1.1 FIRE ALARM & LIFE SAFETY SERVICES

1.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

1.1.2 Technical Support Services

Fire Life Safety System Testing and/or Inspection

As designated agent, we will perform the required annual test and inspection of the fire alarm system using NFPA-recommended test frequencies and methods as guidelines. We will provide the necessary documentation to satisfy the AHJ and to maintain your Certificate of Occupancy. A list of equipment covered under this service agreement, along with test frequencies, can be found in the List of Maintained Equipment section of this service agreement.

If applicable and agreed to, the customer can supply a second person to conduct the testing with the Siemens employee; this agreement is priced accordingly.

The following is a static list of potential life safety systems that could be included:

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- National Fire Alarm and Signaling Code (NFPA 72)

- Standard for Testing, Inspection and Maintenance of Water-Based Fire Protection Systems (NFPA 25)

- Standard for Portable Fire Extinguishers (NFPA 10)

- Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (NFPA 96)

- Life Safety Code (NFPA 101) - Emergency and Exit Lighting

- Standard for Dry Chemical Extinguishing Systems (NFPA 17)

- Standard for Wet Chemical Extinguishing Systems (NFPA 17)

- Standard on Clean Agent Fire Extinguishing Systems (NFPA 2001)

- Standard on Halon 1301 Extinguishing Systems (NFPA 12A)

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

Exclusions and Clarifications

- a) Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.
- b) Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, sumps and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.
- c) Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

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4 Service Implementation Plan

4.1 Maintained Equipment Table

SIEMENS

Siemens Building Technologies
Service Agreement

| | | | |
|--|------------------------|---------------------------------|-----|
| Fire Alarm System | Field Peripherals | Waterflow Switch Monitor Module | 3 |
| Services (Times per year): Test and Inspection (1) | | | |
| Fire Alarm System | Field Peripherals | Tamper Switch Monitor Module | 5 |
| Services (Times per year): Test and Inspection (1) | | | |
| Fire Alarm System | Field Peripherals | Door Holders | 12 |
| Services (Times per year): Test and Inspection (1) | | | |
| Fire Alarm System | Field Peripherals | Strobe | 27 |
| Services (Times per year): Test and Inspection (1) | | | |
| Fire Alarm System | Field Peripherals | Speakers or Horns with Strobes | 181 |
| Services (Times per year): Test and Inspection (1) | | | |
| Fire Alarm System | Field Peripherals | Addressable Pull Station | 40 |
| Services (Times per year): Test and Inspection (1) | | | |
| Fire Alarm System | Detectors | Addressable Smoke Detector | 55 |
| Services (Times per year): Sensitivity Testing-Automated (0.5) - Test and Inspection (1) | | | |
| Fire Alarm System | Detectors | Addressable Duct Detector | 7 |
| Services (Times per year): Sensitivity Testing-Automated (0.5) - Test and Inspection (1) | | | |
| Fire Alarm System | Detectors | Addressable Heat Detector | 2 |
| Services (Times per year): Test and Inspection (1) | | | |
| Fire Alarm System | Control & Annunciation | Siemens XLS Alarm Panel | 1 |
| Services (Times per year): Test and Inspection (1) | | | |

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4.2 Additional Material List

| | |
|----------------------------|---|
| | |
| Wet Sprinkler- Semi Annual | 1 |
| kitchen hoods | 8 |

4.3

Service Team

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

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:

Ryan Newman - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Sean Strawser - 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.

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

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

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

Carla Moodispaugh - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

2 Siemens Industry, Inc.

2.1 Signature Page and Investment By and Between:

| | |
|---|--|
| Siemens Industry, Inc. 530 Lakeview Plaza Blvd Suite D Worthington, OH 43085 Ryan Newman 614-956-9481 | Circleville High School 380 Clark St Circleville, OH 43113 Jonathan Davis 740-474-4340 |
|---|--|

Services shall be provided at 380 Clark St, Circleville, OH 43113.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 10/12/2017 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 10/01/2017.

| | | | |
|----------------------------------|--------------------------|------------------|----------------------------------|
| Initial Term Investments: | | | |
| Year 1 | 10/01/2017 to 09/30/2018 | \$7,219 annually | paid \$7,219 annually in advance |
| Year 2 | 10/01/2018 to 09/30/2019 | \$7,436 annually | paid \$7,436 annually in advance |
| Year 3 | 10/01/2019 to 09/30/2020 | \$7,659 annually | paid \$7,659 annually in advance |

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

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- CMS Test & Inspect - \$2,897.00

Advantage Services

1 Overview

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This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

Pricing, Terms, and Conditions comply with state term contract MMA7542.

1.2 Customer Objectives

Based on your unique facility requirements, a service program with Siemens Building Technologies will help you achieve your objectives by:

- Maintaining the safety of the occupants of your facility
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1.3 Current Situation

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1.4 Siemens Capabilities & Commitment to Our Customers

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2 Service Solution

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| Manage System Operation & Compliance | Optimize Performance & Productivity | Protect Lifecycle Investment |
|--|--|--|
| <p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> Optimized comfort, safety, and security Fulfilled regulatory requirements Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations; definition of relevant KPIs, and development of your service program</p> <p>Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p> | <p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> Enhanced system performance Streamlined operational processes Maximized energy efficiency <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms and take appropriate action</p> | <p>Leverage past investments and address future requirements with advanced and proven technology; to achieve outcomes such as:</p> <ul style="list-style-type: none"> Extended system life Maximized return on investment Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are completed, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p> |
| Performance Reporting + Quality Assurance Meetings | | |

1.1 FIRE ALARM & LIFE SAFETY SERVICES

1.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

1.1.2 Technical Support Services

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If applicable and agreed to, the customer can supply a second person to conduct the testing with the Siemens employee; this agreement is priced accordingly.

The following is a static list of potential life safety systems that could be included:

- National Fire Alarm and Signaling Code (NFPA 72)
- Standard for Testing, Inspection and Maintenance of Water-Based Fire Protection Systems (NFPA 25)

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- Standard for Portable Fire Extinguishers (NFPA 10)

- Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (NFPA 96)

- Life Safety Code (NFPA 101) - Emergency and Exit Lighting

- Standard for Dry Chemical Extinguishing Systems (NFPA 17)

- Standard for Wet Chemical Extinguishing Systems (NFPA 17)

- Standard on Clean Agent Fire Extinguishing Systems (NFPA 2001)

- Standard on Halon 1301 Extinguishing Systems (NFPA 12A)

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

2.1

Exclusions and Clarifications

a) Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continuously provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

b) Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

c) Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

4 Service Implementation Plan

4.1 Maintained Equipment Table

SIEMENS

Siemens Building Technologies
Service Agreement

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|--|-------------------|---------------------------------|---|--|--|--|
| | | | | | | |
| Fire Alarm System | Field Peripherals | Waterflow Switch Monitor Module | 2 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|------------------------------|---|--|--|--|
| Fire Alarm System | Field Peripherals | Tamper Switch Monitor Module | 6 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

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|--|-------------------|--------------|---|--|--|--|
| Fire Alarm System | Field Peripherals | Door Holders | 6 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|--------|----|--|--|--|
| Fire Alarm System | Field Peripherals | Strobe | 16 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|--------------------------------|----|--|--|--|
| Fire Alarm System | Field Peripherals | Speakers or Horns with Strobes | 92 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-------------------|--------------------------|----|--|--|--|
| Fire Alarm System | Field Peripherals | Addressable Pull Station | 20 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-----------|----------------------------|----|--|--|--|
| Fire Alarm System | Detectors | Addressable Smoke Detector | 28 | | | |
| Services (Times per year): Sensitivity Testing-Automated (0.5) - Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-----------|---------------------------|---|--|--|--|
| Fire Alarm System | Detectors | Addressable Duct Detector | 6 | | | |
| Services (Times per year): Sensitivity Testing-Automated (0.5) - Test and Inspection (1) | | | | | | |

| | | | | | | |
|--|-----------|---------------------------|---|--|--|--|
| Fire Alarm System | Detectors | Addressable Heat Detector | 2 | | | |
| Services (Times per year): Test and Inspection (1) | | | | | | |

4.2 Additional Material List

| | | | | | | |
|-----------------------------|--|--|---|--|--|--|
| | | | | | | |
| Wet Sprinkler - Semi Annual | | | 1 | | | |

4.3

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

Service Team

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

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:

Ryan Newman - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Sean Strawser - 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.

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

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

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

Carla Moodispaugh - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

2 Siemens Industry, Inc.

2.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
530 Lakewood Plaza Blvd Suite D
Worthington, OH 43085
Ryan Newman
614-956-9481

Circleville Middle School
360 Clark Dr
Circleville, OH 43113
Jonathan Davis
740-474-4340

Services shall be provided at 360 Clark Dr, Circleville, OH 43113.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 10/12/2017 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 10/01/2017.

Initial Term Investments:

| | | | |
|--------|--------------------------|------------------|----------------------------------|
| Year 1 | 10/01/2017 to 09/30/2018 | \$2,897 annually | paid \$2,897 annually in advance |
| Year 2 | 10/01/2018 to 09/30/2019 | \$2,983 annually | paid \$2,983 annually in advance |
| Year 3 | 10/01/2019 to 09/30/2020 | \$3,073 annually | paid \$3,073 annually in advance |

Applicable sales taxes are excluded from the investments. The pricing quoted in this proposal are firm for 30 days.

- CES Test & Inspect - \$2,897.00

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

Pricing, Terms, and Conditions comply with state term contract MMA7542.

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

1.2 Customer Objectives

Based on your unique facility requirements, a service program with Siemens Building Technologies will help you achieve your objectives by:

- Maintaining the safety of the occupants of your facility
- Minimizing false alarms, building disruptions and operational cost
- Improving responsive and minimizing equipment downtime
- Protecting your alarm system investment
- Improving the skills of your staff

1.3 Current Situation

The following services will be provided at the following address: **100 Tiger Dr, Circleville, OH 43113**

- Annual fire alarm test and inspection
- Semi Annual wet sprinkler test and inspection

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.

| | | |
|--|--|--|
| | | |
| <p>Manage System Operation & Compliance</p> | <p>Optimize Performance & Productivity</p> | <p>Protect Lifecycle Investment</p> |
| <p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> • Optimized comfort, safety, and security • Fulfilled regulatory requirements • Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program</p> <p>Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p> | <p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> • Enhanced system performance • Streamlined operational processes • Maximized energy efficiency <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms and take appropriate action</p> | <p>Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:</p> <ul style="list-style-type: none"> • Extended system life • Maximized return on investment • Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are completed, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p> |
| <p>Performance Reporting - Quality Assurance Meetings</p> | | |

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

1.1 FIRE ALARM & LIFE SAFETY SERVICES

1.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

1.1.2 Technical Support Services

Fire Life Safety System Testing and/or Inspection

As designated agent, we will perform the required annual test and inspection of the fire alarm system using NFPA-recommended test frequencies and methods as guidelines. We will provide the necessary documentation to satisfy the AHJ and to maintain your Certificate of Occupancy. A list of equipment covered under this service agreement, along with test frequencies, can be found in the List of Maintained Equipment section of this service agreement.

If applicable and agreed to, the customer can supply a second person to conduct the testing with the Siemens employee; this agreement is priced accordingly.

The following is a static list of potential life safety systems that could be included:

- National Fire Alarm and Signaling Code (NFPA 72)

- Standard for Testing, Inspection and Maintenance of Water-Based Fire Protection Systems (NFPA 25)

- Standard for Portable Fire Extinguishers (NFPA 10)

- Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (NFPA 96)

- Life Safety Code (NFPA 101) - Emergency and Exit Lighting

- Standard for Dry Chemical Extinguishing Systems (NFPA 17)

- Standard for Wet Chemical Extinguishing Systems (NFPA 17)

- Standard on Clean Agent Fire Extinguishing Systems (NFPA 2001)

- Standard on Halon 1301 Extinguishing Systems (NFPA 12A)

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer's recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

Exclusions and Clarifications

- a) Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.
- b) Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.
- c) Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

4 Service Implementation Plan

4.1 Maintained Equipment Table

SIEMENS

Siemens Building Technologies
Service Agreement

| | | | |
|--|------------------------|--------------------------------|-----|
| | | | |
| Fire Alarm System | Field Peripherals | Strobe | 22 |
| Services (Times per year): Test and Inspection (1) | | | |
| | | | |
| Fire Alarm System | Field Peripherals | Speakers or Horns with Strobes | 174 |
| Services (Times per year): Test and Inspection (1) | | | |
| | | | |
| Fire Alarm System | Field Peripherals | Addressable Pull Station | 2 |
| Services (Times per year): Test and Inspection (1) | | | |
| | | | |
| Fire Alarm System | Detectors | Addressable Smoke Detector | 49 |
| Services (Times per year): Sensitivity Testing-Automated (0.5) - Test and Inspection (1) | | | |
| | | | |
| Fire Alarm System | Detectors | Addressable Duct Detector | 7 |
| Services (Times per year): Sensitivity Testing-Automated (0.5) - Test and Inspection (1) | | | |
| | | | |
| Fire Alarm System | Control & Annunciation | Siemens XLS Alarm Panel | 1 |
| Services (Times per year): Test and Inspection (1) | | | |

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

4.2 Additional Material List

| | | | |
|------------------------------------|---|--|--|
| | | | |
| Sprinkler - Semi Annual Inspection | 1 | | |

4.3

Service Team

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

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

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

Carla Moodspaugh - Service Administrator is responsible for all service invoicing including both service agreement and service projects.

2 Siemens Industry, Inc.

2.1 Signature Page and Investment By and Between:

| | |
|---|--|
| Siemens Industry, Inc. 530 Lakeview Plaza Blvd Suite D Worthington, OH 43085 Ryan Newman 614-956-9481 | Circleville Elementary School 100 Tiger Dr Circleville, OH 43113 Jonathan Davis 740-474-4340 |
|---|--|

Services shall be provided at 100 Tiger Dr, Circleville, OH 43113.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 10/12/2017 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 10/01/2017.

Initial Term Investments:

| | | | |
|--------|--------------------------|------------------|----------------------------------|
| Year 1 | 10/01/2017 to 09/30/2018 | \$2,897 annually | paid \$2,897 annually in advance |
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| Year 3 | 10/01/2019 to 09/30/2020 | \$3,073 annually | paid \$3,073 annually in advance |

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

- **CHS Fire Monitoring- \$632.00**

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

Pricing, terms, and conditions comply with state term contract mma7542.

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

1.2 Customer Objectives

24/7 Fire Alarm Monitoring

1.3 Current Situation

Siemens will provide 24/7 fire alarm monitoring at annual cost of \$420. Year 1 has 2 hours of programming the dialer added at the state term rate of \$106 an hour.

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

To better support your facility goals, services have been included within the scope of this service agreement. These services provide the optimal support and performance of your facility.

3 Monitoring Services

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.

|  |  |  |
|--|--|--|
| Manage System Operation & Compliance | Optimize Performance & Productivity | Protect Lifecycle Investment |
| <p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> Optimized comfort, safety, and security Fulfilled regulatory requirements Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations; definition of relevant KPIs; and development of your service program</p> <p>Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p> | <p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> Enhanced system performance Streamlined operational processes Maximized energy efficiency <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms and take appropriate action</p> | <p>Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:</p> <ul style="list-style-type: none"> Extended system life Maximized return on investment Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are completed, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p> |
| Performance Reporting - Quality Assurance Meetings | | |

BOARD OF EDUCATION REGULAR MEETING

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1.1 FIRE ALARM & LIFE SAFETY MONITORING SERVICES

UL Listed Fire Monitoring Service

Siemens will coordinate and administer off-site monitoring of your fire alarm system via a UL/ULC listed central station. When required Siemens will provide customized alarm activity reports and scheduled reviews to analyze signal transmission history between your facility and the central station. This service will serve to help to identify potential problems, which could result in high or unnecessary alarm incidence. By utilizing a UL/ULC listed central station, you receive the benefits of trained alarm monitoring staff, a 24-hour operation and a standard procedure for notifying you of alarms in your facility. The Appendix of this service agreement outlines which reports you will be receiving and the term of the Agreement.

3.1 Exclusions and Clarifications

- a) Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.
- b) Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.
- c) Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

2 Siemens Industry, Inc.

2.1 Signature Page and Investment By and Between:

| | |
|---|--|
| Siemens Industry, Inc. 530 Lakeview Plaza Blvd Suite D Worthington, OH 43065 Ryan Newman 614-956-9481 | Circleville High School 380 Clark St Circleville, OH 43113 Jonathan Davis 740-474-4340 |
|---|--|

Services shall be provided at 380 Clark St, Circleville, OH 43113.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 10/12/2017 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 10/01/2017.

Initial Term Investments:

| | | | |
|--------|--------------------------|----------------|--------------------------------|
| Year 1 | 10/01/2017 to 09/30/2018 | \$632 annually | paid \$632 annually in advance |
| Year 2 | 10/01/2018 to 09/30/2019 | \$420 annually | paid \$420 annually in advance |
| Year 3 | 10/01/2019 to 09/30/2020 | \$420 annually | paid \$420 annually in advance |

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

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

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

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

BOARD OF EDUCATION REGULAR MEETING

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

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

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

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

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

3. **RISK OF LOSS AND SCHEDULE**. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

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

4. **CANCELLATION**. Except for Siemens' right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to terminate the Agreement. Either party may terminate this Agreement for material breach of the other

party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach.

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

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

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

7. **INDEMNITY**. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

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

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

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

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

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

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

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

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

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

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

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

10. INTELLECTUAL PROPERTY.

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

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

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

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11. CONFIDENTIALITY.

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

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of

confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

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

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

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

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

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

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

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

17. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

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

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

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

A. **Buyer's Insurance**

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

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

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

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

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

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

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

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

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

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

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

24. **ASBESTOS**

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

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

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

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

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

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

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

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

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(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25. THIRD PARTY PARTS

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

SIEMENS STANDARD TERMS AND CONDITIONS Standard Terms Addendum for Fire and Life Safety

The terms and conditions of this Addendum for Fire and Life Safety ("FLS") are applicable only to the Fire and Life Safety Services identified in the Proposal and supplements the Standard Terms and Conditions with the following four (4) paragraphs (the terms "Work" and "Service" are used interchangeably to reference what Siemens is providing to the Buyer as detailed in the Proposal):

FLS 1. If the FLS Equipment that is to be serviced under this Agreement fails to comply with all applicable codes or if removal of any item of Equipment from coverage would compromise or impair the integrity or the compliance with law applicable to such FLS Equipment, and the Buyer fails to take all necessary corrective action to achieve compliance, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

FLS 2. To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Buyer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Buyer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

FLS 3. Buyer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Buyer that such system is operational or the emergency has been cleared. Buyer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). Siemens 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.

FLS 4. The Buyer's sole remedy for any and all claims, losses or expenses arising from, or caused by, the failure of a Siemens installed FLS system to operate properly shall be limited to the same remedy as the Buyer's sole remedy for a defective non-conforming FLS system provided hereunder which shall be in accordance with the warranty terms contained in this Agreement.

SIEMENS STANDARD TERMS AND CONDITIONS Standard Terms Addendum for Monitoring Services

The terms and conditions of this Addendum for Monitoring Services are applicable only to the Monitoring Services identified in the Proposal ("MS") and supplements and modifies the Standard Terms and Conditions with the following additional Articles:

MS Article 1: Definitions

1.1 "Monitoring Services" means that portion, if any, of the Services expressly described as Monitoring and/or Notification Services and relating to offsite Central Station Monitoring ("CMS") or Buyer Support Center ("CSC") services expressly agreed to be provided by Siemens to Buyer.

1.2 "Monitored Site" means the Buyer site for which Monitoring Services are to be provided.

MS Article 2: Alarm Monitoring and/or Notification Service

Siemens may provide alarm monitoring and/or notification services to Buyer under this Agreement. Buyer acknowledges and agrees that in the event an alarm is received at Siemens' monitoring center, Siemens will attempt to contact Buyer or any representative provided to Siemens on Buyer's Emergency contact list by telephone/ two-way voice to confirm the alarm is not false. In the event Siemens fails to contact Buyer or its representative, Siemens will attempt to notify the police department or fire department. Buyer agrees that Siemens shall have no liability pertaining to any two way voice communications, text messaging or internet video recordings or their publication. Siemens shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other transmission modes, including but not limited to DSL, Cable, ADSL, VOIP. Siemens shall have no responsibility or liability for interruptions of service or any resulting consequence.

MS Article 3: Signal Response

Siemens' response to receipt of signals from the alarm system and signaling initiation devices (collectively, "System") shall be in accordance with Siemens' Standard Operating Procedures and with this Agreement. Siemens reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Buyer at Buyer's designated telephone number(s), or dispatching a representative to Buyer's premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police ("security monitoring"), Fire Department ("fire monitoring"), and/or Buyer's designated representative ("mechanical monitoring").

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MS Article 4: Requirements of Buyer

- 4.1 The following are additional requirements of Buyer:
- 4.1.1 Furnish Siemens with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;
 - 4.1.2 Furnish Siemens with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;
 - 4.1.3 Furnish Siemens written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;
 - 4.1.4 Notify Siemens of any alterations, remodeling, or any stock, fixture or structural changes, and to perform and bear the cost of changes in the System required as a result of such changes;
 - 4.1.5 Protect the System from tampering, vandalism, disturbance, damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;
 - 4.1.6 Carefully and properly test and set the System immediately prior to closing the Monitored Site, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Siemens is unable to detect such changes, and that "walk tests" in the area of such coverage are necessary to assure that adequate sensitivity is maintained;
 - 4.1.7 Turn off or remove from the Monitored Site anything which does or may interfere with the effectiveness of the System; and,
 - 4.1.8 Furnish telephone or network service connecting the Monitored Site to Siemens monitoring facilities.

4.2 Buyer understands that calls made to Siemens in connection with signals or access to the Monitored Site may be recorded by Siemens. Buyer, for itself, its agents, and employees consents to such recording.

4.3 Buyer shall use reasonable efforts to prevent false alarms. In the event of a false alarm (not caused by the negligence or willful misconduct of Siemens), Buyer shall remain liable for taxes, fees or other charges of any police or fire department, or any other governmental body. Buyer agrees to pay Siemens to reprogram the system if necessary to comply with any area code, telephone numbering or other changes Buyer shall directly pay or, to the extent paid by Siemens, reimburse Siemens, for any false alarm fine, penalty or fee assessed against Siemens by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that Siemens submits to the Buyer for such false alarms.

MS Article 5: Termination

5.1 Siemens reserves the right to terminate the Monitoring Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Buyer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Buyer fails to comply with any of the terms of this Agreement. In addition, Siemens shall have the right to terminate the Monitoring Services immediately if: (a) Siemens is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals between the Monitored Site, Siemens' monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within Siemens' premises are destroyed by fire or other catastrophes, or so substantially damaged that it is impractical to continue service. The Monitoring Services may be terminated immediately by Buyer if the Monitored Site is destroyed or so damaged as to be unusable for its pre-damage use provided that it pays any unpaid balance of the charges accrued hereunder for Services rendered prior to the effective date of termination.

5.2 In the event of termination of the Monitoring Services for any reason, Buyer authorizes Siemens to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitored Site and the monitoring facility and to remove any mode of communication and/or communication interface devices, such as modems, dialers, digital communicators, which are and remain the property of Siemens.

MS Article 6: Insurance/Authorization to Notify Authorities/Liquidated Damages/Indemnity

6.1 Insurance, if any, covering personal injury and property loss or damage on any of Buyer's premises shall be obtained by Buyer. Buyer agrees to proceed exclusively against Buyer's insurer to recover any damages.

6.2 If applicable, Buyer hereby authorizes and directs Siemens, as its agent, to direct the local police department having jurisdiction, to detain and cause the arrest of every person found in and about the Monitored Site without authorization as evidenced by the list of authorized persons provided by Buyer and to hold every such person until released by a representative of Buyer designated for this purpose; in all such cases the Buyer agrees to indemnify, defend and hold Siemens and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention.

6.3 From the nature of the Monitoring Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of Siemens to perform any of its obligations hereunder, or the failure of the System to properly operate. If Siemens is found liable for loss or damage due to a failure on the part of Siemens, in any respect, its liability related to Monitoring Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred (\$2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or nonperformance of the obligations set forth by this Agreement or from negligence, active or otherwise, of Siemens its agents or employees. The parties acknowledge that the price which Siemens has agreed to perform the Monitoring Services and obligations is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.4 Buyer is solely responsible for the life and safety of all persons in the Monitored Site, and for protecting against losses to its own property or the property of others in the Monitored Site. Buyer agrees to indemnify, defend and hold harmless Siemens from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Siemens, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Siemens for failure of the System, Siemens equipment or Monitoring Services in any respect, whether due or alleged to be due to malfunction or non-function of the System. Siemens does not represent or warrant that the Services will not be compromised, interrupted or circumvented; that the Services will prevent any loss from any cause; or that the Services will in all cases provide the protection for which it is performed, installed or intended (collectively "Protections"). Buyer acknowledges and agrees that it assumes all risk of loss or damage to its facilities and sites including the contents thereon, and that Siemens has neither made representations nor warranties, nor has Buyer relied on any representation or warranties, express or implied regarding said Protections.

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Fire Monitoring Proposal Details

Service Offering

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Fire Certificated Monitoring
 Fire Non-Certificated Monitoring
 Additional Partition (per partition)
 Emergency Phones
 Elevator Telephone Monitoring

Connectivity

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New UL Listed Monitoring Customer
 POTS-Plain Old Telephone
 AES Radio Mesh Network

Primary Communication – Napco Starlink 5 min Check-in, Telguard Cellular, AlarmNet GSM Cell Only, Connect 24, Bosch Wyleless (monthly primary connectivity)
 Primary Communication – Napco Starlink 1 hour Check-in

Backup Communication – Napco Starlink, Telguard Cellular, AlarmNet IP Primary/Cell backup, GSM, Connect 24, Bosch Wyleless (monthly backup connectivity)

- **CMS Fire Monitoring- \$632.00**

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

Pricing, terms, and conditions comply with state term contract mma7542.

1.1 Customer Objectives

24/7 Fire Alarm Monitoring

1.2 Current Situation

Siemens will provide 24/7 fire alarm monitoring at annual cost of \$420. Year 1 has 2 hours of programming the dialer added at the state term rate of \$106 an hour.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

To better support your facility goals, services have been included within the scope of this service agreement. These services provide the optimal support and performance of your facility.

2

3 Monitoring Services

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.



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| <p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> • Optimized comfort, safety, and security • Fulfilled regulatory requirements • Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program</p> <p>Test & Inspection Regular checkups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p> | <p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> • Enhanced system performance • Streamlined operational processes • Maximized energy efficiency <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms and take appropriate action</p> | <p>Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:</p> <ul style="list-style-type: none"> • Extended system life • Maximized return on investment • Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are completed, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p> |
| <p>Performance Reporting • Quality Assurance Meetings</p> | | |

1.3 FIRE ALARM & LIFE SAFETY MONITORING SERVICES

UL Listed Fire Monitoring Service

Siemens will coordinate and administer off-site monitoring of your fire alarm system via a UL/ULC listed central station. When required Siemens will provide customized alarm activity reports and scheduled reviews to analyze signal transmission history between your facility and the central station. This service will serve to help to identify potential problems, which could result in high or unnecessary alarm incidence. By utilizing a UL/ULC listed central station, you receive the benefits of trained alarm monitoring staff, a 24-hour operation and a standard procedure for notifying you of alarms in your facility. The Appendix of this service agreement outlines which reports you will be receiving and the term of the Agreement.

3.1 Exclusions and Clarifications

- Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.
- Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.
- Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

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2 Siemens Industry, Inc.

2.1 Signature Page and Investment By and Between:

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|---|--|
| Siemens Industry, Inc. 530 Lakeview Plaza Blvd Suite D Worthington, OH 43085 Ryan Newman 614-956-9481 | Circleville Middle School 360 Clark Dr Circleville, OH 43113 Jonathan Davis 740-474-4340 |
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Services shall be provided at 360 Clark Dr, Circleville, OH 43113.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 10/12/2017 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 10/01/2017.

Initial Term Investments:

| Year | Period | Amount | Payment Method |
|--------|--------------------------|----------------|--------------------------------|
| Year 1 | 10/01/2017 to 09/30/2018 | \$632 annually | paid \$632 annually in advance |
| Year 2 | 10/01/2018 to 09/30/2019 | \$420 annually | paid \$420 annually in advance |
| Year 3 | 10/01/2019 to 09/30/2020 | \$420 annually | paid \$420 annually in advance |

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

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

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

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

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

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

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

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

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

3. **RISK OF LOSS AND SCHEDULE.** Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

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

4. **CANCELLATION.** Except for Siemens right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancelable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other

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party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach.

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

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

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

7. **INDEMNITY.** Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitees shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

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

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

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

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

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

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

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

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9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

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

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

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

10. INTELLECTUAL PROPERTY.

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

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

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

11. CONFIDENTIALITY.

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

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of

confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

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

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

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

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

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

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

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

17. **APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

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

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

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

A. Buyer's Insurance

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

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

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

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

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

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

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

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

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

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

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

24. ASBESTOS

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

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

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

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

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

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

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

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

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25. THIRD PARTY PARTS

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

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SIEMENS STANDARD TERMS AND CONDITIONS Standard Terms Addendum for Fire and Life Safety

The terms and conditions of this Addendum for Fire and Life Safety ("FLS") are applicable only to the Fire and Life Safety Services identified in the Proposal and supplements the Standard Terms and Conditions with the following four (4) paragraphs (the terms "Work" and "Service" are used interchangeably to reference what Siemens is providing to the Buyer as detailed in the Proposal):

FLS 1. If the FLS Equipment that is to be serviced under this Agreement fails to comply with all applicable codes or if removal of any item of Equipment from coverage would compromise or impair the integrity or the compliance with law applicable to such FLS Equipment, and the Buyer fails to take all necessary corrective action to achieve compliance, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

FLS 2. To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Buyer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Buyer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

FLS 3. Buyer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Buyer that such system is operational or the emergency has been cleared. Buyer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). Siemens 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.

FLS 4. The Buyer's sole remedy for any and all claims, losses or expenses arising from, or caused by, the failure of a Siemens installed FLS system to operate properly shall be limited to the same remedy as the Buyer's sole remedy for a defective non-conforming FLS system provided hereunder which shall be in accordance with the warranty terms contained in this Agreement.

SIEMENS STANDARD TERMS AND CONDITIONS Standard Terms Addendum for Monitoring Services

The terms and conditions of this Addendum for Monitoring Services are applicable only to the Monitoring Services identified in the Proposal ("MS") and supplements and modifies the Standard Terms and Conditions with the following additional Articles:

MS Article 1: Definitions

1.1 "Monitoring Services" means that portion, if any, of the Services expressly described as Monitoring and/or Notification Services and relating to offsite Central Station Monitoring ("CMS") or Buyer Support Center ("CSC") services expressly agreed to be provided by Siemens to Buyer.

1.2 "Monitored Site" means the Buyer site for which Monitoring Services are to be provided.

MS Article 2: Alarm Monitoring and/or Notification Service

Siemens may provide alarm monitoring and/or notification services to Buyer under this Agreement. Buyer acknowledges and agrees that in the event an alarm is received at Siemens' monitoring center, Siemens will attempt to contact Buyer or any representative provided to Siemens on Buyer's Emergency contact list by telephone/ two-way voice to confirm the alarm is not false. In the event Siemens fails to contact Buyer or its representative, Siemens will attempt to notify the police department or fire department. Buyer agrees that Siemens shall have no liability pertaining to any two way voice communications, text messaging or internet video recordings or their publication. Siemens shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other transmission modes, including but not limited to DSL, Cable, ADSL, VOIP. Siemens shall have no responsibility or liability for interruptions of service or any resulting consequence.

MS Article 3: Signal Response

Siemens' response to receipt of signals from the alarm system and signaling initiation devices (collectively, "System") shall be in accordance with Siemens' Standard Operating Procedures and with this Agreement. Siemens reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Buyer at Buyer's designated telephone number(s), or dispatching a representative to Buyer's premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police ("security monitoring"), Fire Department ("fire monitoring"), and/or Buyer's designated representative ("mechanical monitoring").

MS Article 4: Requirements of Buyer

4.1 The following are additional requirements of Buyer:

4.1.1 Furnish Siemens with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;

4.1.2 Furnish Siemens with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;

4.1.3 Furnish Siemens written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;

4.1.4 Notify Siemens of any alterations, remodeling, or any stock, fixture or structural changes, and to perform and bear the cost of changes in the System required as a result of such changes;

4.1.5 Protect the System from tampering, vandalism, disturbance, damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;

4.1.6 Carefully and properly test and set the System immediately prior to closing the Monitored Site, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Siemens is unable to detect such changes, and that "walk tests" in the area of such coverage are necessary to assure that adequate sensitivity is maintained;

4.1.7 Turn off or remove from the Monitored Site anything which does or may interfere with the effectiveness of the System; and

4.1.8 Furnish telephone or network service connecting the Monitored Site to Siemens monitoring facilities.

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4.2 Buyer understands that calls made to Siemens in connection with signals or access to the Monitored Site may be recorded by Siemens. Buyer, for itself, its agents, and employees consents to such recording.

4.3 Buyer shall use reasonable efforts to prevent false alarms. In the event of a false alarm (not caused by the negligence or willful misconduct of Siemens), Buyer shall remain liable for taxes, fees or other charges of any police or fire department, or any other governmental body. Buyer agrees to pay Siemens to reprogram the system if necessary to comply with any area code, telephone numbering or other changes Buyer shall directly pay or, to the extent paid by Siemens, reimburse Siemens, for any false alarm fine, penalty or fee assessed against Siemens by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that Siemens submits to the Buyer for such false alarms.

MS Article 5: Termination

5.1 Siemens reserves the right to terminate the Monitoring Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Buyer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Buyer fails to comply with any of the terms of this Agreement. In addition, Siemens shall have the right to terminate the Monitoring Services immediately if: (a) Siemens is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals between the Monitored Site, Siemens' monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within Siemens' premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. The Monitoring Services may be terminated immediately by Buyer if the Monitored Site is destroyed or so damaged as to be unusable for its pre-damage use provided that it pays any unpaid balance of the charges accrued hereunder for Services rendered prior to the effective date of termination.

5.2 In the event of termination of the Monitoring Services for any reason, Buyer authorizes Siemens to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitored Site and the monitoring facility and to remove any mode of communication and/or communication interface devices, such as modems, dialers, digital communicators, which are and remain the property of Siemens.

MS Article 6: Insurance/Authorization to Notify Authorities/Liquidated Damages/Indemnity

6.1 Insurance, if any, covering personal injury and property loss or damage on any of Buyer's premises shall be obtained by Buyer. Buyer agrees to proceed exclusively against Buyer's insurer to recover any damages.

6.2 If applicable, Buyer hereby authorizes and directs Siemens, as its agent, to direct the local police department having jurisdiction, to detain and cause the arrest of every person found in and about the Monitored Site without authorization as evidenced by the list of authorized persons provided by Buyer and to hold every such person until released by a representative of Buyer designated for this purpose; in all such cases the Buyer agrees to indemnify, defend and hold Siemens and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention.

6.3 From the nature of the Monitoring Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of Siemens to perform any of its obligations hereunder, or the failure of the System to properly operate. If Siemens is found liable for loss or damage due to a failure on the part of Siemens, in any respect, its liability related to Monitoring Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred (\$2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or nonperformance of the obligations set forth by this Agreement or from negligence, active or otherwise, of Siemens its agents or employees. The parties acknowledge that the price which Siemens has agreed to perform the Monitoring Services and obligations is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Fire Monitoring Proposal Details

Service Offering

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- Fire Certificated Monitoring
- Fire Non-Certificated Monitoring
- Additional Partition (per partition)
- Emergency Phones
- Elevator Telephone Monitoring

Connectivity

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- New UL Listed Monitoring Customer
- POTS-Plain Old Telephone
- AES Radio Mesh Network

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- Primary Communication – Napco Starlink 5 min Check-in, Telguard Cellular, AlarmNet GSM Cell Only, Connect 24, Bosch Wyless (monthly primary connectivity)
- Primary Communication – Napco Starlink 1 hour Check-in

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- Backup Communication – Napco Starlink, Telguard Cellular, AlarmNet IP Primary/Cell backup, GSM, Connect 24, Bosch Wyless (monthly backup connectivity)

• **CES Fire Monitoring- \$625.00**

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

Pricing, terms, and conditions comply with state term contract mma7542.

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1.1 Customer Objectives

24/7 Fire Alarm Monitoring

1.2 Current Situation

Siemens will provide 24/7 fire alarm monitoring at annual cost of \$420. Year 1 has 2 hours of programming the dialer added at the state term rate of \$105 an hour.

1.2 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

To better support your facility goals, services have been included within the scope of this service agreement. These services provide the optimal support and performance of your facility.

3 Monitoring Services

Services that deliver the outcomes you want to achieve.

We've structured our service portfolio around achieving the common facility outcomes that help organizations meet their business goals.

| | | |
|---|--|--|
|  <p>Manage System Operation & Compliance</p> <p>Services that keep systems performing at their best, as designed and intended to operate, help you achieve:</p> <ul style="list-style-type: none"> Optimized comfort, safety, and security Fulfilled regulatory requirements Reduced operating risk <p>Facility Assessment & Planning In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program</p> <p>Test & Inspection Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks</p> <p>Preventive Services Services performed on a regular schedule or based on data analytics to verify and improve system state</p> <p>Documentation Management Management of critical building system and compliance information with organization and access determined by your needs</p> <p>Corrective Services Immediate response to system failures or faults to restore functionality and integrity to desired state</p> |  <p>Optimize Performance & Productivity</p> <p>Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:</p> <ul style="list-style-type: none"> Enhanced system performance Streamlined operational processes Maximized energy efficiency <p>Optimization Planning Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies</p> <p>Predictive Services Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken</p> <p>System Improvements & Integration Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies</p> <p>Training & Operational Support Training, coaching, and on-site support to increase staff productivity and knowledge</p> <p>Managed Services On-site and/or remote resources monitor system events and alarms and take appropriate action</p> |  <p>Protect Lifecycle Investment</p> <p>Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:</p> <ul style="list-style-type: none"> Extended system life Maximized return on investment Realized benefits of new technology <p>Technology Planning Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments</p> <p>System Updates / Upgrades Software upgrades and firmware updates are completed, delivering the most current technology and functionality</p> <p>System Migration / Modernization Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels</p> <p>Retrofits & Extensions Modifications are made to existing systems to accommodate changes to your facility usage and footprint</p> <p>New Installation Services Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance</p> |
| <p>Performance Reporting - Quality Assurance Meetings</p> | | |

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1.3 FIRE ALARM & LIFE SAFETY MONITORING SERVICES

UL Listed Fire Monitoring Service

Siemens will coordinate and administer off-site monitoring of your fire alarm system via a UL/ULC listed central station. When required Siemens will provide customized alarm activity reports and scheduled reviews to analyze signal transmission history between your facility and the central station. This service will serve to help to identify potential problems, which could result in high or unnecessary alarm incidence. By utilizing a UL/ULC listed central station, you receive the benefits of trained alarm monitoring staff, a 24-hour operation and a standard procedure for notifying you of alarms in your facility. The Appendix of this service agreement outlines which reports you will be receiving and the term of the Agreement.

3.1 Exclusions and Clarifications

- a) Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Equipment; (c) painting or refinishing of Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.
- b) Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.
- c) Siemens is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

2 Siemens Industry, Inc.

2.1 Signature Page and Investment By and Between:

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|---|--|
| Siemens Industry, Inc. 530 Lakoview Plaza Blvd Suite D Worthington, OH 43085 Ryan Newman (614) 431-2980 | Circleville Elementary School 100 Tiger Dr Circleville, OH 43113 Jerry Morgan 740-412-6007 |
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Services shall be provided at 100 Tiger Dr, Circleville, OH 43113.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 10/12/2017 and the attached terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 10/12/2017.

Initial Term Investments:

| | | | |
|--------|--------------------------|----------------|--------------------------------|
| Year 1 | 10/01/2017 to 09/30/2018 | \$625 annually | paid \$625 annually in advance |
| Year 2 | 10/01/2018 to 09/30/2019 | \$420 annually | paid \$420 annually in advance |
| Year 3 | 10/01/2019 to 09/30/2020 | \$420 annually | paid \$420 annually in advance |

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES

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

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

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

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

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

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

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

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

3. RISK OF LOSS AND SCHEDULE. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

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

4. CANCELLATION. Except for Siemens' right to terminate in accordance with Article 2 and Article 4, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. Either party may terminate this Agreement for material breach of the other

party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach.

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

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

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

7. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

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

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

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

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

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

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

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

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

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

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

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

10. INTELLECTUAL PROPERTY.

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

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

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

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11. CONFIDENTIALITY.

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

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of

confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

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

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

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

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

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

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

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

17. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

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

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

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

A. **Buyer's Insurance**

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

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

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

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

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

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

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

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

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

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

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

24. **ASBESTOS**

The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1925.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

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

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

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

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

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

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

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

(5) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 24.

25. THIRD PARTY PARTS

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

SIEMENS STANDARD TERMS AND CONDITIONS Standard Terms Addendum for Fire and Life Safety

The terms and conditions of this Addendum for Fire and Life Safety ("FLS") are applicable only to the Fire and Life Safety Services identified in the Proposal and supplements the Standard Terms and Conditions with the following four (4) paragraphs (the terms "Work" and "Service" are used interchangeably to reference what Siemens is providing to the Buyer as detailed in the Proposal):

FLS 1. If the FLS Equipment that is to be serviced under this Agreement fails to comply with all applicable codes or if removal of any item of Equipment from coverage would compromise or impair the integrity or the compliance with law applicable to such FLS Equipment, and the Buyer fails to take all necessary corrective action to achieve compliance, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

FLS 2. To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Buyer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Buyer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

FLS 3. Buyer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Buyer that such system is operational or the emergency has been cleared. Buyer's actions shall include all appropriate interim safety precautions (such as a manual fire watch). Siemens 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.

FLS 4. The Buyer's sole remedy for any and all claims, losses or expenses arising from, or caused by, the failure of a Siemens installed FLS system to operate properly shall be limited to the same remedy as the Buyer's sole remedy for a defective non-conforming FLS system provided hereunder which shall be in accordance with the warranty terms contained in this Agreement.

SIEMENS STANDARD TERMS AND CONDITIONS Standard Terms Addendum for Monitoring Services

The terms and conditions of this Addendum for Monitoring Services are applicable only to the Monitoring Services identified in the Proposal ("MS") and supplements and modifies the Standard Terms and Conditions with the following additional Articles:

MS Article 1: Definitions

1.1 "Monitoring Services" means that portion, if any, of the Services expressly described as Monitoring and/or Notification Services and relating to offsite Central Station Monitoring ("CMS") or Buyer Support Center ("CSC") services expressly agreed to be provided by Siemens to Buyer.

1.2 "Monitored Site" means the Buyer site for which Monitoring Services are to be provided.

MS Article 2: Alarm Monitoring and/or Notification Service

Siemens may provide alarm monitoring and/or notification services to Buyer under this Agreement. Buyer acknowledges and agrees that in the event an alarm is received at Siemens' monitoring center, Siemens will attempt to contact Buyer or any representative provided to Siemens on Buyer's Emergency contact list by telephone/two-way voice to confirm the alarm is not false. In the event Siemens fails to contact Buyer or its representative, Siemens will attempt to notify the police department or fire department. Buyer agrees that Siemens shall have no liability pertaining to any two way voice communications, text messaging or internet video recordings or their publication. Siemens shall not be liable for any damages or alarm signal failures due to communication disruptions to telephone lines, cell phones, internet connections, radio frequency, internet, any other transmission modes, including but not limited to DSL, Cable, ADSL, VOIP. Siemens shall have no responsibility or liability for interruptions of service or any resulting consequences.

MS Article 3: Signal Response

Siemens' response to receipt of signals from the alarm system and signaling initiation devices (collectively, "System") shall be in accordance with Siemens' Standard Operating Procedures and with this Agreement. Siemens reserves the right, in its sole judgment, to first investigate the cause of such signals by either telephoning Buyer at Buyer's designated telephone number(s), or dispatching a representative to Buyer's premises to determine whether an emergency condition exists, warranting transmission of the signal(s) to the Police ("security monitoring"), Fire Department ("fire monitoring"), and/or Buyer's designated representative ("mechanical monitoring").

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MS Article 4: Requirements of Buyer

- 4.1 The following are additional requirements of Buyer:
- 4.1.1 Furnish Siemens with a written list of names, titles, and contact phone numbers of all persons authorized to enter the Monitored Site after business hours and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;
 - 4.1.2 Furnish Siemens with a written list of names, titles, and contact phone numbers of persons to be notified in the event a System signal is received and provide Siemens with written updates of any change prior to close of business at the Monitored Site on the day of such change;
 - 4.1.3 Furnish Siemens written notice of any changes in the System or any applicable bureau or authority having jurisdiction for same;
 - 4.1.4 Notify Siemens of any alterations, remodeling, or any stock, fixture or structural changes, and to perform and bear the cost of changes in the System required as a result of such changes;
 - 4.1.5 Protect the System from tampering, vandalism, disturbance, damage, misuse, abuse, removal or other actions which may interfere with the proper operation of the System;
 - 4.1.6 Carefully and properly test and set the System immediately prior to closing the Monitored Site, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Siemens is unable to detect such changes, and that "walk tests" in the area of such coverage are necessary to assure that adequate sensitivity is maintained;
 - 4.1.7 Turn off or remove from the Monitored Site anything which does or may interfere with the effectiveness of the System; and,
 - 4.1.8 Furnish telephone or network service connecting the Monitored Site to Siemens monitoring facilities.

4.2 Buyer understands that calls made to Siemens in connection with signals or access to the Monitored Site may be recorded by Siemens. Buyer, for itself, its agents, and employees consents to such recording.

4.3 Buyer shall use reasonable efforts to prevent false alarms. In the event of a false alarm (not caused by the negligence or willful misconduct of Siemens), Buyer shall remain liable for taxes, fees or other charges of any police or fire department, or any other governmental body. Buyer agrees to pay Siemens to reprogram the system if necessary to comply with any area code, telephone numbering or other changes Buyer shall directly pay or, to the extent paid by Siemens, reimburse Siemens, for any false alarm fine, penalty or fee assessed against Siemens by any governmental or municipal agency as a result of such false alarms and, in addition, pay a processing fee of ten percent of each invoice that Siemens submits to the Buyer for such false alarms.

MS Article 5: Termination

5.1 Siemens reserves the right to terminate the Monitoring Services at any time after seven (7) days written notice, upon the happening of any of the following: (a) Buyer does not follow proper operation or maintenance procedures or does not use the System properly; (b) Buyer fails to comply with any of the terms of this Agreement. In addition, Siemens shall have the right to terminate the Monitoring Services immediately if: (a) Siemens is unable either to secure or to retain the wire connections or privileges necessary for the transmission of signals between the Monitored Site, Siemens' monitoring facility and the municipal fire or police department; or (b) the monitoring facility, connecting wires, or systems within Siemens' premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. The Monitoring Services may be terminated immediately by Buyer if the Monitored Site is destroyed or so damaged as to be unusable for its pre-damage use provided that it pays any unpaid balance of the charges accrued hereunder for Services rendered prior to the effective date of termination.

5.2 In the event of termination of the Monitoring Services for any reason, Buyer authorizes Siemens to make the necessary arrangements with the telephone company to disconnect the telephone service between the Monitored Site and the monitoring facility and to remove any mode of communication and/or communication interface devices, such as modems, dialers, digital communicators, which are and remain the property of Siemens.

MS Article 6: Insurance/Authorization to Notify Authorities/Liquidated Damages/Indemnity

6.1 Insurance, if any, covering personal injury and property loss or damage on any of Buyer's premises shall be obtained by Buyer. Buyer agrees to proceed exclusively against Buyer's insurer to recover any damages.

6.2 If applicable, Buyer hereby authorizes and directs Siemens, as its agent, to direct the local police department having jurisdiction, to detain and cause the arrest of every person found in and about the Monitored Site without authorization as evidenced by the list of authorized persons provided by Buyer and to hold every such person until released by a representative of Buyer designated for this purpose; in all such cases the Buyer agrees to indemnify, defend and hold Siemens and its employees or agents harmless against all liability, costs, damages or expense in consequence of such arrest and detention.

6.3 From the nature of the Monitoring Services, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of Siemens to perform any of its obligations hereunder, or the failure of the System to properly operate. If Siemens is found liable for loss or damage due to a failure on the part of Siemens, in any respect, its liability related to Monitoring Services shall be limited in the aggregate for the term of the Agreement to the sum of Two Thousand Five Hundred (\$2500.00) Dollars as liquidated damages. Such limit of liability is not a penalty and this limited liability shall be complete and exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly from the performance or nonperformance of the obligations set forth by this Agreement or from negligence, active or otherwise, of Siemens its agents or employees. The parties acknowledge that the price which Siemens has agreed to perform the Monitoring Services and obligations is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.4 Buyer is solely responsible for the life and safety of all persons in the Monitored Site, and for protecting against losses to its own property or the property of others in the Monitored Site. Buyer agrees to indemnify, defend and hold harmless Siemens from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Siemens, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Siemens for failure of the System, Siemens equipment or Monitoring Services in any respect, whether due or alleged to be due to malfunction or non-function of the System. Siemens does not represent or warrant that the Services will not be compromised, interrupted or circumvented; that the Services will prevent any loss from any cause; or that the Services will in all cases provide the protection for which it is performed, installed or intended ("Protections"). Buyer acknowledges and agrees that it assumes all risk of loss or damage to its facilities and sites including the contents thereon, and that Siemens has neither made representations nor warranties, nor has Buyer relied on any representation or warranties, express or implied regarding said Protections.

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Fire Monitoring Proposal Details

Service Offering

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Fire Certificated Monitoring
 Fire Non-Certificated Monitoring
 Additional Partition (per partition)
 Emergency Phones
 Elevator Telephone Monitoring

Connectivity

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New UL Listed Monitoring Customer
 POTS-Plain Old Telephone
 AES Radio Mesh Network

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Primary Communication – Napco Starlink 5 min Check-in, Telguard Cellular, AlarmNet GSM Cell Only, Connect 24, Bosch Wyless (monthly primary connectivity)
 Primary Communication – Napco Starlink 1 hour Check-in

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Backup Communication – Napco Starlink, Telguard Cellular, AlarmNet IP Primary/Cell backup, GSM, Connect 24, Bosch Wyless (monthly backup connectivity)

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Stevens, seconded by Mrs. DeLong, the Board approved the donation agreement between Circleville City Schools and Hummel & Plum Insurance as presented.

Hummel and Plum Donation Agreement – Athletic Sponsorship

This Donation Agreement (“Agreement”) is entered into by and between the Circleville City School District Board of Education (“the District”) and Hummel and Plum Insurance Agency (“Donor”). The terms of this Agreement are as follows:

I Term: The Term of this Agreement shall be for a period of 25 years. The Term shall begin to run the first day on which the District displays Donor’s name on the component/location Donor has agreed to sponsor. Any failure by Donor to utilize any Additional Amenities available to it under this Agreement shall not operate to extend or suspend the Term of this Agreement in any way.

II Component/Location Name: During the Term of this Agreement, District agrees to place donor signs in the following component/location:

Baseball Complex

for a period of twenty-five (25) years.

Donor’s rights under this Agreement shall not be transferred or assigned to another individual or entity without the prior written consent of the District.

Donor represents and warrants to the District, as of the date this Agreement is entered into, that it is the owner of any name, logo, trademark or other materials it wishes to display on the District’s property pursuant to the terms of this Agreement.

III Additional Amenities: Donor shall also be entitled to receive the following amenities during the term of this Agreement:

- A. Advertisements:** During the Term of this Agreement, Donor shall:
- (1) Have the opportunity to place one (1) full page advertisement in the District’s yearbook during each year that the yearbook is published;
 - (2) Have the opportunity to place one (1) full page advertisement in each District program prepared for athletic teams of the District during each year that a program is published.
 - (3) Have the opportunity to place three (3) signs at the baseball complex.
 - (4) Receive recognition on the District’s website.

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Any content or messaging a Donor wishes to place in an advertisement and/or sign must be submitted to the District by July 1st of each year. All advertisements and signs must be pre-approved by the District prior to placement. In the event a Donor's advertisement and/or sign is not approved by the District, the Donor shall be notified of the District's decision. The Donor shall then have up to fifteen (15) business days to provide the District with alternative content for the advertisement and/or sign it wishes to place. If the Donor fails to provide the District with alternative content for the advertisement and/or sign it wishes to place within fifteen (15) business days, Donor forfeits its right to place an advertisement and/or sign for the school year.

B. Athletic Tickets: During the Term of this Agreement, Donor shall receive 4 (four) season passes to all home athletic contests.

IV. Fee: In consideration of the benefits provided pursuant to this Agreement, Donor agrees to pay the District a sum of \$25,000 (Twenty-five thousand dollars).

Within fifteen (15) business days of the date on which the last signature appears on this agreement, the Donor shall receive "website recognition." The District shall have no further obligation to Donor, including any additional obligations set forth under Sections II and III above until Donor has paid the District a total of \$25,000 (Twenty-five thousand dollars).

V. Consideration: Donor acknowledges and agrees that its acceptance of either the rights afforded it with respect to the Component/Signage Location and/or any Additional Amenity set forth in this Agreement represents sufficient consideration for payment of the Fee set forth in this Agreement.

Donor further agrees that upon acceptance of either the rights afforded it with respect to the Component Location Name and/or any Additional Amenity set forth in this Agreement for any period of time, it would be unjustly enriched by receiving a refund of any portion of the Fee paid to the District.

VI. Cessation of Athletic/Academic Activities: In the event that the District cancels, suspends, or otherwise ceases to offer any athletic and/or academic activity to which this Agreement applies, any remaining obligations existing under this Agreement shall immediately terminate. Donor acknowledges and agrees that it shall not be entitled to a refund of any portion of its donation as a result of any cessation of a sponsored athletic and/or academic activity to which this Agreement applies.

VII. Likeness: Donor acknowledges and agrees that the rights granted pursuant to this Agreement do not include the right to use the name or likeness of the District, its employees, and/or students in connection with any promotion of Donor or its services.

VIII. Force Majeure: If the Component/Location is damaged by fire, earthquake, act of God, the elements or other casualty or is otherwise rendered unusable for its intended purpose at any time during the Term of this Agreement, any remaining obligation of either party under this Agreement shall be suspended until such time as the Component/Location may be repaired. In the event the Component/Location cannot be repaired, any remaining obligations under this Agreement shall terminate. In the event new signage is needed, or requested by either party, the rendering and cost of such new signage will be shared equally.

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In the event the District decides, in its sole discretion, to rebuild the Component/ Location following a fire, earthquake, act of God, the elements or other casualty or as a result of it being rendered unusable for its intended purpose, any remaining Term of this Agreement shall continue in full force and effect beginning on the date on which the new Component/ Location is complete.

Neither party shall be liable or responsible for any failure to perform its obligations hereunder, which failure is caused or brought about in any manner beyond the control of such party, including but not limited to strikes, federal, state, or local government action or inaction, or any other act or condition beyond its reasonable control, other than such party's inability to perform payment obligations.

- IX. Indemnity:** Donor agrees to indemnify, defend and hold the District harmless from any and all claims, costs, expenses, damages and litigation, including attorney's fees, resulting from any copyright, trademark or similar claims during the Term of this Agreement. Upon the termination of this Agreement for any reason, this section shall survive with respect to any claims, costs, expenses, damages and litigation, including attorney's fees, resulting from any copyright, trademark or similar claims that arose during the term of this Agreement.
- X. Removal of Name/Cancellation of Agreement:** During the term of this Agreement, should Donor take any action, that in the reasonable opinion of the District, brings dishonor and/ or disrepute to the Donor and/ or the District, the District may cancel this Agreement at its discretion. Donor acknowledges and agrees that it shall not be entitled to a refund of any portion of its donation in the event this Agreement is terminated pursuant to this section.
- XI. Assignment:** As set forth in Section II, Donor's rights under this Agreement shall be not be transferred or assigned to another individual or entity without the prior written consent of the District.
- XII. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- XIII. Entire Agreement:** This Agreement constitutes the entire agreement between the parties and shall become a binding and enforceable Agreement among the parties hereto. No prior verbal or written agreement shall survive the execution of this Agreement. Any alteration or modification to this Agreement shall be set forth in writing and shall be signed by both parties.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

On a motion by Mrs. Rothe, seconded by Mrs. DeLong, the Board approved the agreement with the Ohio Attorney General for the program, equipment and use appropriate use of Background information as presented.

AGREEMENT FOR NATIONAL WEBCHECK® PROGRAM SERVICES AND EQUIPMENT

This Agreement ("Agreement") between the Ohio Attorney General ("Attorney General"), which oversees the Bureau of Criminal Investigation ("BCI"), and _____ ("Agency") is effective on the latest date of signature below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® ("WebCheck") program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code, the Ohio Administrative Code, and Federal laws and regulations.

I. Purpose

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the WebCheck services administered by the Attorney General, through BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information through WebCheck services.

II. Basic Agency Responsibilities

- A. Agency must procure WebCheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency's participation in an initial training will be required before Agency will be granted access to the WebCheck services.

III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General

- A. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, payments via Automated Clearing House ("ACH") or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

On a motion by Mrs. DeLong, seconded by Mr. Reeser, the Board approved the Memorandum of Understanding between the Pickaway County Juvenile Court and Circleville City Schools regarding the operation for the Pickaway Pathways Program as presented

PICKAWAY COUNTY PATHWAYS FOR SUCCESS MEMORANDUM OF UNDERSTANDING

PURPOSE OF SCHOOL

Three Pickaway County school districts (Circleville City School District, Logan Elm School District and Westfall School District) have entered into an agreement approved by the Ohio Department of Education to provide an alternative educational environment for designated students. The purpose of the school is to ensure a structured learning setting that will enable the students to achieve academic success.

BACKGROUND INFORMATION

The school districts believe that the assignment of a Pickaway County Juvenile Court Probation officer (hereinafter referred to as "JPO") to the school will facilitate the success of students who are on probation with the court. Not all, but some of the designated students are on Community Control (Probation) with the Pickaway County Juvenile Court. The Pickaway County Juvenile Court has agreed to assign a JPO to remain on site at the facility during school operation hours to assist in the implementation of this Memorandum of Understanding.

EMPLOYMENT STATUS OF JUVENILE COURT PROBATION OFFICER

The Pickaway County Juvenile Court JPO is an employee of the Pickaway County Juvenile Court under the control and supervision of the Pickaway County Juvenile Judge. The Pickaway County Juvenile Court shall be solely responsible for the compensation of the JPO. The Pickaway County Juvenile Judge retains discretion and does have the authority to summon the JPO to the Juvenile Court to assist with other probation related functions.

RESPONSIBILITIES OF JUVENILE COURT PROBATION OFFICER

The JPO has specific powers as authorized by section 2151.14 of the Revised Code which directs a Probation Officer to exercise control over youth who are placed on Community Control by the court. The JPO does not have authority to exercise control over any youth at the school that is not on probation with the court. In that regard, the JPO is neither a School Resource Officer nor a law enforcement officer. The JPO does not have arrest authority or any other control over juveniles who are not on probation with the court.

The JPO may transport the juveniles on probation to and from the school facility.

The JPO is not responsible for performing neither any duties relative to the education of the probationer nor any other student at the school.

If the school officials agree and there is no interference with the education of a youth on probation at the school, the JPO may meet with and work with said youth to fulfill terms of probation, including but not limited to performing community work service.

The JPO shall meet with the Juvenile Judge on a weekly basis to report on the status of the students on probation. The School officials acknowledge that this meeting will require his absence for a brief period of time to attend such meeting. The JPO shall inform the Director of the School of the meeting dates and times.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

BOARD OF EDUCATION REGULAR MEETING

October 11, 2017

On a motion by Mrs. Rothe, seconded by Mrs. DeLong, the Board approved the following Treasurer's items as presented:

Requisitions Over \$5,000:

- FRONTIER - Internet billing (New Hope Auxiliary Grant) - \$7,500.00
- HYLANT GROUP- Position Bond with Crime Policy - \$7,076.00
- MULTI-COUNTY JUVENILE DETENTION CTR - Educational instruction - \$10,000.00
- JEFF SNYDER - Transportation for special needs students October - end of school year (5 total) - \$41,000.00
- PICKAWAY COUNTY ESC - Pathways to Success (Alternative School) expenses including ACE computer program - \$79,910.00
- SIEMENS INDUSTRY, INC - Fire suppression test, inspect, program & monitor FY18 - \$14,902.00

After the Facts:

- BUCKEYE PROPANE - Water softener repair - \$1,500.00
- STUART COX- Fuel purchase - \$25.05
- COUGHLIN AUTOMOTIVE OF CIRCLEVILLE - Chevy van parts and service for cooling system - \$832.04

Student Activity Budget and Philosophy for 2017 - 2018 School Year:

- Class of 2019 (budget revision only)
- CHS Vocal Music (budget revision only)
- CES Media Center (budget revision only)
- CMS Builder's Club (Budget only)

Establish Funds:

- **Class of 2021** - (200-9121)
- **Title IV-A Student Support and Academic Enrichment** - (599-9018)
- **21st Century Grant (FY18)** - (599-9318)

Donations:

- Good Shepherd United Methodist Church - CES school supplies for students - \$300
- George & Alice Weller - CHS Club Future - \$100
- Church of God - CES Headsets for students - \$150
- Noah Woodgeard - 8th Grade D.C. Trip (First Friday Event) - \$20
- Hummel & Plum Insurance Agency - Baseball Fields - \$25,000
- Trevor Coleman - Washington D. C. Trip (First Friday Event) - \$30
- Circleville Alumni Association - CHS Mock Trial - \$365
- Scott & Jennifer Siembieda & Morgan Sark - Washington D. C. Trip (First Friday Event) - \$20
- Jennifer, Terry, & Colin Michael - Washington D. C. Trip (First Friday Event) - \$20
- Tim, Katie, & Devin Willoughby - Washington D. C. Trip (First Friday Event) - \$20
- The Presbyterian Church - CHS Club Future - \$250

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

BOARD OF EDUCATION REGULAR MEETING
October 11, 2017

On a motion by Mr. Bradhurst, seconded by Mrs. DeLong, the board approved the Five Year Forecast beginning with fiscal year 2018, as presented.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes

On a motion by Mr. Stevens, seconded by Mrs. Rothe, the Board entered into executive session at 7:47 p.m. for the purpose of investigating charges or complaints against a public employee. The board returned to general session at 8:38 p.m.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes


On a motion by Mr. Bradhurst, seconded by Mr. Reeser, the board voted to adjourn the meeting at 8:38 p.m.

Mr. Stevens – yes; Mr. Bradhurst - yes; Mrs. DeLong - yes; Mr. Reeser – yes; Mrs. Rothe – yes



President

ATTEST



Treasurer