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1.0 Executive Summary

The EcoStruxure IT Expert Training service provides skilled, professional training that better enables customers to adopt, configure, use, and align IT Expert to achieve their business objectives.

This service will be performed by a Schneider Electric Applications Engineer (AE) with broad experience in deploying EcoStruxure IT Expert. The details of the work activities to be performed are outlined in this document.

2.0 Features & Benefits

Features	Benefits
Service Owner	One single person responsible for the successful deployment of this service will be assigned.
Technical Expert	The team working on this deployment is comprised of product experts on IT Expert
Turnover	A formal turnover process will be performed, ensuring clear and accurate documentation is delivered detailing services performed.

3.0 Details of Service

Services are provided by Schneider Electric's Applications Engineering team. An Applications Engineer is provided as the customer's primary point of contact to perform these services.

The Applications Engineer will perform product training in a workshop style environment. Topics will be discussed and demonstrated. The training attendees will have an opportunity during workshops throughout the training to try out concepts in a hands-on environment.

The duration of this service is approximately 9 hours. Eight hours will be allocated to training, and approximately one hour will be for discussion and planning with the customer prior to and after the training is complete.

4.0 Deliverables

- Schneider Electric will deliver the services described in this document.
- The services entitled are limited to what is described in this document.

Deliverables	
Activity	Description
Point of Contact	Schneider Electric will designate a technical point of contact to manage and guide this entire service.
Kickoff Meeting	Schneider Electric will perform a scheduled kickoff meeting with the customer
Training Workshop	Schneider Electric will perform IT Expert training in a workshop style environment
Service Report	Schneider Electric will provide a service report detailing all work performed

5.0 Assumptions

The successful performance of the activities defined is based on the following key assumptions:

- Customer must hold a valid EcoStruxure IT Expert subscription and an active login for the duration of the service.
- Customer will provide a primary point of contact for scheduling necessary customer business, and technical resources, and to review and approve Schneider Electric deliverables.
- Customer will ensure they can connect to a Skype for Business online meeting and screen share.
- Customer will review all deliverables in a timely manner, and agrees that service deliverables are considered accepted five (5) business days after delivery by Schneider Electric unless otherwise specified.

6.0 Limitations

The timeframe to take delivery of these services is one year from the date of the placement of a purchase order. Training activities can be tailored to customer needs, but the total time spent on this portion of the SOW is limited to nine hours.

7.0 Exclusions

Training services are limited to IT Expert. The following items are outside the scope of this service offering. They can be provided through an additional Schneider Electric service. Please contact a Schneider Electric sales representative for further details.

- Project management
- Commissioning and/or Point to Point verification
- As-built drawings
- Architecture drawings
- Troubleshooting of network communication problems on the customer network
- Firmware upgrades
- DDF file development
- Technical support

8.0 Scope of Responsibility

The items stated here are responsibilities of both the customer and Schneider Electric.

8.1 CUSTOMER RESPONSIBILITIES

- Possess a valid EcoStruxure IT Expert subscription and an active login for the duration of the service engagement.
- Provide a point of contact during time of service.
- Provide Schneider Electric with the necessary information about the data center and IT infrastructure and policies.
- Schedule the attendance of at least one person with appropriate technical expertise to attend the kickoff meeting, be available as a point of contact during the duration of services and service planning and perform final acceptance of the service.
- Identify dates and times for service delivery.

8.2 SCHNEIDER ELECTRIC RESPONSIBILITIES

- Schneider Electric will perform all services during Schneider Electric business hours (Monday through Friday from 8:00 AM to 5:00 PM weekly, local time).
- Schneider Electric will perform all services outlined in this Scope of Work.
- Schneider Electric will deliver a final site report detailing all services performed.

9.0 Project Work Details

The information stated here are the details of the project performed by Schneider Electric for the customer including the schedule, location and successful completion criteria.

9.1 SCHEDULE

Actual set dates will be discussed and approved between Schneider Electric and the customer. This service can be delivered as one eight-hour session or two four-hour sessions.

9.2 LOCATION

This training service will be delivered remotely.

9.3 COMPLETION CRITERIA

Schneider Electric is expected to have finished its written duties when any of the following occurs:

- Schneider Electric completes all the tasks described in the customer specific statement of work.
- Training is completed. Training will be considered completed if at least one of the following criteria are satisfied:
 - Customer accepts final project summary in writing via email.
 - Customer fails to accept or reject final project summary within ten (10) days of the date sent.
 - Schneider Electric and customer otherwise agree that training is completed.
- This service and statement of work are terminated for other reasons, within the Schneider Electric Customer Agreement.

10.0 Pricing

The EcoStruxure IT Expert Configuration Service is a fixed-fee service. Please contact your Schneider Electric sales representative for further details.

11.0 Terms and Conditions

Schneider Electric Standard Terms and Conditions apply.

This quotation and any exhibits and attachments hereto (collectively, “Agreement”) and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. (“Seller”) and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed (“Buyer”) acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

- A. **Cancellation of Services.** Customer must arrange to take delivery of services within one year of the placement of a purchase order for these services. In the event that customer does not arrange to take delivery of services within one year of the placement of a purchase order, these services will be cancelled. Notice of cancellation will be delivered to customer. There will be no refund or credit if services are cancelled.
- B. **Onsite Preparation.** Customer must ensure that preparation is complete when requesting onsite service dates. In the event that Schneider Electric is not able to perform the tasks in this scope of work due to items that are not ready at the start of onsite services, it will be the responsibility of customer to complete these tasks. There will be no refund, credit or return visit to resolve this.
- C. **Service Appointment Cancellation.** If customer chooses to cancel or reschedule services, notice must be given to Schneider Electric with a minimum of 24 hours. There will be no credit or refund issued to customer in the event of cancellations with less than a 24 hour notice.
- D. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer’s own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer’s order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party. Seller assumes that the Subcontract Agreement offered will contain terms that are substantively similar to the AIA provisions that are in accordance with the provisions of the prime contract, including any supplements. Upon award, Seller assumes that contract provisions will be reviewed and negotiated in good faith to reach a mutual acceptance of both parties.
- E. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to

Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses. Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.

- F. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
- G. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
- H. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
- I. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
- J. **Delays.** All software services in this bill of material must be scheduled within one year of purchase order date. Otherwise, will be cancelled. All software services will be cancelled if not scheduled within 1 year of the purchase order date. Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed,

- K. interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
- L. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment. This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. **THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.
- M. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- N. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
- O. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The

arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.

- P. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
- Q. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
- R. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

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