



	A MEMBER OF THE KENDALL GROUP	
	is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer's sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer's system.	
C15	Cybersecurity for Solutions. Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.	
C16	Personal Data. To the extent Rockwell Automation processes personal data in the performance of the services under this Statement of Work, such processing of personal data will be conducted in accordance with the Data Processing Addendum ("DPA") available at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/data-processing-addendum.html .	
C17	Customer Information. Rockwell Automation will share with its authorized distributor or partner of record Customer Data collected under this Agreement pursuant to the terms herein and the Rockwell Automation Privacy and Cookies Policy located at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/privacy-and-cookies-policy.html .	
C18	Customer Success Publication. Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer's name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be	

1.5 TechConnectSM - Termination for Convenience

used for marketing purposes only.

Either party may terminate this Agreement with a prior written 30-day notice. In the event Customer cancels, Customer would be subject to a termination fee equal to 25% of the remaining Agreement value. Termination request is invalid if remaining term of service is less than 2 months.

1.6 Rockwell Automation Commitment for Sales Through Distribution

The Rockwell Automation Commitment for Sales Through Distribution (the "Commitment Terms") found at https://www.rockwellautomation.com/en-us/company/about-us/legal-notices/commitment-for-sales-through-distribution.htm] covers purchases by Distributor's customer ("Customer") from Distributor of the Products and Services described and integrated pursuant to this Statement of Work to be provided by Rockwell Automation, Inc. and/or its affiliates. The Commitment Terms apply directly to Customer and Rockwell Automation.

Accepted.

Customer:

Date: DTIOL

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2 Distributor Commercial Terms

2.1 Pricing Summary

Kendall Electric Inc's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD.

Item	Product	Price	
1	9800-DC8HMICOM HMI Software, Product Support, 8 x 5 M-F	9,047.00	
2	9800-DC8AUTOB Automation Control Hardware, Product Support, 8 x 5 M-F, 5-10 Total Devices	2,030.00	

TOTAL PRICE:

USD 11,077.00

Multi-Year Option - Fixed Price 3-Year Contract

One-Time Payment or Billed Annually - Single PO for 3-Year Amount Required \$33,231.00

Contract Reinstatement Fee:

USD 1,107.70

If this contract is not renewed before the current Contract Expiration Date, a 10% Contract Reinstatement Fee will be applied to the Suggested Resale Price.

LEARNING+ SUBSCRIPTION (OPTIONAL): Web hosted, self-paced training courses including virtual classroom sessions are available for customers with an active TechConnect support agreement, as either single course access or annual subscription to all course content available in the Rockwell Automation Digital Learning Library. Please add the net amount for the Learning+ option desired in the correct quantity of desired users to your renewal PO.

Catalog Number	Description	List Price per User
LP-3TC	Learning+ 1 Class available for 3 months	USD 820.00
LP-SU1	Learning+ Single User Subscription	USD 4,940.00

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2.2 Invoicing Schedule

100% upon purchase order

2.3 Purchase Order Instructions

Please Issue a Single Purchase Order to: Kendall Electric Inc.

Ref: Proposal # 3801003288

Purchase order should match the value and term proposed above. If a purchase order received does not match the term of the agreement, pricing will be subject to annual price adjustments.

2.4 Distributor Terms and Conditions of Sale

http://www.kendallgroup.com/legal-notices

This quotation is an offer to sell you the goods or services described herein on the terms set forth above and, unless otherwise agreed in a signed writing, on our standard Terms and Conditions of Sale which are available at www.kendallelectric.com/tandc.asp or by calling 800-632-5422. Your order of any goods or services identified in this quotation constitutes your acceptance of our standard Terms and Conditions of Sale. We object to any different or additional terms and reject any prior offers we received from you. Prices expire on, and are subject to change after the date of expiration.