

TechConnectSM Support Renewal

To renew TechConnectSM Support for another year, please review this quote and instructions below.

If no changes are required, please follow the purchase order instructions outlined in Section 2.3.

If changes are required before purchase, such as product or coverage changes, please contact your local Rockwell Automation Distributor.

CITY OF AUBURN AUBURN, INDIANA

TechConnectSM Support Agreement – Renewal

Fixed Price Proposal 3800683545

Date of Issue: MAY 28, 2021

Presented To: CITY OF AUBURN
2010 S WAYNE ST
Auburn, Indiana 46706

Proposed By: Kendall Electric Inc
1200 S Grandstaff Dr
AUBURN, Indiana 46706 Rockwell Automation

Rockwell Automation

expanding human possibility



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION

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Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged within your enterprise. Our solutions are based on industry-tested and proven methodologies and technologies, providing World-Class service levels and significant business value to our clients. Our services help our clients reduce risk, increase productivity, and reduce cost across a broad range of facility operations.

To help understand what is contained in this proposal document, please refer to the detailed descriptions of each of these deliverables in the Statement of Work in Section 1 of this document and/or speak with your Rockwell Automation or Authorized Distributor representative.

About Rockwell Automation

In providing our services we are committed to complying with safety regulations and to demonstrating the highest standard of occupational safety and health performance. This includes implementing and maintaining health and safety management systems based on OHSAS 18001, but of course will consider any local or corporate customer requirements. To drive continuous improvement, we establish annual corporate performance goals — which translate to local performance metric and activity-based objectives. Rockwell Automation excelled in global safety performance, as measured by Recordable Case Rate (0.23), remained best in class in 2020 when compared to the average private industry rate and with the average rate for electronic manufacturing peers.

Lastly, when you work with Rockwell Automation, you know you are partnering with an ethical, sustainable organization. Rockwell Automation is a recognized global leader in the area of ethics and compliance, having been named a World's Most Ethical Company 12 times and winning the BBB International Torch Award and American Business Ethics Award in recent years. Integrity is a core company value that is part of our strategic framework and is an integral part of the company's culture. Many of our accomplishments in the area of ethics, compliance, safety and sustainability are set forth in our Corporate Responsibility Report available [here](#).

The fixed price version of this Rockwell Automation offer can be purchased by remitting purchase order using the directions in Section 1.1.3.

1 Rockwell Automation Statement of Work for Services

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

This proposal for a Rockwell Automation TechConnectSM Support Agreement renewal is offered to Kendall Electric Inc for resale to City of Auburn ("Customer").

1.1 Statement of Work Summary

This TechConnectSM Support Agreement ("Agreement") will allow your plant to be connected to Rockwell Automation's world-class phone and electronic technical support. Rockwell Automation's technical support team provides assistance with installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks.

1.1.1 Agreement Term

Agreement Term: September 06, 2021 through September 05, 2022

1.1.2 TechConnectSM Support Levels

Product Family	Description	Support Level	Service Level
9800-DC8HMICOM	HMI Software	Product Support	8 x 5 M-F
9800-DC8AUTOB	Automation Control Hardware	Product Support	8 x 5 M-F

Table 1: TechConnectSM Support Levels

1.1.3 Product Coverage Details

Rockwell Automation will provide TechConnectSM Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed below. Please ensure the following information is complete and includes any new "Software Maintenance" products you wish to add to this support agreement.

Hardware Type

Automation Control Hardware

Product Family & Software Serial Numbers	Description	Install Count
9800-DC8HMICOM	HMI Software	
9355-WABENE		1
1008126544	RSLINX CLASSIC PROFESSIONAL - ENGLISH	1
9701-VWSCWAENE		6
2524042443	FT View Client Site Edition ESD S/W	1

The information contained in this document consists of technical, commercial and/or financial information, which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document. The recipient agrees to return the document to Rockwell Automation upon request.

Product Family & Software Serial Numbers	Description	Install Count
2524042445	FT View Client Site Edition ESD S/W	1
2524042446	FT View Client Site Edition ESD S/W	1
2524042447	FT View Client Site Edition ESD S/W	1
2524042448	FT View Client Site Edition ESD S/W	1
2524042444	FT View Client Site Edition ESD S/W	1
9701-VWSS000AENE		2
2556008247	FT View Server SE Unl Display Lic sfw	1
2556008248	FT View Server SE Unl Display Lic sfw	1
9800-DC8AUTOB	Automation Control Hardware	
		1
2022053818	Duplicate Part, Use PN-101671	1
9324-RL0300ENE		1
1012149619	RSLogix 500 Standard Edn ESD S/W	1
9357-CNETL3		1
1163134541	RSNetWorx For ControlNet ESD Software	1
9357-ENETL3		1
1669114234	RSNetWorx For EtherNet ESD Software	1

Note: If changes to the TechConnectSM Support Product Coverage Details above are required, please contact your local Rockwell Automation sales office or Allen-Bradley® authorized distributor to request an updated proposal.

1.2 TechConnectSM Support Information

1.2.1 TechConnectSM Support Options

Rockwell Automation offers progressive levels of support to meet your business needs; see table below for all available support level options. Please refer to [Table 1: TechConnectSM Support Levels](#) regarding support levels included in this Statement of Work.

Support Level	Support Services Description
Application Support	<p>You are partnered with a team of technical support engineers who are uniquely designated to support your key applications. This team visits your site, becomes familiar with the applications, and gathers system drawings and documentation. This team will become an extension of your support staff, providing technical account management and scheduled consulting time.</p> <p>Application Support includes the support elements of Product Support, System Support and the following support elements:</p> <p>Real-time, Application-Level Support</p> <p><i>Designated support team / Dedicated telephone and email / Documentation and case familiarization / Application knowledge management / Periodic performance reviews</i></p> <p>Surveillance and Alarming Options</p> <p><i>Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data for troubleshooting</i></p> <p>Application-Level Administration Option</p>

	<i>Emergency backup / Performance tuning / Guaranteed field service call-out</i>
System Support	<p>System Support allows your calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. You will work with an engineer who manages your case through resolution and follow-up.</p> <p>System Support includes the support elements of Product Support, and the following support elements:</p> <p>Real-time, System-Level Support <i>Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution</i></p> <p>Advanced Engineering Expertise <i>Get support from system-level support engineers that have multiple years of experience in the industrial automation industry</i></p>
Product Support	<p>As often as your needs require, you can contact Rockwell Automation technical support engineers for real-time phone support. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or assist in the configuration of products quickly.</p> <p>Product Support includes the support elements of Self-Assist Support, and the following support elements:</p> <p>Real-Time, Product-Level Support <i>Standard product and programming software / Telephone and live chat support available in 20 languages / Remote desktop troubleshooting</i></p> <p>Learning+ Subscription Available for Purchase <i>Highly interactive learning featuring lessons, software simulations, and demonstration videos to help reinforce learning concepts. Available on any tablet or PC using Chrome, Safari, IE, Edge or Firefox. Each course has a knowledge assessment, requiring 80% to pass. Upon successful completion of the course, a learner will be awarded CEUs (where applicable).</i></p> <p>Live View <i>An enhanced support experience connecting you with Rockwell Automation Technical experts leveraging a live video feed and augmented reality annotations.</i></p> <p>Software Maintenance II <i>Software update media / Emergency software replacement</i></p> <p>Genius Webinars <i>Extend and apply knowledge gained via access to on-demand library of online technical seminars</i></p>

Self-Assist Support	<p>You can take advantage of the Knowledgebase, their online resource for technical information, support, and assistance. The Knowledgebase can assist you in increasing productivity by finding solutions to technical questions more quickly - saving both time and money. The KnowledgeBase is maintained by the same engineers who provide TechConnectSM Support and is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically. Self-Assist includes the following support elements:</p> <p>Welcome Kit <i>Essential support agreement information / Support authorization number / Local support telephone number / User guide</i></p> <p>Digital Assist Library <i>Cloud-hosted augmented reality library of work instructions. Leverage augmented reality to walk through the proper steps to complete tasks related to the repair and maintenance of Allen-Bradley hardware</i></p> <p>Software Maintenance I <i>Software update downloads</i></p> <p>Online Support Center Access <i>Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email</i></p>
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1.2.2 Definitions of Common Terms Used in Services

Technical Phone Support: Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement. Standard hours of coverage are 8:00 AM to 5:00 PM Monday – Friday (based on your local calling time; Rockwell Automation observed holidays excluded). Information on Rockwell Automation observed holidays can be found via the Knowledgebase in article #QA33258 (https://rockwellautomation.custhelp.com/app/answers/answer_view/a_id/819086/redirect).

Case Handling: Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

Case Resolution Follow-up: For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

1.2.3 Product Families

Rockwell Automation groups products into product families, making it simpler to deliver integrated support for hardware and software, including older and discontinued products. The lists available at the following link are not comprehensive; however, they illustrate how products are classified.

TECHCONNECTSM PRODUCT FAMILY COVERAGE

http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021_-en-p.pdf

1.3 Learning+ Subscription (Optional)

1.3.1 Rockwell Automation Responsibilities

In summary, the following will be provided:

- Access to Learning+ content through Learning Management System (LMS)

1.3.2 Student Responsibilities

- It is the responsibility of the student to ensure all prerequisites are met.
- The following prerequisite skills have been identified as necessary for attendance in the course(s) designated in the Solution Description:
 - A valid, operational email address
 - Internet service to support access to course content
 - Prerequisites per Course Description

1.4 Changes to Agreement

1.4.1 Updates to Supported Software Installed Base

Support included with new Licenses purchased during the agreement term as a Perpetual License with Maintenance and or Subscription are not covered by this scope of work. The support included with new software purchases will have a maintenance value included at the time of purchase which will be treated as additive to this agreement. New Perpetual with Maintenance products will be added to the "Software Maintenance" category and renewed with your agreement. Any software which may have been purchased in the interim between the date of this quotation being created and accepted will not be covered by this scope of work.

1.4.2 Upgrade Options

Updates to existing TechConnectSM Support Agreement and/or upgrades must be custom quoted by Rockwell Automation. Customer has the following upgrade options:

Coverage Level: Product and System Support agreements can be upgraded to 24x7x365 coverage (e.g., 8:00AM - 5:00PM to 24x7x365), which provides the option to call at any time, including weekends and holidays.

Support Level: Customer may upgrade support levels (e.g., Product Support to System Support) during the term of an existing agreement.

1.4.3 Changes to Scope

In the event that Customer closes or sells a plant and moves supported equipment and software to another Customer facility, the TechConnectSM Support Agreement can be transferred.

1.4.4 Reinstatement Policy

If a Customer does not renew their contract until after the expiration date of the contract, the Customer has the following options to reinstate their support:

- a. If an agreement is not renewed on time and it has been less than 12 months since expiration, the renewed agreement will be backdated to the original expected start date and a 10% fee¹ will be added to the cost of the renewal.
- b. If an agreement is not renewed on time and it has been longer than 12 months since expiration, the support agreement will be priced as a new agreement with current price levels and any previous discounts will not be applied.
- c. For software packages that are removed from support and later reinstated, often referred to as “frozen” and “unfrozen”, a 30% premium will be applied to each piece of software which carries a fee for maintenance as part of the TechConnectSM program.

Note: There is a grace period of 10 days after the date of the Agreement expiration during which Customer can still access support. If Customer renews after the expiration date of the Agreement, the policy above applies regardless of this grace period.

1.5 Customer Responsibilities

Designate a site coordinator as a single point of contact. Customer to appoint a representative responsible for communicating and explaining support program entitlements and methods of obtaining support. This includes verification of supported software licensees, reviewing all available software upgrades and revisions for Customer with Rockwell Automation Technical Support, and delivery of Welcome Kit materials to potential users of support.

Utilize Welcome Kit details. Always use the phone number and authorization number provided in the Welcome Kit to ensure the quickest response time.

1.6 Termination for Convenience

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.

1.7 Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
A1	<i>Intentionally left blank</i>
C1	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: 1. Data Transmission Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means (e.g., Password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; physical media such as paper/DVD

¹ If Customer's TechConnect Support Agreement has never included support for the product family in question, then the commercial “waive reinstatement” program applies for the respective packages.

	<p>sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use a Customer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility.</p> <p>2. Customer-Provided Hard Disk If Rockwell Automation personnel are required to use Customer-provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry 'best of breed' open source encryption solutions. The Customer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation's systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities.</p> <p>3. Remote Access Remote access by Rockwell Automation's personnel into Customer's control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever 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.</p>
C2	To the extent that the Rockwell Automation provided TechConnect SM Support service defined in this Statement of Work is a service only offering, Provisions 3, 9, 10, 13, and 14 of "Terms and Conditions of Sale" will not be applicable to this proposal.
	Exceptions
E1	<i>Intentionally left blank</i>

Table 2: Assumptions, Clarifications, and Exceptions

1.8 Rockwell Automation Commitment for Sales through Distribution

In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) *Warranty for the Work:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Products Warranty*: Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty*: Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) *Remedies*: Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General*: Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF US\$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software Licenses and Ownership. (a) *Standard Software*. Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software*. Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project

files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware,

and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) **RoHS:** Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work. (b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Accepted.

Customer: _____

Date: _____

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 <i>HMI Software, Product Support, 8 x 5 M-F</i>	9,499.05
2	9800-DC8AUTOB <i>Automation Control Hardware, Product Support, 8 x 5 M-F, 5-10 Total Devices</i>	1,548.49

TOTAL SUPPORT PRICE:

USD 11,047.54

Contract Reinstatement Fee:

USD 1,104.75

If this contract is not renewed before the current Contract Expiration Date, a 10% Contract Reinstatement Fee (maximum cap of USD 5,000.00) 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 650.00
LP-SU	Learning+ Single User Subscription	USD 3,650.00

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 # 3800683545

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.

COVID-19: In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.

2.4 Distributor Terms and Conditions of Sale

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.