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**CITY OF NORMAN
NORMAN, OKLAHOMA**

CENTRIFUGE SLC

**FIXED PRICE PROPOSAL
QURHY0005**

1/22/2018



Global Solutions & Services
Bringing You a World of Experience

PRESENTED TO: City of Norman
201 W Gray St
Norman, OK 73069

PROPOSED BY: Rexel
5200 SW 36th St #500
Oklahoma City, OK 73179

*Rockwell Automation
6601 Cascades Court, Suite 130
The Colony, TX 75056*

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Allen-Bradley • Rockwell Software

**Rockwell
Automation**

125-20100-TPL-PROP-Lite-en(v2.1)

REVISION HISTORY			
Date:	Description of change:	Edited by:	Revision:
11/22/2017	None, Original Document	DEW	QURHY0005 Rev.A

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Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged to other production sites within your enterprise. Our solutions are based on standardized, industry-tested, and proven technologies. The open architecture system also allows for future expansion and integration into the rest of your site and business information systems.

Rockwell Automation develops technologies and provides services that leading manufacturers around the world use to their competitive advantage. Whether architecting a single unit or an entire supply chain, manufacturers rely on their automation, power control, and conversion products and services to manage getting their products and services to market faster, to reduce costs, to better utilize power and plant-floor assets, and to minimize risks in their manufacturing environments.

- Over 22,000 employees worldwide.
- Over 4,600 employees globally in Rockwell Automation's Solutions and Services Business
- More than 400 certified/professional engineers
- Executing in excess of 15,000 projects per year
- World class post-project support organization staffed by nearly 1,700 field and technical engineers
- A network of more than 600 System Integrators
- Representation in 80 countries

Rockwell Automation's Solutions and Services Business Delivery Team provides value added solutions using the latest technologies in such areas as:

- Basic Process Control Systems (BPCS) control chemical unit operations
- Safety Instrumented Systems (SIS) and Emergency Shutdown Systems (ESDs)
- Burner and Combustion Control (boilers, etc.)
- Power and Energy Management Systems
- Turbo Machinery Controls (TMC)
- Information Management Systems
- Batch Management and Control Systems
- Material Handling Control Systems

Rockwell Automation will deploy experienced resources to the project team. The resources will be utilized throughout the project such as onsite kick-off meetings, detailed design specifications, internal testing, software FATs, and onsite start-up activities. The following further details the strength of this partnership to meet your needs.

Our Systems and Solutions Business follows a global Quality Management System (QMS) which defines the overall framework for solutions delivery while engendering a quality culture in our employees. This quality system sets forth within our Project Management and Engineering Methodology: a standard delivery approach; adopted industry requirements; practices compliant to ISO9001:2008; and an integrated quality gate approach tailored to project complexity. The quality gate approach ensures the delivery team is following good engineering practices, delivering per the project requirements and specifications, and leveraging best practices and standards. Continuous improvement driven by internal audits, corrective and preventative action, and management review

Rockwell Automation brings years of system integration services and proven execution knowhow. This experience will provide our customers a lower risk solution which will provide a lower Total Cost of Ownership (TCO). The TCO is not just comprised of up-front project costs, but all associated costs with support and maintenance over the life of the system.

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Manufacturers today are looking for ways to maximize productivity, solve problems or satisfy a need while managing costs. Maintenance provides one of the last remaining areas of the plant to realize significant impact on both financial and production metrics such as:

- Increased production rate
- Elimination of unplanned downtime
- Decreased scrap or waste
- Improved financial stability
- Reduced maintenance costs

Our Strategic Approach to maintenance blends an appropriate mix of predictive, preventive, and reactive maintenance strategies that will help meet production and business goals. Our customer Support and Maintenance services team, of nearly 4500 field and technical engineers, will maximize the benefits of the engineered services provided by Rockwell Automation's Delivery Team.

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 (0.38), remained best in class in 2015 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 8 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](#).



1 Rockwell Automation Statement of Work

Rockwell Automation will provide hardware and engineering services needed to migrate the two (2) Centrifuge SLC's to a ControlLogix platform.

1.1 Basis for Statement of Work

The following details the information used as a basis for this Statement of Work.

- Email on 10/28/2016 from Shaw Montgomery of Rexel with attached PLC programs JS00164.RSS and JS00165.RSS

1.2 Solution Description

The solution provided will be based on Rockwell Automation's standard system and services deliverables.

Rockwell will provide the necessary ControlLogix hardware to replace the two (2) existing SLC 5/05 processors and associated 1746 hardware for the two (2) Centrifuge machines with ControlLogix processors and 1756 hardware as well as engineering services to convert the existing programs to function with the new hardware provided. Rockwell Automation will provide labor for the installation of the new components and provide installation/ start up support as part of this proposal (as included in Section 1.2.5.2 of this document).

1.2.1 Equipment

2	1756 Chassis 13 slots
2	85-265V AC Power Supply (5V @ 13 Amp)
2	ControlLogix L81E Controller with embedded Ethernet
2	10-30 VDC Isolated Output 16 Pts (36 Pin)
2	Analog Output - Current/Voltage 4 Pts (20 Pin)
4	Fast Analog 4 Cur/V Input - 2 Cur/V Output (36 Pin)
4	Analog Input Module, 8 Isolated Points, Current Sourcing and Voltage, 36 Pin
6	10-31 VDC Input 16 Pts (20 Pin)
6	N.O./N.C. Isolated Relay Output 8 Pts (36 Pin)

1.2.2 System Documentation

Rockwell Automation will provide the following:

- Final RSLogix 5000 Application

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1.2.3 Requirements Schedule

At release of order, City of Norman will provide:

- Current copies of SLC files

1.2.4 Delivery

Delivery is approximately 4 Weeks from acceptance of purchase order. Delivery based on availability/schedule at time of purchase and is subject to change.

1.2.5 Services

1.2.5.1 Factory Acceptance Testing

No Factory Acceptance Test (FAT) is included.

1.2.5.2 Start-Up Services

5 days of onsite installation and commissioning support of the Rockwell Automation-supplied control system.

1.2.5.3 Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Installation Engineering
- Installation work of any kind
- Full time site assistance during installation
- Structural, civil, piping, or mechanical designs and installation

1.2.5.4 Assurance Integrated Support Services

Included in this Statement of Work is one year of Rockwell Automation Assurance™ Integrated Support as described below.

Service Levels & Content Overview	Service Options
TechConnect - Phone Support	✓
Premium Knowledge Base Support	✓
Guaranteed Remote Support Response	Within 10 Minutes
Remote Support Access	24x7x365

Table 1: Assurance Integrated Support Services

For 12 months from the date the work is accepted, as defined in the Rockwell Automation Statement of Work, Customer will receive the following Assurance Integrated Support benefits:

- Customer will be provided with a single call access number to Rockwell Automation's support staff to assist Customer with its remote technical support needs associated with the Statement of Work provided hereunder.

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- A Rockwell Automation technical support professional will respond to Customer's call within a targeted time of 10 minutes and will assist in providing remote technical support, parts dispatch and/or field service engineer dispatch as further described below.
- Customer will have access to Rockwell Automation's on-line support information (Knowledgebase, Forums, Chat, Service Ticket Management and Ask a Question.)
- If a part included in Rockwell Automation's Statement of Work fails, Customer will return the failed part as instructed by Rockwell Automation, and Rockwell Automation will either repair and return the repaired part or, if Rockwell Automation determines that a replacement part is required, a replacement part will be sent to Customer.
- Rockwell Automation will provide on-site services if deemed appropriate by Rockwell Automation. If it is determined by Rockwell Automation that the non-conformance in the Statement of Work products provided by Rockwell Automation requires on-site services to resolve the issue, technical personnel will be dispatched at no additional fee. On-site services required for Statement of Work products after 12 months from acceptance will be billed to Customer on a time and expense basis.

1.3 Customer Responsibilities

1.3.1 Single Point of Contact

Customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

1.3.2 Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation and control system supplied to assist Rockwell Automation personnel.

1.3.3 Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this proposal.

1.4 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
A1	All aspects of mechanical, electrical and process safety are requirements of the customer.
A2	The functionality of any existing operator devices and machine-mounted devices is the responsibility of the customer.
A3	All mechanical work is to be installed and managed by the customer and their selected Mechanical Contractor.
A4	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.
	Clarifications
C1	Rockwell Automation is not responsible for network wiring modifications.

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C2	Extended warranties, training, additional engineering support and other services are available upon request and are not included in this proposal.
C3	Spare parts are not included in this proposal.
C4	The Statement of Work is valid for 30 days from date of issue.
C5	All documentation will be furnished in electronic format unless otherwise stated.
C6	No connections to 3rd party equipment are included in this proposal.
C7	Rockwell Automation is not responsible for electrical/mechanical adjustments, or changes/replacements to existing equipment required advancing the process into a production status. This includes system performance consulting and support of equipment supplied by others that affects the performance of Rockwell Automation supplied equipment.
C8	Rockwell Automation is a manufacturer of industrial control equipment that is component parts on machines or manufacturing systems designed by others. As the provider of control equipment or engineering services related to that equipment, Rockwell Automation's description of responsibility is limited to the individual controls of the system only. The overall performance and overall design of the machine or manufacturing system, including safety features and failure modes, are the responsibility of others and are not included in Rockwell Automation's description of work.
C9	Rockwell Automation is not responsible for the removal or protection from hazardous materials.
C10	This proposal does not include Customer specific requirements or on-site activities such as customer or site specific safety training, background checks, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at customer expense.
C11	The customer represents that all existing field devices that are in use or that are to be reused are in good working order and will be repaired or replaced by the customer when required. Repair and/or replacement of damaged field devices is not in Rockwell Automation's Statement of Work
C12	The control system supplied by Rockwell Automation is not specifically designed to meet any Safety Integrity Level in accordance with international standard IEC-61508. Accordingly it is therefore the responsibility of the customer to ensure that other measures - separate and distinct from the Rockwell Automation Statement of Work - are in place to ensure that the overall system operation is not impaired in the event of a failure of the Rockwell Automation control system.
C13	The safety system supplied by Rockwell Automation is designed to meet a Safety Integrity Level of SIL "x" in accordance with international standard IEC-61508. Accordingly the system has a very low but finite Probability of Failure on Demand (PFD). It is therefore the responsibility of the customer to ensure that other measures - separate and distinct from the Rockwell Automation Statement of Work - are in place to ensure that the overall system operation is not impaired in the event of a failure of the Rockwell Automation safety system.
C14	Customer is responsible for assuring a safe and secure work environment and for providing personal protection in connection with the work (including at the work site, transportation to and from the work site, and any necessary stay in the vicinity of the worksite in connection with work) at a safety.
C15	Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of the customer. The equipment will be stored at the customer's facility in a mutually agreed upon area. A secure and dry area is required.
C16	Additional hardware and/or software may be required and is not included in the Statement of Work.
Exceptions	
E1	No operator, maintenance or electrical training is included.
E2	Rockwell Automation is not supplying network media between enclosures, buildings and process areas.
E3	Repair or replacement coverage is excluded from Assurance Integrated Support for part damage or failure resulting from: (a) Customer's negligence or misuse of parts, or by reason of any other cause beyond Rockwell

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	<p>Automation's control, except ordinary wear and tear, (b) acts of God, foreign matter contamination, equipment misuse or abuse, power deviations/spikes, and/or (c) unauthorized servicing by any party other than Rockwell Automation or its authorized representatives.</p> <p>If it is determined that Rockwell Automation performed repair or replacement services for parts excluded from Assurance Integrated Support coverage, Rockwell Automation reserves the right to invoice Customer for reasonable labor, travel and living expenses and material as required, in accordance with Rockwell Automation's current published prices in effect when the work was performed.</p>
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Table 2: Assumptions, Clarifications and Exceptions

1.5 Rockwell Automation Commitment for Sales Through Distribution

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

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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 \$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.

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(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

[Distributor]'s price is based on the Statement of Work set forth in Section 1 above. All prices are in US Dollars. Proposal is valid for 30 days from date of issue.

TOTAL PRICE: \$ 59,860.00

Additional on-site Start-Up/Commissioning Services are offered on an hourly basis at the start-up service rate in effect at the time the service is provided. The standard (Monday - Friday, first 8 hours/day) field service rate is the rate shown below plus all travel and living expenses. Overtime (in excess of 8 hours/day) and Saturday (all hours) rates are one and one-half times the stated standard field service rate. Sunday and Holiday (all hours) rates are two times the stated standard field service rate. Travel time to and from the jobsite is billed at the stated standard travel rate. Transportation, auto rental, lodging, meals, phone, and

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miscellaneous expenses are billed at cost plus a 10% administrative handling fee. Auto mileage (local service) is billed at \$0.75/Mile. The minimum billing charge for field service work is four hours at the appropriate base rate plus expenses.

Current Standard Labor Rate: \$ 225.00 per Straight Time Hour
Current Standard Travel Rate: \$ 190.00 per Straight Time Hour

2.2 Invoicing Schedule

Invoicing milestones are detailed below.

* Final customer acceptance of the system is considered received if (1) the system operates as sold, (2) Customer notifies Rockwell Automation of final acceptance, (3) start-up is complete, or (4) 60-days from the start-up.

2.3 Purchase Order Instructions

Send PO to:

Rexel Oklahoma City
5200 SW 36th ST#500
Oklahoma City, OK 73179

2.4 Distributor Terms and Conditions of Sale

All sales transactions are subject to credit approval. Any quotation and all transactions with Rexel are conditioned upon Rexel's Terms and Conditions of Sale located at <http://www.rexelusa.com/terms>.
Quotation is valid for 30 days after the date of issue unless otherwise specified with the exception of commodity items. Quotation for commodity items is valid for the day of the quote only unless otherwise specified. All amounts quoted do not include state, local or municipal taxes of any kind. Applicable sales tax will be added at the time of sale.