

STANDARD TERMS AND CONDITIONS OF SALE FOR SECURITY AS A SERVICE

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

2. PRICING & PAYMENT. Prices and payment terms are for Services. Buyer acknowledges and agrees that Buyer cannot terminate or cancel its obligation to make payments under this Agreement for any reason. Buyer has an absolute, unconditional, non-cancellable and nonrefundable obligation to make all payments, which is not subject to any set-off, recoupment, claim, force majeure event, counterclaim, adjustment, reduction or defense for any reason; provided that nothing contained herein shall prevent Buyer from asserting a separate claim or request a rebate of monies paid upon the occurrence of a material default by Siemens. The price for Services shall be as stated in Siemens' proposal. The first payment shall be due Siemens within thirty (30) calendar days following issuance of the Certificate of Final Acceptance.

(a) Payment - All payments for Services ("Service Payments") are due net thirty (30) days from the invoice date in United States Dollars. Siemens shall invoice Buyer upon Final Acceptance and continuing through the term of this Agreement.

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

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

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

(e) Disputed Invoice - If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within seven (7) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension Right - Siemens may suspend Services if an undisputed invoice is more than fifteen (15) days past due.

3. SERVICES BY SIEMENS. Siemens will perform the Services and provide for the use of the Equipment expressly described in this Agreement and shall do so at the site(s) identified in this Agreement ("Site"). The Services performed by Siemens shall be conducted in a workmanlike manner.

(a) Siemens shall perform the installation and other on-site maintenance and repair components of the Services during its normal hours, Monday through Friday inclusive, excluding holidays, unless otherwise agreed herein. Buyer shall make the Site available so that the Services may proceed in an efficient manner. Any security monitoring services shall be performed as defined in the Proposal and the Monitoring Service Information Form completed by Buyer.

(b) Following Final Acceptance, Siemens is not required to conduct safety, reacceptance or other tests, install new devices or equipment or make modifications to any Equipment unless expressly made a part of the Services identified the proposal

or this Agreement. Any Buyer request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by the Parties.

(c) Siemens shall be responsible for any portion of the Services performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractor of the Buyer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to the Buyer or to others.

4. INSTALLATION; FINAL ACCEPTANCE. The Equipment will be installed by Siemens at Buyer's Site. Following the completion of the installation, Siemens will provide a Certificate of Completion which will identify the work as complete. Buyer shall have ten (10) days within which to execute and return the Certificate of Completion and return the same to Siemens (the "Acceptance Period"). If, within the Acceptance Period, the Buyer fails to sign the Certificate of Completion, and, within the same period the Buyer does not deliver to Siemens written notice identifying the items that Buyer believes were not completed or corrected, then the Buyer will be deemed to have agreed to and signed and returned the Certificate of Completion.

If during the Acceptance Period, Buyer provides Siemens with a written objection to executing the Certificate of Final Completion and in such written objection identifies the reasons for its decision not to execute the Certificate of Final Completion, the Parties shall meet and attempt to resolve any such objections in good faith. To the extent that such resolution requires Siemens to perform additional services relevant to the applicable installation, Siemens shall perform such services to correct the cause of the objection to the Site(s). Upon completion of the additional services, Siemens shall submit to the Buyer for execution a revised Certificate of Final Completion.

Any disputes concerning a Certificate of Completion not resolved among the parties shall be resolved by submitting the issue to a third party professional engineering firm and which is reasonably acceptable to both Siemens and Buyer. The determination of this firm with respect to the Certificate of Completion will be final and binding upon the Parties. Each party shall share equally the costs or fees for such firm in connection with such dispute resolution process.

5. EQUIPMENT COVENANTS. Siemens will be installing certain Equipment deemed necessary by Siemens to perform the Services. At all times Siemens shall have title to the Equipment and no right, title or interest in the Equipment shall pass to Buyer other than, conditioned upon Buyer's compliance with and full performance of all its obligations under this Agreement, the right to possess and use the Equipment during the term of this Agreement. Buyer agrees not to sell, assign, lease, pledge or otherwise encumber any interest in the Equipment. Buyer shall not remove the Equipment from the Site.

6. DEFAULT, TERMINATION AND REMEDIES. In the event that: (i) any payment due from Buyer remains more than 30 days past due, (ii) Buyer or any guarantor of Buyer's obligations hereunder ("Guarantor") becomes insolvent, its business is dissolved or otherwise ceases, it assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or one of these events occurs for any guarantor of Buyer's obligations to make payments, or (iii) there is an event of default by Buyer under this Agreement, Siemens may exercise any one or more of the following remedies (which remedies shall be cumulative, and may be exercised simultaneously, in each case to the extent permitted by law): (A) terminate this Agreement; (B) by written notice to Buyer, as liquidated damages for loss of a bargain and not as a penalty, declare the following Termination Payment as immediately due and owing: seventy-five percent (75%) of the total Service Payments for the remaining terms of this Agreement as of the date of Siemens notice ("Termination Payment"). The Termination Payment shall be calculated based on the payment period immediately following the date of such notice immediately due and payable; (C) demand and Buyer shall return the Equipment to Siemens; (D) secure peaceable repossession and removal of the Equipment by Siemens or its agent without judicial process, and in the event of either (C) or (D), Buyer shall pay all expenses in connection with the Equipment relating to its return, deinstallation, repossession and similar actions; and (E) exercise any other right or remedy that Siemens may have under applicable law. Buyer agrees to pay all of Siemens's costs and expenses of enforcing Buyer's rights and remedies hereunder, including without limitation reasonable attorneys' fees.

7. RISK OF LOSS AND SCHEDULE. Services shall be performed at Buyer's Site. Risk of loss of or damage to Buyer's equipment and the Equipment, shall remain exclusively with Buyer at all times during this Agreement. Buyer shall give Siemens prompt notice of any damage to or loss of any Equipment or of any occurrence arising from the possession, use or operation of the Equipment resulting in death or bodily injury, or damage to property. In the event of damage to any

item(s) of Equipment, the Buyer shall immediately place such item(s) in good repair (with no abatement of the Service Payment), with the insurance proceeds of any insurance recovery applied to the cost of such repair. Should any item(s) of Equipment become lost, stolen, destroyed, worn out, damaged, beyond repair, condemned, confiscated, seized or requisitioned (herein "Event of Loss"), the Buyer shall, at the option of Siemens, either (i) replace the same with like Equipment in good repair (with no abatement of the Service Payment) and ensure that Siemens acquires good title to such replacement equipment, or (ii) if such Event of Loss occurs with respect to all or substantially all of the Equipment, pay to Siemens the entire Termination Payment then due and owing as of the date of Event of Loss, plus all past due and unpaid Service Payments and other payments due and unpaid through the Event of Loss relating to such items, where upon payment of such amount by the Buyer and satisfaction of all other obligations of the Buyer under this Agreement, Siemens shall abandon the Equipment to the Buyer, whereupon title to such equipment shall immediately vest in the Buyer and the Buyer shall be solely responsible for the disposal or other disposition of the Equipment, including any costs, expenses or liabilities arising out of same and this Agreement shall terminate.

For the Initial Term and any extension thereof, the Buyer, at its expense, shall maintain comprehensive general liability insurance and "all risks" property insurance with respect to the Equipment (as primary insurance for the Buyer and Siemens), both in such amounts as Siemens shall require, except that such property insurance shall be an amount at least equal to the unpaid aggregate balance of the remaining Service Payments due to be paid by the Buyer under this Agreement and such insurance shall be placed with carriers acceptable to Siemens. The liability insurance policy shall name Siemens (and its successors and assigns) as additional insured and the property insurance shall name Siemens (and its successors and assigns) as loss payee to the extent its interest may appear, and both policies shall provide that they may not be cancelled or altered without at least thirty (30) days prior written notice to Siemens. The Buyer irrevocably appoints Siemens (and its assigns) its agent and attorney-in-fact for the purpose of adjusting and settling any property insurance hereunder and endorsing in the Buyer's name any instruments or payments received in respect thereof. The Buyer shall furnish to Siemens within thirty (30) days (or sooner if requested by Siemens) of delivery of the Equipment, a certificate of insurance that such coverage is in effect, however, Siemens shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise the Buyer in the event that such insurance coverage does not comply with the requirements hereof.

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

8. CANCELLATION AND RENEWAL. Except for Siemens right to terminate in accordance with this Agreement, this Agreement is non-cancellable during the Initial Term. Thereafter, either party may terminate this Agreement effective at the end of the Initial Term or at the end of a renewal period by giving the other party at least sixty (60) days prior written notice of its intent to cancel the Agreement. In the absence of written notice received by either party within the period defined in this Article 8, upon the expiration of the Initial Term, this Agreement shall automatically renew for consecutive annual periods unless otherwise terminated by either of the parties in accordance with this Agreement.

9. FORCE MAJEURE / DELAYS / CHANGED CONDITIONS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 60 days in the aggregate, Siemens may terminate the Agreement and upon such termination Buyer shall remit to Siemens the applicable Termination Fee. For the avoidance of doubt, failure to pay shall not constitute a force majeure delay.

As the Equipment is installed and Services performed, Site conditions may change or circumstances outside Siemens reasonable control (including changes of law) may develop which requires Siemens to expend additional costs, effort or time to install the Equipment and perform the Services, in which case Siemens will notify Buyer and an equitable adjustment will be made to the Service Payments and time for performance. In the event conditions or circumstances require Services to be suspended, Buyer shall continue to make Service Payments to Siemens during any suspension and, in the event conditions or circumstances require the termination of Services, the applicable Termination Payment shall be immediately due Siemens.

10. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include:

- (a) Designating a contact person with authority to make decisions for Buyer regarding installation of the Equipment and providing Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at the Site will be deemed authorized by Buyer, and Siemens will, in its reasonable discretion, act accordingly;
- (b) Supplying all necessary access to Equipment;
- (c) Permitting Siemens to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Service;
- (d) Where applicable, providing access to all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens);
- (e) Supplying all documents, relevant financial information, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation;
- (f) Complying with all laws and providing any notices required to be given to any government authorities in connection with the Services, except those Siemens has expressly agreed in writing to give;
- (g) Providing access to the Site as reasonably required by Siemens for the performance of the Services and supply of the Equipment. Siemens shall be entitled to issue a change order for an equitable adjustment in the Service Price and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement;
- (h) Maintaining the Site in a safe condition, notifying Siemens promptly of any site conditions requiring special care, and providing Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Services;
- (i) Furnishing to Siemens any contingency plans related to the Site; and
- (j) Furnishing the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power for the Services and Equipment; telephone lines, capacity and connectivity as required by the Work; and heat, light, air conditioning and other utilities for the Work.

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

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

12. WARRANTY. (a) For the Initial Term, Siemens warrants that it will perform the Services in a professional and workmanlike manner and shall repair or replace non-performing Equipment. If the Services fail to meet the warranty standards set forth in this Article 12(a) within the Initial Term, and Buyer promptly reports such non-conformance to Siemens during the Initial Term, Siemens shall at its sole discretion and expense elect to: (i) re-perform the relevant Services; (ii) repair or replace the non-performing Equipment; or (iii) refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services (the "Warranty").

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

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

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

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

(e) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to re-performance of the non-conforming portion of the Services, repair or replacement of the non-conforming Equipment within a reasonable time period, or refund of all or part of the purchase price. The warranty on re-performed Services is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) transportation to and from the Siemens factory or repair facility; and (ii) damage to Equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 12(b) or from their deteriorated condition.

(f) THE WARRANTIES IN THIS ARTICLE 12 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 16 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

13. BUYER REPRESENTATIONS, WARRANTIES AND COVENANTS. Buyer further represents, warrants and covenants as follows: (i) it is duly and solely organized, validly existing and in good standing under the laws of its state of organization; (ii) the execution, delivery and performance by Buyer of this Agreement and all other related instruments and documents will not violate any governmental statute or regulation, or conflict with or result in any breach, default or violation of the organizational documents of Buyer or any judgment, order or decree to which Buyer or its property is subject; (iii) the execution, delivery and performance by Buyer of this Agreement and all other related instruments and documents have been duly authorized by all necessary organizational action; (iv) Buyer shall furnish Siemens with (and cause any Guarantor to furnish) its annual and such interim financial statements as Siemens shall request, certified and audited (if available), together with officer's certificates, opinions of counsel, resolutions and such other information and documents as Siemens may reasonably request; (v) all financial statements and other related financial information furnished by Buyer or any Guarantor shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly present, in all material respects, Buyer's and any Guarantor's financial position and results of its operations as of the dates given on such statements; (vi) this Agreement and the terms and conditions herein are enforceable in accordance with their terms, shall be effective against all creditors of Buyer under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; and all information (taken as a whole) furnished by or on behalf of Buyer in connection with this Agreement is, and shall be, true and accurate in all material respects on the date such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect; (vii) there are no pending or threatened actions or proceedings before any court, administrative agency or other dispute resolution forum that could have a material adverse effect on Buyer, this Agreement or the transactions hereunder; and (viii) Buyer shall provide Siemens with written notice at least thirty (30) days prior to changing its legal name, address, identity, state of organization, organizational structure, organizational identification number (if applicable) or social security or taxpayer identification number (as applicable). Buyer shall promptly execute and

deliver to Siemens such further documents and take such further action as Siemens may reasonably request in order to more effectively carry out the intent and purpose of this Agreement.

14. DISPOSITION OF EQUIPMENT. Upon termination or Buyer default of this Agreement, Siemens shall have the right and sole option with regard to the Equipment to: (i) remove the Equipment at its expense; and/or (ii) have the Equipment returned, at Buyer's expense, at such location within the United States as designated by Siemens; and/or (iii) to sell the Equipment in place at the Site, or (iv) to abandon the Equipment in place at the site. If Siemens abandons the Equipment in place, title to such Equipment shall immediately vest in the Buyer and the Buyer shall be solely responsible for the disposal or other disposition of the Equipment, including any costs, expenses or liabilities arising out of same.

15. NO LIABILITY FOR SITE REPAIR. The Buyer hereby acknowledges that the removal of the Equipment by Siemens may result in the Buyer having to replace the Equipment with an alternative system. Except for claims arising out of negligence or willful misconduct on the part of Siemens, the Buyer hereby waives any and all claims that it may have against Siemens arising or that could arise from the removal of such Equipment and this waiver shall survive termination of this Agreement.

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

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

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 16 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 16 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

FOR THE AVOIDANCE OF DOUBT, IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 12, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

17. INTELLECTUAL PROPERTY.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Services and Equipment constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall

not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so its use is non-infringing.

Siemens will have no duty or obligation under this Article 17 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 17.

THIS ARTICLE 17 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

18. CONFIDENTIALITY.

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

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

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

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

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

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

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

22. MODIFICATION OF TERMS. This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

23. ASSIGNMENT. Buyer may not assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of Siemens. Siemens may, without notice to or consent from Buyer, assign all of or part of its right, title and interest in and to the Equipment, payments (in whole or in part) and other amounts due under this Agreement. Buyer agrees that such assignee shall have all of the rights but none of the obligations of Siemens under this Agreement including without limitation, any obligations for the Services to be provided under this Agreement by Siemens. **The rights of the assignee shall not be subject to any claim, recoupment claim, defense or setoff that Buyer may have against Siemens.** Siemens may grant a security interest in this Agreement without Buyer's consent.

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

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

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

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

(a) Buyer's Insurance

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

(2) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of this Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance

which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

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

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

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

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

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

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

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

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

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens

harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

31. ASBESTOS

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

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

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

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

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

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 31. Without limiting its other rights and remedies, Siemens (A) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 31, and (B) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

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

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

(e) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 31.

32. THIRD PARTY PARTS

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

The following additional terms and conditions for Monitoring Services are applicable only to the Monitoring Services identified in the Proposal ("MS") and supplements and modifies the Standard Terms and Conditions of Sale for Si-Cloud as a Service with the following additional Articles:

MS Article 1: Definitions

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

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

MS Article 2: Alarm Monitoring and/or Notification Service

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

MS Article 3: Signal Response

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

MS Article 4: Requirements of Buyer

4.1 The following are additional requirements of Buyer:

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

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

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

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

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

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

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

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

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

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

MS Article 5: Termination

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

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

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

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

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

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

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

