

SIEMENS STANDARD TERMS AND CONDITIONS

Fire and Life Safety Services Addendum

The terms and conditions of this Addendum are applicable only to the Fire and Life Safety (“FLS”) services identified in the Proposal and supplements the Standard Terms and Conditions with the following five (5) paragraphs (the terms “Work” and “Service” are used interchangeably to reference what Siemens is providing to the Buyer as detailed in the Proposal):

FLS 1. If the FLS Equipment that is to be serviced under this Agreement fails to comply with all applicable codes or if removal of any item of Equipment from coverage would compromise or impair the integrity or the compliance with law applicable to such FLS Equipment, and the Buyer fails to take all necessary corrective action to achieve compliance, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

FLS 2. To the extent that Work on a FLS system is included, the FLS system will be tested and inspected as set forth in the current edition of the National Fire Protection Association (“NFPA”) guidelines) or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Buyer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Buyer’s specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

FLS 3. Buyer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens notifies Buyer that such system is operational or the emergency has been cleared. Buyer’s actions shall include all appropriate interim safety precautions (such as a manual “fire watch”). Siemens shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

FLS 4. The Buyer’s sole remedy for any and all claims, losses or expenses arising from, or caused by, the failure of a Siemens installed FLS system to operate properly shall be limited to the same remedy as the Buyer’s sole remedy for a defective non-conforming FLS system provided hereunder which shall be in accordance with the warranty terms contained in this Agreement.

FLS 5. The following paragraph applies when a Part 90 Signal Booster (Bi-Directional Amplifier) is included in the Agreement:

Siemens limits its services to installation and certain inspection and recertification services. Siemens does not offer FCC compliance services. FCC rules require Part 90 Signal Boosters to be registered by “licensees” or “operators” of these devices. The term “licensee” refers to the legal licensee of the wireless frequency. The “operator” of a signal booster is typically the building owner. The FCC’s rules and orders also allow third parties, such as vendors, to register the devices. Regardless of what entity registers a Part 90 Signal Booster, the entity that registers the device is responsible for all FCC compliance for that device. Compliance responsibilities include, but may not be limited to, receiving complaints that the signal booster causes impermissible interference and working with other spectrum licensees to resolve any such interference. Siemens will not register Part 90 Signal Boosters on behalf of the Buyer; however, upon request, Siemens will provide informational assistance to the Buyer to register the Signal Booster with the FCC.