

SIEMENS STANDARD TERMS AND CONDITIONS
Standard Terms Addendum for UBM and/or Energy Procurement Services

The terms and conditions of this Addendum for Utility Bill Management Services (“UBMS”) and/or the Energy Procurement Analysis and Recommendation Services (“EPS”) are applicable only to the Utility Bill Management Services (“UBMS”) and/or the Energy Procurement Analysis and Recommendation Services (“EPS”) identified in the Proposal (“ODB&P”) and supplements the Standard Terms and Conditions with the following Articles:

UBMS-EPS Article 1: Definitions

UBMS-EPS1 The terms “Facility” and “Facilities” shall mean the location(s) identified in the Proposal which shall be the subject(s) of the Procurement Analysis and Recommendation, Utility Bill Management, Energy Use Management, Facility Operation Analysis, and/or Proactive Improvement Implementation.

UBMS-EPS Article 2: Buyer Obligations

UBMS-EPS2.1 Siemens will provide Buyer within thirty (30) days of Agreement execution with a questionnaire form and other information necessary to setup Buyer for receiving these services. Buyer will provide Siemens with the following: (a) a completed questionnaire for each of the Facilities which will include energy supply requirement details; (b) a legible copy of one recent, representative invoice for each specific energy or utility account (each an “Account”); (c) a signed letter of authorization in the form of Attachment UBMS-EPS-2.1 attached hereto; and (d) all other relevant Account information Siemens may reasonably request.

UBMS-EPS2.2 Buyer will promptly notify Siemens of any changes in Facility operations that will materially affect energy costs or energy supply requirements that may impact Siemens services.

UBMS-EPS2.3 Buyer will also promptly provide Siemens all other information Siemens reasonably requests during the Term of the Agreement.

UBMS-EPS2.4 Failure by Buyer to fulfill any of the Responsibilities of Buyer will not absolve Buyer of its payment obligation.

UBMS-EPS Article 3: Siemens Obligations

UBMS-EPS3.1 Siemens will not verify the accuracy of and will not be responsible for inaccurate or incomplete utility account integration information received from Buyer. If applicable, Buyer acknowledges that Procurement Analysis and Recommendation Services will only commence after Siemens receives the completed energy supply information in the form and format as in UBM-EP 2.1 attached, and the parties have determined that sourcing opportunities are available that meet Buyer’s needs and requirements.

UBM-EPS3.2 Siemens will only be obligated to commence the services set forth herein when it receives the information as identified in UBMS-EPS 2.1.

Attachment UBMS-EPS-2.1

Form of Letter of Authorization

THIS TO BE PRINTED ON COMPANY LETTERHEAD

To Whom It May Concern:

This letter gives Siemens Industry, Inc. and, if applicable, its subcontractors or consultants, the authority to discuss, receive and transmit data, and negotiate account matters including, but not limited to: rates and rate changes, contracts, historical information, address of record changes, and/or errors in billings or account condition. Rate changes and/or contractual paperwork should be submitted to Siemens and/or its partners for submittal to [Buyer Name]. Only contracts signed by an officer/manager of [Buyer name] will be considered valid.

Please direct all negotiations and communications to:

Siemens Industry, Inc.
Smart Infrastructure
P.O. Box 211788
Columbia, SC 29221

Best Regards,

[Title]
[Buyer name]