

DocuSign City Council Transmittal Coversheet

PSA	7104
File Name	DEC Emissions System and Spares
Purchasing Contact	Lori Hewell
City Council Target Date	July 16, 2019
Piggy Back Option	Not Applicable
Contract Expiration	July 16, 2021
Ordinance	19-1597

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND WARTSILA NORTH AMERICA INC.
(CONTRACT 7104)**

THIS CONTRACT is made and entered into this date 7/16/2019, by and between Wartsila North America, Inc., a Maryland corporation, whose address is 11710 North Gessner Road, Suite A, Houston, Texas 77064, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products and/or services in accordance with the City's document Sole Source No. 7104, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) Master Services Agreement- Including Exhibits A-D of the Master Service Agreement (**Exhibit "B"**);
- (c) Contractor's Quotation (**Exhibit "C"**);
- (d) Certificate of Interested Parties Electronic Filing (**Exhibit "D"**);
- (e) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "E"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Supplier acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.* Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. *By signing this agreement, Supplier certifies* Contract # 7104

that Supplier's signature provides written verification to the City that Supplier, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

THIS AGREEMENT HAS BEEN BOTH REVIEWED AND APPROVED as to financial and operational obligations and business terms.

DocuSigned by: Terry Naulty
Terry Naulty
SIGNATURE PRINTED NAME

Assistant General Manager

TITLE

Denton Municipal Electric

DEPARTMENT

APPROVED AS TO LEGAL FORM: AARON LEAL, CITY ATTORNEY

DocuSigned by: Mack Peinward
BY: Mack Peinward

ATTEST: ROSA RIOS, CITY SECRETARY

DocuSigned by: Rosa Rios
BY: Rosa Rios

CONTRACTOR

DocuSigned by: Scott Hannen
BY: Scott Hannen
AUTHORIZED SIGNATURE

Date: 7/1/2019

Printed Name: Scott Hannen

Title: Account Manager

337-849-3481

PHONE NUMBER

scott.hannen@wartsila.com

EMAIL ADDRESS

2019-511397

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by: Todd Hileman
BY: Todd Hileman
TODD HILEMAN
CITY MANAGER

Date: 7/17/2019

Exhibit A
Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$287,096.

Master Service Agreement v 2.2 – May 2015

MSA No. 7104

MASTER SERVICE AGREEMENT

BETWEEN

THE CITY OF DENTON, TEXAS

AND

WÄRTSILÄ NORTH AMERICA INC.

Project:	[name]
Customer:	[name]
Revision:	[dd] [mm] [yyyy] / [version number]

Contract #7104

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into effective as of _____, 2019 (“Effective Date”), by and between the City of Denton, Texas (“Purchaser”), and Wärtsilä North America Inc. (“Contractor”) and, together with Purchaser, each a “Party” and together the “Parties”. Capitalized terms not otherwise defined have the meaning set forth in Exhibit A.

COMMERCIAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT/PURCHASE ORDERS FOR SERVICES

A. Purchase Orders.

- i. Contractor shall provide Services to Purchaser during the Term of this Agreement, as agreed upon in each Purchase Order. Subject to Section 1.A.ii below, each request for Services shall be made by Purchaser in writing pursuant to a Purchase Order substantially similar to the form attached hereto as Exhibit B (“Purchase Order”). Contractor shall provide the Services set forth in the Purchase Order on such terms as shall be mutually agreed upon therein. Contractor’s acceptance of a Purchase Order shall be accomplished by Contractor’s written acknowledgment of such Purchase Order. All Purchase Orders, and Contractor’s performance of Services thereunder, are subject to the terms and conditions of this Agreement, including the General Terms and Conditions set forth in Exhibit A, which form an integral part of this Agreement. This Agreement shall control in the event of any ambiguity, conflict or inconsistency between this Agreement and the Purchase Order.
- ii. In the event of an emergency causing an immediate or imminent threat to Purchaser’s Facility, operations, or personnel, Purchaser may issue a verbal Purchase Order to Contractor if Contractor is willing or able to accept such an order. In such event, Purchaser shall promptly submit a written Purchase Order following the issuance of any such verbal Purchase Order.

- B. No Minimum Commitment. Nothing herein shall obligate Purchaser to request Services from Contractor and Contractor shall be compensated only for such Services as Contractor actually performs at the request of Purchaser via a Purchase Order.

2. COMPENSATION, PAYMENTS AND INVOICING

Compensation. As compensation for the performance of the Services, Purchaser shall pay Contractor in accordance with the method of payment set forth in the applicable Purchase Order, which shall be either a lump sum method (“Lump Sum”), a time and materials method (“Time and Materials”) or an alternative mutually agreed upon method of payment set forth in the applicable Purchase Order as confirmed by the Contractor; provided that, in the event the Parties do not agree on the Lump Sum or alternative payment method, the Time and Materials method shall be used. Additionally, the Contractor may require certain portions or all of the compensation applicable for a particular Purchase Order to be paid in advance.

Lump-Sum. If the compensation to Contractor is based on a Lump Sum payment method, then such Lump Sum amount shall be set forth in the applicable Purchase Order, as expressly confirmed in writing by the Contractor, describing the Services to be performed.

Time and Materials.

- i. If the compensation to Contractor is based on a Time and Materials payment method, then Purchaser shall reimburse Contractor for the costs, fees and expenses incurred (collectively, "Fees and Expenses"), including but not limited to:
 - a. The number of hours worked by Contractor, its employees and/or Subcontractors performing the Services multiplied by the applicable hourly rates; and
 - b. Contractor's reasonable expenses related to or attributable to the Services, such as reasonable travel and lodging expenses, supplies, reproduction and equipment rental, if necessary, for performance of the Services, mileage, Materials or such other charges as documented by the Contractor.
- ii. In the event the Parties have agreed to specific rates which apply to a Time and Materials payment method, such rates shall be set forth in the Rate Schedule attached as Exhibit D, which shall be updated by Contractor from time to time, at a minimum, once per calendar year.

3. INVOICING AND PAYMENT

Invoicing. Contractor shall use reasonable efforts to submit invoices to Purchaser for Services performed on a monthly basis for all Services performed by Contractor during the prior month. Each invoice (i) shall identify the Purchase Order number and shall include sufficient line item detail for Purchaser to reasonably verify the basis of the charges, including the Services performed and applicable quantities and pricing of Materials, if separately priced and (ii) shall be accompanied by any supporting information or documentation reasonably requested by Purchaser. Invoices submitted for Fees and Expenses charged on an hourly basis shall be supported by documents, time sheets or such other reasonable documentation showing description, date and location of Services performed. Invoices submitted for Fees and Expenses charged as allowable expenses shall be supported by copies of the actual receipts forming the basis of reimbursement. Furthermore, Applicable Taxes or similar fees paid by Contractor on behalf of Purchaser shall be invoiced and supported by reasonable documentation.

Payment. Payment terms are net thirty (30) days from Purchaser's receipt of an invoice unless otherwise specified in the Purchase Order. In the event of a dispute regarding any invoice submitted by Contractor: (i) all amounts not disputed shall be paid by Purchaser as required by this Section 3, (ii) Purchaser shall promptly (but in any event within ten (10) days) notify Contractor in writing of any such dispute, and (iii) payment of any withheld and disputed amount shall be made within ten (10) days following resolution of the dispute.

4. INSURANCE

During the Term of this Agreement, each of Contractor and Purchaser, at its sole cost and expense, shall procure and maintain insurance coverage with the coverages and conditions set forth in Exhibit C.

5. TERM OF AGREEMENT/TERM OF PURCHASE ORDERS

Except as otherwise provided herein, this Agreement shall commence on the Effective Date and shall remain in effect for an initial period of two (2) years (the "Initial Term"). Thereafter, the Parties may agree to renew the Agreement in writing on a year to year basis and remain in effect (each renewal being a "Renewal Term") until (i) the end of the Renewal Term or (ii) the Agreement is terminated by either Party in accordance with the applicable termination provisions of this Agreement. Purchase

Orders shall commence and continue in effect until final completion of the Services or termination by one of the Parties in accordance with the applicable termination provisions of this Agreement.

6. NOTICES

Statements and reports required of Contractor hereunder shall be addressed to the individual designated on the particular Purchase Order. Invoices and Notices required of the Parties herein shall be addressed to the address set forth below or as otherwise provided in writing by one Party to the other:

Contractor	Purchaser
Wärtsilä North America Inc. Attention: Scott Hannen 11710 N. Gessner Rd, Suite A, Houston, TX 77064 Facsimile No.: 281-233-6233 Phone No.: 281-233-6200	Denton Energy Center Attention: Jason Brown 8161 Jim Christal Road Denton, TX 76207 Phone No.: 806-786-5572

7. ENTIRE AGREEMENT

This Agreement, together with all Exhibits referenced herein and Purchase Orders executed by the Parties, constitutes the entire agreement between the Parties in relation to the Services and supersedes all prior agreements, understandings and commitments, whether oral or in writing, between the Parties. This Agreement may not be amended or modified in any manner except by a written document signed by both Parties that expressly amends this Agreement. All additional and/or conflicting terms and conditions that may appear on written documents including Purchase Orders, service order tickets, or invoices shall be null and void.

8. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.

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EXHIBIT A – MASTER SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

A.1. DEFINITIONS

As used in this Agreement, the following terms and expressions shall have the following meanings:

- A. "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For purposes of this definition, "control" shall mean ownership, directly or indirectly, of either the outstanding voting stock of the controlled Person or any other ownership interest in the controlled Person if such interest has, directly or indirectly, the power to direct or cause the direction of the management and policies of such relevant Person.
- B. "Applicable Law" means all applicable laws, regulations, ordinances, statutes, codes, regulations and other rules, as amended, of any international, federal, state, municipality, territory, parish, county, local government or political subdivision thereof or any other duly constituted public authority having jurisdiction over the Parties, the Facilities or the performance of the Services.
- C. "Applicable Taxes" shall have the meaning set forth in Section A.17.B of this Agreement.
- D. "Arbitration Rules" shall have the meaning set forth in Section A.20 of this Agreement.
- E. "Change Order" means a written authorization agreed to and/or signed by Purchaser and Contractor, regarding a deletion or modification to a Purchase Order.
- F. "Change of Law" means the coming into force or enacting after the Effective Date of (i) any new Applicable Law, (ii) any reform, modification or revocation of any Applicable Law or official interpretation of such Applicable Law, (iii) the adoption of a new official interpretation of any Applicable Law, or (iv) the issuance of resolutions or other administrative acts by a competent Governmental Authority which changes the nature, application or interpretation of the Applicable Law in force as of the Effective Date.
- G. "Claims" means all liabilities, judgments, costs (including court costs, reasonable attorneys' fees and costs of investigation), losses, fines, penalties, expenses, damages, claims, suits, disputes and demands.
- H. "Confidential Information" shall have the meaning set forth in Section A.15.A of this Agreement.
- I. "Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.
- J. "Event of Default" shall have the meaning set forth in Section A.11.A of Exhibit A.
- K. "External Cybersecurity Threat" means any threat, act, attack or other incident which negatively affects the reliable workings of the Contractor Provided Equipment, which originated outside of the physical site housing the Contractor Provided Equipment.
- L. "Facilities" means the facilities, site and/or location where the Services are performed.
- M. "Fees and Expenses" shall have the meaning set forth in Section 2.C.i of this Agreement.

- N. "Force Majeure" means any event or circumstance or combination of events and circumstances that is beyond the reasonable control of a Party and not due to its fault or negligence and could not have been avoided by the exercise of reasonable due diligence by the Party claiming to be excused; such events or circumstances include but are not limited to: drought, fire, severe storms, floods, tsunami, lightning, explosions, tornadoes, hurricanes, earthquakes, landslides and other acts of God or catastrophic natural events, war, riots, civil disturbances, terrorist attacks, revolts, insurrections, sabotage, strikes and other labor disputes, commercial embargoes, epidemics or quarantine restrictions, failure of a subcontractor to provide manpower, materials or goods caused by an event that qualifies as Force Majeure, Changes in Law, expropriation or confiscation, or action, inaction, or restraint of a Governmental Authority, including but not limited to denial or failure to grant required permits, licenses or authorizations.
- O. "Governmental Authority" means any international, federal, state or local government or other political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other entity thereof having proper jurisdiction over the Facility or the Parties.
- P. "Indemnified Party" and "Indemnifying Party" shall have the respective meanings set forth in Section 9.C.
- Q. "Initial Term" shall have the meaning set forth in Section 5 of this Agreement.
- R. "Insolvency Event" means the Party (i) makes a general assignment for the benefit of its creditors; (ii) commences a proceeding under applicable bankruptcy law or other Applicable Law for the relief of debtors; (iii) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts; (iv) the appointment of a trustee, custodian, conservator, receiver or similar official for it, or for a substantial part of its property; (v) becomes insolvent or is unable to pay its debts as they become due; or (vi) has instituted against it any involuntary bankruptcy, reorganization, debt arrangement, or other proceeding under any applicable bankruptcy, insolvency or other similar law for the relief of debtors or any dissolution or liquidation proceeding, which is not dismissed or stayed within forty-five (45) days after it is commenced.
- S. "Internal Cybersecurity Threat" means any threat, act, attack or other incident which negatively affects the reliable workings of the Contractor-Provided Equipment, which originated inside of the physical site housing the Contractor-Provided Equipment.
- T. "Improper Service Work" means any act or failure to act which contradicts the OEM-recommended maintenance, configuration and advisable operations resulting in detrimental reliability or increased possibility of failure.
- U. "Lump Sum" shall have the meaning set forth in Section 2.A of this Agreement.
- V. "Materials" means all materials, parts and/or goods provided to Purchaser or incorporated into the Facility as part of the Services.
- W. "Notice" means all notices, consents, approvals, certifications, requests, demands and authorizations.
- X. "Person" means an individual, corporation, limited liability company, partnership, joint venture, unincorporated organization or any other legal entity.

- Y. "Purchase Order" shall have the meaning set forth in Section 1.A of this Agreement.
- Z. "Renewal Term" shall have the meaning set forth in Section 5 of this Agreement.
- AA. "Representatives" shall mean a Party's directors, officers, employees and agents.
- BB. "Services" means the service work to be performed by Contractor for Purchaser pursuant to a Purchase Order accepted by Contractor pursuant to this Agreement.
- CC. "Subcontractors" means a Person of any tier (including vendors and suppliers) who (i) performs any part of the Services and who is not a direct employee of Contractor or (ii) performs any services for Purchaser at the Facility (other than Contractor or its Subcontractors) and who is not a direct, full-time employee of Purchaser.
- DD. "Term" shall mean the Initial Term and any and all Renewal Terms.
- EE. "Time and Materials" shall have the meaning set forth in Section 2.A of this Agreement.

A.2. CONTRACTOR'S GENERAL OBLIGATIONS

- A. General. Contractor shall furnish the Materials and/or Services pursuant to a Purchase Order if and when agreed to and acknowledged by Contractor.
- B. Scheduling. Any agreed upon schedules or delivery or completion date(s) under this Agreement shall be considered estimates only unless Contractor and Purchaser otherwise agree to a firm date for completion or delivery and such date is specified in a Purchase Order agreed to by Contractor. Contractor shall use commercially reasonable efforts to perform the Services in accordance with the estimated completion date(s) set forth in the applicable Purchase Order, subject to the applicable provisions set forth in any Change Order. Contractor shall promptly notify Purchaser of events or circumstances that may, immediately or in the future, materially impede the proper and timely execution of any Services so that remedial action, as is appropriate under the circumstances, may be taken.
- C. Monitoring of Services. Contractor shall provide Purchaser and its representatives the right to inspect and monitor, upon reasonable Notice to Contractor and during regular business hours, Contractor's on-site operations and facilities including tools, equipment, Materials, Services and inventory thereof. Such inspection and monitoring shall be at the cost of Purchaser, and Purchaser shall be responsible for any risks, liabilities incurred by Purchaser's personnel during such inspection and monitoring.

A.3. SHIPMENT AND DELIVERY OF MATERIALS

- A. Packaging, shipment and delivery of all Materials shall be in accordance with this Agreement, including the applicable Purchase Order(s).
- B. All shipments of Materials shall be made FCA as defined under Incoterms® 2010 or as designated in the applicable Purchase Order and written acknowledgement by Contractor. All shipping dates provided by Contractor are estimates only subject to availability of the applicable Materials at the time of the Purchase Order.
- C. Purchaser reserves the right (payment notwithstanding) to reject and return that portion of any shipment of Materials that may be defective or otherwise fail to comply with an applicable Purchase Order; provided that Notice of such rejection (describing in detail the reason for

rejection) is provided to Contractor in writing within seventy-two (72) hours after delivery to Purchaser of such Materials. Purchaser shall be deemed to have accepted the Materials if no rejection Notice is provided to Contractor within such seventy-two (72) hour period.

A.4. USE AND CONDITION OF THE FACILITIES AND EQUIPMENT

Purchaser shall provide when necessary for Contractor, at no cost to Contractor, ancillary manpower equipped with appropriate tools (such as drills and hand lamps), heavy duty hoisting and transport facilities along with the necessary fuel, lubricants, water, electricity, compressed air and cleaning facilities for Contractor's performance of the Services. Additionally, Purchaser shall advise Contractor of information concerning (i) the local laws and regulations applicable to the Services and (ii) any dangerous conditions or unusual risks that may be encountered in Purchaser's Facility or in the use of any equipment or tools provided by Purchaser.

A.5. SAFETY AND WORKPLACE POLICIES

Purchaser shall be responsible for providing a healthy and safe work place and working environment for Contractor's Representatives during performance of Services at any Facility controlled by Purchaser. The Parties shall comply with all safety requirements imposed by Applicable Law for the safety of Persons or property. To the extent Services are performed at a Facility controlled by Purchaser, Contractor shall comply with Purchaser's applicable policies and procedures.

A.6. WARRANTIES

- A. General Warranties. Should the Services performed by Contractor be inadequate due to defective workmanship, Contractor shall re-perform such Services at no additional cost to Purchaser. Contractor shall also repair or, at its discretion, replace any defect in material or manufacturing in the Materials supplied by Contractor under this Agreement, provided that Purchaser notifies Contractor of such defect during the warranty period. When required by Contractor, such Material(s) shall be returned to Contractor, at Contractor's cost, to the location provided by Contractor. Purchaser shall immediately take appropriate steps to prevent any defect from becoming more serious and to enable Contractor to repair such defect at no additional cost to Purchaser. Any warranty claims or requests must be made by Purchaser within fourteen (14) days from discovery during the warranty period.
- B. Replaced Materials. Contractor shall bear only the costs of repairing or replacing the defective Materials at the location designated by Contractor, as well as the cost to transport defective and repaired or replaced Materials between the location designated by Contractor and the Purchaser destination indicated on the applicable Purchase Order for such Materials. Materials that have been replaced shall become Contractor's property.
- C. Warranty Period. The warranty period for Services performed is limited to defects which appear within six (6) months from the performance of Services. The warranty period in respect of Services which have been re-performed under the warranty shall expire six (6) months following the last day on which the Services were re-performed under the warranty. The warranty period for the Materials begins at delivery and ends either (i) twelve (12) months upon installation or (ii) eighteen (18) months from the date of delivery to Purchaser, whichever occurs earlier. The warranty period for repaired or replaced Materials shall be six (6) months from the date of repair or replacement, or until the expiration date of the original warranty period, whichever occurs earlier, under the same terms, conditions and limitations of liability. Under no circumstances shall the warranty period for Services of Materials exceed thirty-six (36) months from the commencement of the original warranty period.

D. Limits on Warranty. This warranty does not cover any defect due to or connected with: (i) any materials or components or design provided by Purchaser or on behalf of Purchaser; (ii) negligence or other improper acts or omissions of Purchaser, its employees or agents or other third parties; (iii) spare parts not supplied by Contractor; (iv) improper installation or alterations carried out without Contractor's consent in writing; (v) parts, accessories or attachments that are not sold, supplied or expressly approved in writing by Contractor; or (vi) parts provided by Contractor that are warranted directly to Purchaser by another manufacturer. This warranty does not cover any defects that are caused by or connected with the design, normal wear and tear, the use of unsuitable material or consumables by Purchaser, fluctuation in the grid or with any use, maintenance, service or operation of the equipment or the spare parts or any part thereof which is not in conformity with Contractor's or any of its Subcontractors' manuals, instructions or specifications or that is otherwise not in accordance with normal industry practice. Contractor's warranty obligation does not include any craning, electricity, scaffolding, assisting work, docking, towage, underwater or diving work, demounting, mounting nor any travel and boarding costs of Contractor's personnel or Representatives. If after Contractor's warranty investigation it is found that Purchaser does not have a warranty claim within the scope of this Agreement, then Purchaser shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced components or other services.

E. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES BY CONTRACTOR APPLICABLE TO THE MATERIALS AND SERVICES PROVIDED HEREUNDER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED AGAINST DEFECTS, LATENT OR OTHERWISE. CONTRACTOR NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER WARRANTY OBLIGATION IN CONNECTION WITH THE MATERIALS OR SERVICES PROVIDED HEREUNDER OR ANY PART THEREOF.

A.7. MECHANICS' LIENS

To the extent that Purchaser has paid all amounts due and owing to Contractor for the Services, Contractor shall keep the Facility and the Services free of all mechanic's and materialmen's liens and encumbrances with respect to Services provided under this Agreement. Title to any part, material, equipment, supplies, consumables or replacement and any other items furnished, provided or supplied by Contractor in performance of the Services shall pass to Purchaser only when payment in full has been received by Contractor. If such a lien or encumbrance is filed on the Facility or the Services despite Purchaser's payment of the applicable amounts due, Contractor will take whatever steps are necessary to have the lien or encumbrance satisfied, removed or otherwise discharged, and the Purchaser shall provide assistance as may be reasonably requested by Contractor. If Contractor fails to satisfy or remove the lien or encumbrance, Purchaser may satisfy, remove or discharge, by bond or otherwise, the lien or encumbrance, and Contractor shall be liable to Purchaser for all reasonable costs and expenses in connection with such satisfaction, removal or discharge.

A.8. HAZARDOUS SUBSTANCE DISPOSITION

Purchaser shall be responsible for all costs and expenses associated with any clean-up, removal, response or remediation of any and all hazardous substances or waste material required by any governmental authority or environmental law, except to the extent that the existence of such contamination directly arises out of the gross negligence or willful misconduct of Contractor in the performance of the Services. Unless otherwise prohibited under Texas law, Purchaser shall indemnify

and hold harmless Contractor from and against any and all Claims arising out of or resulting from any matter for which Purchaser is responsible pursuant to this Section A.8.

A.9. INDEMNIFICATION

A. Indemnification by Contractor. Contractor shall indemnify and hold harmless Purchaser, its Representatives from and against any and all third party Claims of any kind or nature whatever to or in respect of Persons or property arising out of, resulting from or relating to the willful misconduct or gross negligence of Contractor in performing its obligations under this Agreement.

B. Indemnification by Purchaser. Unless otherwise prohibited under Texas law, Purchaser shall indemnify and hold harmless Contractor, its Representatives, contractors, and suppliers, from and against any and all third party Claims of any kind or nature whatever to or in respect of Persons or property arising out of, resulting from, or relating to the performance by Contractor obligations under this Agreement and not resulting from or relating to the willful misconduct or gross negligence of Contractor.

C. Notices. If any Party entitled to indemnification hereunder (the "Indemnified Party") intends to seek indemnification under this Section 9 from the other Party (the "Indemnifying Party") with respect to any Claim, the Indemnified Party shall give the Indemnifying Party Notice of such Claim upon the receipt of actual knowledge or information by the Indemnified Party of any possible Claim or of the commencement of such Claim, which period shall in no event be later than the lesser of (a) fifteen (15) business Days prior to the last Day for responding to such Claim or (b) one half of the period allowed for responding to such Claim. The Indemnifying Party shall have no liability under this Section 9 for any Claim for which such Notice is not provided, unless the failure to give such Notice does not prejudice the Indemnifying Party. The Indemnifying Party shall have the right to assume the defense of any such Claim with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party. Should any Indemnified Party be entitled to indemnification under this Section 9 as a result of a Claim by a third Party, and should the Indemnifying Party fail to assume the defense of such Claim, the Indemnified Party may, at the expense of the Indemnifying Party, contest (or, with the prior consent of the Indemnifying Party, settle) such Claim. Except to the extent expressly provided herein, no Indemnified Party shall settle any Claim with respect to which it has sought or intends to seek indemnification pursuant to this Section 9 without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

D. Cybersecurity Indemnification. Unless otherwise prohibited under Texas law, Purchaser shall defend, indemnify and hold harmless Contractor and Contractor's parent and subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns (each, a "Contractor Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any cybersecurity breach arising out of or resulting from Purchaser's failure to comply with any of its obligations under this provision. For the absence of doubt, Purchaser shall not be obligated to indemnify Contractor for Contractor's actions or inactions with respect to Contractor's cybersecurity obligations.

A.10 LIMITATION OF LIABILITY

A. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE, WHETHER IT BE IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT, TO THE PURCHASER FOR ANY AMOUNTS IN EXCESS OF FIFTY PERCENT (50%) OF THE AMOUNTS PAID BY PURCHASER TO CONTRACTOR UNDER THIS AGREEMENT DURING THE CONTRACT YEAR GIVING RISE TO THE LIABILITY OR INCIDENT GIVING RISE TO THE LIABILITY EXCEPT FOR CLAIMS COVERED BY CONTRACTOR'S POLICY OF INSURANCE SPECIFIED IN EXHIBIT C TO THIS AGREEMENT TO THE EXTENT OF THE LIMITS SO SPECIFIED.

B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST REVENUES, TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS FOR DOCKING, DIVING OR UNDERWATER WORK, COSTS FOR ADDITIONAL TESTS) ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE SERVICES.

A.11 CYBERSECURITY LIMITATION OF LIABILITY

Contractor shall not be liable for any harm, injury or damages due to or arising in connection with: (1) software provided by Purchaser; (2) systems other than those provided by Contractor except if such other systems are modified by Contractor to interface or communicate with Contractor's proprietary software; or (3) Improper Service Work, installation or alterations carried out by Purchaser.

A.12. TERMINATION FOR DEFAULT

A. Event of Default. Each of the following shall constitute an event of default under this Agreement ("Event of Default"):

- i. Either Party shall fail in any material respect to comply with, observe, or perform, or shall default in any material respect, in the performance of the Services or any of the terms and conditions of this Agreement or any Purchase Order, as applicable;
- ii. Either Party shall fail to make any payment when due hereunder; or
- iii. The occurrence of an Insolvency Event with respect to either Party.

B. Notice and Cure for Default. If an Event of Default as defined in Section A.11.A.i or Section A.11.A.ii occurs, the non-defaulting Party shall provide the defaulting Party with Notice of the Event of Default. The defaulting Party shall have sixty (60) days following receipt of such Notice to cure the Event of Default, provided that if such Event of Default (other than a payment default) is not capable of being cured within such sixty (60) day period with the exercise of reasonable diligence, then such cure period shall be extended for an additional reasonable period of time, not to exceed ninety (90) days, so long as the defaulting Party is exercising reasonable diligence to cure the default.

- C. Remedies for Default. If the Notice was given by the non-defaulting Party as provided for in Section A.11.B and the Event of Default is not cured by the expiration of the corresponding period for cure or if an Event of Default as defined in Section A.11.A.iii occurs, the non-defaulting Party, by Notice in writing to the defaulting Party may, in addition to any other rights and remedies available to it under this Agreement or at law or in equity, suspend or terminate this Agreement and/or any Purchase Order. In such event, the non-defaulting Party shall have no further obligation to the defaulting Party with respect to this Agreement or Purchase Order except with respect to Services already performed by Contractor in accordance with this Agreement. The defaulting Party shall remain liable to the non-defaulting Party for any and all Claims that the non-defaulting Party may have against the defaulting Party under this Agreement or the applicable Purchase Order. Further, Contractor shall have the right to suspend any Services until the default is cured if Notice was given by Contractor to Purchaser as provided for in Section A.11.B.

A.13. TERMINATION FOR CONVENIENCE

- A. Termination for Convenience by Purchaser. Purchaser may terminate this Agreement and/or any Purchase Order at any time for its sole convenience by giving Contractor at least thirty (30) days prior written Notice to such effect. In the event of any such termination, Contractor shall promptly stop all terminated Services for such Purchase Order and/or for the Agreement unless notified by Purchaser in writing to the contrary. In the event of such termination for convenience, Purchaser shall pay Contractor that portion of the total consideration specified in the Purchase Order equal to the portion of the Services performed in accordance with this Agreement prior to the effective date of termination, less any payments made prior to such termination plus an amount equal to any and all applicable demobilization costs incurred by Contractor.
- B. Termination for Convenience by Contractor. Contractor may terminate this Agreement in the event of a material change in Contractor's business operations without cause effective thirty (30) days upon providing written Notice to Purchaser to such effect. Purchaser shall pay Contractor that portion of the total consideration specified in the Purchase Order equal to the portion of the Services performed in accordance with this Agreement prior to the effective date of termination, less any payments made prior to such termination.

A.14. RIGHT TO AUDIT

The Purchaser shall have the right to audit the Contractor's invoices, work sheets, and time sheets related to work performed under this Agreement and/or the applicable Order(s). Contractor agrees to maintain such records for a period of two (2) years from the date such work was performed and to make the foregoing available to the Purchaser or Purchaser's representatives at the Purchaser's cost during normal business hours. Nothing herein shall oblige Contractor to disclose documents that will reveal neither the Contractor's commercial costs nor information that is confidential or proprietary.

A.15. FORCE MAJEURE

- A. Neither Contractor nor Purchaser shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of Force Majeure.
- B. If the Services are interrupted by Force Majeure or for other reasons not attributable to Contractor, the costs for maintaining personnel at or near the Facility (including, without limitation, wages and lodging) will be borne by Purchaser. Upon the occurrence of an even of Force Majeure, one Party shall notify the other Party of such occurrence and the anticipated delays in writing. If the interruption continues for more than one week, Contractor's personnel may be returned to

Contractor's country. All expenses in relation to such withdrawal and/or subsequent return shall be borne by Purchaser. If the period of suspension exceeds one (1) month, either party may terminate the Agreement by three (3) days Notice in writing to the other party without prejudice to the rights of either Party up to the date of termination. In the case of such a termination, Purchaser's payment of the applicable consideration and demobilization costs of Contractor shall be handled as a termination for convenience by Purchaser in accordance with Section A.12.A, All reasonable additional costs incurred by Contractor as a consequence of the suspension and any subsequent resumption or completion of the Services shall be reimbursed by Purchaser.

A.16. CONFIDENTIALITY

- A. Subject to the Texas Public Information Act, court order, or other law, each Party agrees, for itself and its Affiliates and their Representatives, to keep confidential and not make any unauthorized use of any confidential or proprietary information of the other Party disclosed to such Party in and during the performance of this Agreement, including documents, specifications, formulae, evaluations, methods, processes, technical descriptions, reports and other data, records and information (hereinafter the "Confidential Information").
- B. Confidential Information shall be identified in writing by the disclosing Party, or if it is orally disclosed, the confidentiality thereof shall be confirmed in writing by the disclosing Party promptly after such oral disclosure. In any event, no disclosure shall be deemed to be Confidential Information if such information:
- (i) was known on a non-confidential basis by the recipient prior to the disclosure thereof by the disclosing Party;
 - (ii) is, or shall become, other than by an act of the recipient, generally available to the public;
 - (iii) is lawfully made available on a non-confidential basis to the recipient by a third Party in good faith; or
 - (iv) was developed by the recipient without reference to or reliance upon Confidential Information received from the disclosing Party.
- C. Each Party agrees that it will make available the other Party's Confidential Information only on a "need to know" basis to such Party's personnel and that all Persons to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information. If either Party deems it necessary to disclose Confidential Information to any third party, such Party must receive written authorization from the other Party.
- D. The Confidential Information will remain the property of disclosing party. Nothing contained in this Agreement shall be construed as a right or license, express or implied, under any patent, copyright, trademark or intellectual property right, or application therefore, that is now or hereafter owned, applied for, or controlled by a disclosing party or any of its partners or Affiliates.

A.17. CLAIMS FOR INFRINGEMENT

- A. Contractor warrants that the Services will not infringe on any copyright, patent, trade secret or other proprietary interest of any third party. Contractor shall indemnify, defend and hold harmless the

Purchaser Indemnified Parties against all Claims for any copyright, patent or other proprietary right infringement or misappropriation of a trade secret, arising out of or resulting from the performance of the Services delivered by Contractor under this Agreement. In the event Purchaser's use of any Services is interrupted as a result of such a Claim, then Contractor shall, at its sole cost and expense and Purchaser's option, either (i) procure for Purchaser the right to continue using the infringing Services as though it were non-infringing, or (ii) replace or modify the infringing portion of the Services to make such Services non-infringing without materially impairing their usefulness or performance.

- B. Intellectual property rights associated with the Services or any document or data provided by Contractor in connection therewith shall remain Contractor's property. Unless otherwise prohibited under Texas law, Purchaser shall defend, indemnify and hold harmless Contractor against all Claims arising out of or resulting from any reuse, modification, reproduction or publication of Contractor's intellectual property documents or data by Purchaser or one of its Subcontractors.

A.18. TAXES

- A. General. Unless otherwise expressly set forth in the applicable Purchase Order, Contractor shall be fully responsible for all state and federal income taxes, pension benefits, social security taxes, employment, disability and for any other taxes (except sales, use, excise and gross receipts taxes addressed below) which may be due and owing by Contractor.
- B. Applicable Taxes. Except for Contractor's obligations under Section A.17.A, Purchaser will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, sales, use, gross receipts, excise or other taxes, fees, customs fees, duties, however designated, imposed on, incident to, or based upon the Services (collectively "Applicable Taxes"). If Purchaser is entitled to an exemption from any Applicable Taxes, Purchaser is responsible for presenting Contractor with a valid exemption certificate (in a form reasonably acceptable to Contractor). Unless otherwise prohibited under Texas law, Purchaser shall indemnify and hold Contractor harmless for any determination by a Government Authority (i) that Contractor be held liable for such taxes or (ii) regarding the validity or applicability of Purchaser's tax exemptions.

A.19. CHANGE ORDERS

- A. Requests by Purchaser for any modifications or changes to Contractor's Services, including but not limited to, additions, deletions or other revisions, must be issued in writing by an authorized representative of Purchaser. All such Change Order requests are subject to Contractor's written acceptance, and may result in adjustments to fees, expenses and delivery schedules as mutually agreed in writing.
- B. The Parties acknowledged that Purchaser's inability to fully comply with its responsibilities under this Agreement may impact the Contractor's Services. Therefore, Purchaser's failure to adhere to its obligations or interference with the Services shall entitle Contractor to a Change Order under this Section A.18.
- C. If Purchaser initiates any modifications to the Facilities not disclosed and reviewed with the Contractor prior to the Effective Date or if Contractor requests changes to this Agreement as made necessary by the happening of an event of Force Majeure or a Change of Law, Contractor shall be entitled to a Change Order.
- D. Contractor shall be entitled to suspend its performance for the particular Purchase Order pending the agreement of the Parties as to the relevant adjustments in scope, compensation and scheduling for any given Change Order.

A.20. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles.

A.21. ARBITRATION

The Parties shall attempt to resolve any Claim arising out of or relating to this Agreement or the breach thereof by amicable negotiations. If the Parties are unable to resolve the Claim through such negotiations, then the issue shall be submitted to binding arbitration under the arbitration rules of the International Chamber of Commerce (the "Arbitration Rules") then in effect. The arbitration shall be held in Houston, TX, and the proceedings shall be in the English language. If the amount of any asserted Claim or counterclaim does not exceed One Million Dollars (\$1,000,000), the arbitration shall be conducted before a single arbitrator selected in accordance with the Arbitration Rules. Otherwise, the arbitration shall be conducted in accordance with the procedures of the Arbitration Rules before a panel of three (3) arbitrators, with each Party selecting one arbitrator and the third arbitrator, who shall be the chairman of the panel, being selected by the two Party-appointed arbitrators. The award rendered by the arbitration shall be final and judgment thereon may be entered by any court having jurisdiction thereof.

A.22. COMPLIANCE WITH APPLICABLE LAW AND CHANGE OF LAW

- A. Purchaser and Contractor respectively agree to comply with all Applicable Laws which are now or may become applicable to Services performed under this Agreement or any applicable Purchase Order(s). In the event a Change of Law relating to this Agreement causes an increase of the fees for Services or other compensation due to the Contractor or other adjustments to Contractor's Services, the Parties shall consult in good faith to reach an agreement as to either (i) the adjustment in compensation that should apply and/or (ii) the appropriate scope of Change Order associated with the Change of Law.
- B. Either Party shall provide prompt Notice to the other Party of the occurrence of a Change of Law. Such Notice shall include the notifying Party's opinion as to the impact on its performance of its obligations under the Agreement. In case of disagreement between the Parties concerning the implication and consequences of the increase in the expenditures and/or costs because of a Change of Law, and an agreement cannot be reached between the Parties after thirty (30) days, either Party may terminate this Agreement with three (3) days prior written Notice.
- C. In the event any provision of this Agreement is inconsistent with or contrary to any Applicable Law, said provision shall be deemed to be modified to the extent required to comply with said law, and this Agreement as so modified, shall remain in full force and effect.

A.23. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed to constitute either Party as the partner, employee or agent of the other, and neither Party shall have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions. Contractor is retained only for the purposes and to the extent set forth in this Agreement and applicable Purchase Order(s), and Contractor's relationship to Purchaser shall be that of an independent contractor.

Contractor may retain any Subcontractor necessary to assist Contractor in the performance of the Services that is qualified and capable of performing its portion of the Services in accordance with this

Agreement and its subcontract. The creation of any Subcontractor relationship by either Party shall not relieve either Party of any of its obligations under this Agreement and such Party who has the Subcontractor shall be responsible for the acts of such.

A.24. MISCELLANEOUS

- A. Assignment. Neither Party shall assign this Agreement nor any of its rights or obligations under this Agreement without the prior written approval of the other Party and any attempt to make such an assignment shall be void.
- B. No Waiver. No waiver by either Party of the performance of any provision, condition or requirement of this Agreement shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition or requirement of this Agreement; nor shall it be deemed to be a waiver of, or in any manner release the other Party from future performance of the same provision, condition, or requirement; nor shall any delay or omission of a Party in exercising any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter. No waiver shall be effective unless expressly made in writing and signed by the Party to be charged with such waiver.
- C. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.
- D. No Publicity. Neither Party shall reveal any information concerning details of this Agreement to the press or a news-disseminating agency or use the details of this Agreement within any advertising, promotional material, publicity or other printed material without the other Party's prior written approval in each instance.
- E. Construction. The Parties acknowledge that this Agreement was the subject of fair negotiation between the Parties, and that neither Party shall be considered the "drafter" of this Agreement for the purpose of construing any of its terms and conditions. Article and Section headings and numbers are provided for convenience only, and shall not affect the construction or interpretation of this Agreement. References to "days" or a "day" shall mean a calendar day, unless otherwise stated.
- F. Notices. Any Notice provided for in this Agreement shall be duly given if delivered by (i) hand, (ii) registered or certified mail, return receipt requested, (iii) facsimile or (iv) by electronic mail, with acknowledged receipt by the other Party. The Parties may change their respective addresses for receipt of Notices upon reasonable advance notice to the other. Any Notice given by hand delivery or registered mail shall be deemed given at the time of delivery and facsimile transmission or electronic mail shall be deemed to be given, respectively, at the time of transmission or when electronic delivery has been confirmed.

A.25. EQUIPMENT TECHNICAL DATA

Purchaser consents to the collection and use of information and to the ownership of the derived or incorporating works as set forth herein. Purchaser shall be responsible for providing equipment technical data through any reasonable means requested by Contractor, including internet-connected devices. The term "Equipment Technical Data" refers to all data relating to the technical operating

parameters of any equipment delivered, including without limitation, all information that Contractor shall gather from sensors, instruments, monitors, or other industrial control or SCADA devices located at Purchaser's sites or on the equipment delivered. Equipment Technical Data shall be transmitted to Contractor for purposes including, but not limited to, developing its products, solutions and services. Contractor, Contractor's parent, subsidiaries and/or affiliates shall own all works, products, reports and improvements each may develop based upon, derived from, or incorporating Equipment Technical Data. Equipment Technical Data may be transferred (a) to Contractor's parent, subsidiaries and/or affiliates and (b) to third parties who act for or on Contractor's behalf for processing in accordance with the non-exclusive purpose(s) listed above or as may otherwise be lawfully processed. Equipment Technical Data may also be disclosed to a third party if Contractor is required to do so due to an applicable law, court order or governmental regulation, or if such disclosure is otherwise necessary in support of any criminal or other legal investigation. Contractor's rights to use Equipment Technical Data shall survive the termination or expiration of this Agreement, any applicable warranty period and any other commercial contract between the Contractor and Purchaser.

A.26. CYBERSECURITY PROTECTION

Contractor shall deliver Contractor Provided Equipment together with its logic-bearing system components (e.g., hardware, firmware, and software hereafter referred to collectively as the "Critical Components") free of any software virus and malware detectable by current standard industry best practices. Unless otherwise agreed, upon delivery of Contractor Provided Equipment, the Purchaser shall be solely responsible for any non-Contractor Provided Equipment system integrations and/or system security engineering. It is Purchaser's sole responsibility to protect Critical Components from any External Cybersecurity Threat or Internal Cybersecurity Threat, including against hardware and software vulnerabilities. In recognition of the foregoing, Purchaser agrees and covenants that it shall use the degree of care appropriate to prevent unauthorized access, use, or hacking of the Critical Components provided in connection with Contractor Provided Equipment and shall do so in a manner that is no less rigorous than any recommendations provided by Contractor and accepted industry practices.

EXHIBIT B – MASTER SERVICES AGREEMENT

SAMPLE PURCHASE ORDER FORM

MSA No. [XXX]

Purchase Order

Purchaser: _____
 [Address]

DUPLICATE
 via Print

Dispatch

Purchase Order No. [XXXX]

Date

Page: 1

Payment Terms: Net 30

Freight Terms

Ship Via

Buyer Phone

Currency: USD

Contractor: _____
 [Address]

Ship To: Ordering Purchaser Location

<address>
 <city, state, zip>
 <country>

Bill To: <address>
 <city, state, zip>
 <country>>

Description:

Line- Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Estimated Due Date
-----------	------------------	----------	-----	----------	--------------	--------------------

Total PO Amount

This Purchase Order shall be governed by and incorporate by reference the Master Service Agreement No. [XXX]. All shipments, shipping papers, invoices, and correspondence shall identify the applicable Purchase Order number and MSA No. [XXX].

EXHIBIT C - MASTER SERVICES AGREEMENT

INSURANCE REQUIREMENTS

The Parties shall carry insurance (with reliable insurance companies) in the amounts set forth below. In each such policy, each such Party shall cause (i) all of its deductibles to be for its own account, (ii) the insurer to waive all rights of subrogation against the other Party and its Affiliates, (iii) the other Party to be listed as additional insured, and (iv) all such policies to be primary as to any other existing valid and collectible insurance of the other. If requested, each Party shall furnish the other Party with an executed Certificate of Insurance and/or such other reasonable assurances evidencing such insurance.

1. Workers' Compensation insurance, disability benefit and any other similar employee benefit to the extent required by the Applicable Law in any jurisdiction in which the Services are to be performed.
2. Commercial General Liability insurance for incidents or series of incidents covering the operations, premises and completed operations of a Party in the performance of the Agreement, with a combined single limit of \$1,000,000 for bodily injury and property damage per occurrence and a limit of \$1,000,000 in the general aggregate.
3. Automobile Liability insurance extending to owned, non-owned and hired automobiles used by a Party in the performance of this Agreement, with a combined single limit of \$1,000,000 per occurrence.
4. Such other insurance as may from time to time be required by Applicable Law.

EXHIBIT D – MASTER SERVICES AGREEMENT

RATE SCHEDULE



US Field Service Rates 2019

Wärtsilä North America Inc.

SERVICE CHARGES - Engines, Propulsion, Electrical & Automation, Quantiserv (In-situ machining)

Hourly Charges in USD excluding VAT

Performed by	Weekday / Normal Hours	Weekday/ Overtime A Hours	Weekend/ Overtime B Hours	Holiday/ Overtime C Hours
Service Technician	99	139	181	221
Service Engineer	191	210	234	312
Superintendent	242	298	323	425

WORKING TIME & OTHER RATES & FEES

- Normal hours: Weekdays (Monday – Friday) up to eight (8) hours/day between 07:00 and 17:00
- Overtime hours:

Weekday / Overtime A	Monday to Friday, all hours exceeding 8 hours or hours between 17:00 and 07:00
Weekend / Overtime B	Saturday and Sunday all hours
Holiday / Overtime C	All hours worked on Wärtsilä North America Inc. 2019 Observed US Public Holidays
- Daily allowance: Invoiced at the following rates:
Within USA: seventy (\$70.00) USD per day
Outside USA: based on Foreign Per Diem Rates per Location according to U.S. Department of State. Refer to the following link:
https://aoprals.state.gov/web920/per_diem.asp
- Waiting / Stand-by: Invoiced as eight (8) normal working hours per day
- Reporting: Four (4) hours at normal rate for jobs up to seven (7) days. Otherwise, eight (8) hours
- Preparations: Invoiced at the maximum of eight (8) normal working hours
- Mileage charge: Wärtsilä vehicles use invoiced at one (\$1.00) USD per mile
- Traveling hours: Invoiced at normal rate for actual hours traveling
- Traveling costs: Expenses incurred plus additional administrative fee of ten (10) percent
- External invoices: Invoices charged plus additional administrative fee of fifteen (15) percent
- Factory Personnel: Subject to country of origin for expenses and daily rates
- Utilization fee: Standard tools are included in the above rates. Specialized tools invoiced according to additional fees defined in the proposal

Distribution: Wärtsilä Intranet. Date 15.01.2019. Validity: From January 15, 2019, until further notice.

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11710 North Gessner Road, Suite A.
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Tel. No. 281-232-6200 / Fax No. 281-233-6233
www.wartsila.com

Service 24/7: 954-289-5892
customersupport.americas@wartsila.com
Parts 24/7: 954-398-1795 (East), 206-886-0655 (West)
parts.northamerica@wartsila.com



US Field Service Rates 2019

Wärtsilä North America Inc.

WÄRTSILÄ NORTH AMERICA INC. 2019 OBSERVED PUBLIC HOLIDAYS SCHEDULE

January 1, February 18, April 19, May 27, July 4 - 5, September 2, November 28 - 29,
December 24-25

CANCELLATION POLICY

Should a customer find it necessary to completely cancel a job, less than twenty-four (24) hours prior to the scheduled dispatch, and is not in a position to re-schedule the engineer within a one (1) week time frame, **Wärtsilä reserves the right to invoice a trip cancellation fee of one thousand five hundred (\$1500) USD.** If the engineer is en route to jobsite, the customer will also be invoiced for all travel related expenses incurred as a result of the job cancellation.

RESERVATION OF ENGINEER

This fee will be applied when the customer specifically requests to put an engineer on "Reserved Status" (unavailable for other jobs or service assignments) awaiting travel instructions to customers work site. A maximum of five (5) days is permissible for reserving an engineer. When five (5) days have elapsed Wärtsilä reserves the right to re-assign the engineer for other service assignments.

The fee for reserving an engineer will be invoiced at five hundred (\$500) USD per day.

LIABILITY

NO LIABILITY WHETHER DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL, IS ASSUMED WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. THIS PUBLICATION IS CONFIDENTIAL AND INTENDED FOR INFORMATION PURPOSES ONLY.

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customersupport.americas@wartsila.com
Parts 24/7: 954-398-1795 (East), 206-886-0655 (West)
parts.northamerica@wartsila.com



Quotation

Wärtsilä North America, Inc.

Sold-to address

City of Denton
1659 Spencer Road
Denton TX 76205

Shipping address

Denton Energy Center
C/O Wärtsilä North America, Inc
8161 Jim Christal Road
DENTON TX 76207
USA

Notify address

Page 1 / 6

Date 2019-06-13
Quotation number 2932800
Installation
DENTON ENERGY CENTER

Our contact person **Phone**
GREG PLAIA +1 504 7311637
GREG.PLAIA@WARTSILA.COM

Your contact person
JASON BROWN

Your reference
RFQ EMISSIONS + SPARES

Your order date
2019-06-13

End customer reference

Mode of delivery

Terms of delivery
FCA Kampen Incoterms 2010

Customer number
92018

VAT Number

Terms of payment
30 Days Net

Quotation valid to 2019-07-13

Item	Part no.	Description	Net Weight/	Qty	Unit	Price/unit	Total
PO. Item	Product no.	Product type	Total				

Subject to prior sales. Estimated availability shown is current and is given on ExW basis for the date of the quotation. The price is for the given quantity.

000100	289276	Sensor					
	PAAE320104	CSO	0.354/ 8.496 KG	24	PC	993.43 USD	23,842.32
		9 WEEKS		24	PC		
Delivered from:		Kampen, Netherlands					
000200	289286	Converter					
	PAAE320104	CSO	0.174/ 2.088 KG	12	PC	615.25 USD	7,383.00
		4 WEEKS		12	PC		
Delivered from:		Kampen, Netherlands					

Continued on page 2

Wärtsilä North America, Inc.
11710 North Gessner Road, Suite A
Houston, TX 77064
Tel. +1 281 233 6200
Fax +1 281 233 6233
www.wartsila.com

Wire Transfer Information (USD):
Nordea Bank AB (publ), NY Branch
1211 Avenue of the Americas
New York, NY 10036
Account No. 7049163001
ABA No. 026010786
Swift No. NDEAUS3N

Lock Box Information
Wartsila North America, Inc.
Lockbox # 892450
Dept 2450
P.O. Box 122450
Dallas, TX 75312-2450

Wire Transfer Information (EUR):
Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford
and Juncos

Contract #7104

Quotation

Exhibit C

Wärtsilä North America, Inc.

Date 2 / 6
2019-06-13
Quotation number 2932800

Item PO. Item	Part no. Product no.	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000300	289384 PAAE320104	Gas sensor CSO	0.086/ 2.064 KG	24	PC	1,365.97 USD	32,783.28
		9 WEEKS		24	PC		
		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.					
Delivered from:		Kampen, Netherlands					
000400	289385 PAAE320104	Gas sensor CSO	0.095/ 1.140 KG	12	PC	1,365.97 USD	16,391.64
		9 WEEKS		12	PC		
		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.					
Delivered from:		Kampen, Netherlands					
000500	652040 PAAE320104	Condense pump CSO	1.000/ 12.000 KG	12	PC	705.56 USD	8,466.72
		9 WEEKS		12	PC		
		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.					
Delivered from:		Kampen, Netherlands					
000600	652036 PAAE320103	Pump CSO	1.000 KG	1	PC	1,162.77 USD	1,162.77
		9 WEEKS		1	PC		
		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.					
Delivered from:		Kampen, Netherlands					
000700	450020 PAAE320104	Filter element CSO	1.000 KG	1	PC	243.84 USD	243.84
		IN STOCK		1	PC		
		25 pcs/package					
Delivered from:		Kampen, Netherlands					
000800	450023 PAAE320104	Air filter CSO	0.070/ 0.840 KG	12	PC	69.99 USD	839.88
		5 WEEKS		12	PC		
		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned.					
Delivered from:		Kampen, Netherlands					

Continued on page 3

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Account No. 7049163001
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Swift No. NDEAUS3N

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Wartsila North America, Inc.
Lockbox # 892450
Dept 2450
P.O. Box 122450
Dallas, TX 75312-2450

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Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
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Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford and Juneau

Contract #7104

Quotation

Wärtsilä North America, Inc.

Page 3 / 6

Date 2019-06-13
Quotation number 2932800

Item PO. Item	Part no. Product no.	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
000900	450011 PAAE320104	Filter cartridge CSO	0.188/ 2.256 KG	12	PC	15.24 USD	182.88
		2 WEEKS		12	PC		
Delivered from:		Kampen, Netherlands					
001000	282129 PAAE320103	Nozzle CSO	0.037/ 0.444 KG	12	PC	417.69 USD	5,012.28
		4 WEEKS		12	PC		
Delivered from:		Kampen, Netherlands					
001100	282031 PAAE320104	Gasket CSO	0.100/ 1.200 KG	12	PC	7.90 USD	94.80
		3 WEEKS		12	PC		
Delivered from:		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned. Kampen, Netherlands					
001200	282057 PAAE320103	Sealing ring CSO	0.005/ 0.060 KG	12	PC	12.42 USD	149.04
		3 WEEKS		12	PC		
Delivered from:		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned. Kampen, Netherlands					
001300	282044 PAAE320103	Sealing paste CSO	0.500/ 3.000 KG	6	PC	32.17 USD	193.02
		IN STOCK		6	PC		
Delivered from:		Kampen, Netherlands					
001400	970015 PAAE320103	Spare part set CSO	0.000/ 0.000 KG	8	PC	180.62 USD	1,444.96
		5 WEEKS		8	PC		
Delivered from:		Kampen, Netherlands					

Continued on page 4

Wärtsilä North America, Inc.
11710 North Gessner Road, Suite A
Houston, TX 77064
Tel. +1 281 233 6200
Fax +1 281 233 6233
www.wartsila.com

Wire Transfer Information (USD):
Nordea Bank AB (publ), NY Branch
1211 Avenue of the Americas
New York, NY 10036
Account No. 7049163001
ABA No. 026010786
Swift No. NDEAUS3N

Lock Box Information
Wartsila North America, Inc.
Lockbox # 892450
Dept 2450
P.O. Box 122450
Dallas, TX 75312-2450

Wire Transfer Information (EUR):
Nordea Bank AB (publ), Finnish Branch
Satamaradankatu 5, 5th floor, Helsinki
FI-00020 NORDEA, Finland
Account Name: Wartsila North America Inc.
IBAN No. FI0816603001059727
Swift No. NDEAFIHH

Offices located in Ft. Lauderdale, New Orleans, Seattle, Long Beach, Annapolis Cranford and Juneau

Contract #7104

Quotation

Wärtsilä North America, Inc.

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Date 2019-06-13

Quotation number 2932800

Item PO. Item	Part no. Product no.	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
Set contains							
001401	450014	Filter cartridge	0.131/ 2.096 KG	2	PC/set		
				Total	16 PC		
Delivered from:		Kampen, Netherlands					
001402	450015	Gasket	0.008/ 0.128 KG	2	PC/set		
				Total	16 PC		
Delivered from:		Kampen, Netherlands					
001403	450016	Gasket	0.002/ 0.032 KG	2	PC/set		
				Total	16 PC		
Delivered from:		Kampen, Netherlands					
001500	450015 PAAE320103	Gasket CSO	0.008/ 0.024 KG	3	PC	40.08 USD	120.24
				3	PC		
Delivered from:		Kampen, Netherlands					
001600	450016 PAAE320103	Gasket CSO	0.002/ 0.006 KG	3	PC	17.50 USD	52.50
				3	PC		
Delivered from:		Kampen, Netherlands					
001700	289291 PAAE320104	Filter kit CSO	0.009/ 0.018 KG	2	PC	179.50 USD	359.00
				2	PC		
Delivered from:		Kampen, Netherlands					

Continued on page 5

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and Juneau

Contract #7104

Quotation

Wärtsilä North America, Inc.

Page 5 / 6

Date 2019-06-13

Quotation number 2932800

Item PO. Item	Part no. Product no.	Description Product type Availability	Net Weight/ Total	Qty	Unit	Price/unit	Total
001800	289292 PAAE320104	Filter kit CSO	0.050/ 0.100 KG	2	PC	289.00 USD	578.00
		3 WEEKS		2	PC		
Delivered from:		Kampen, Netherlands					
001900	452023 PAAE320104	Service kit CSO	0.047/ 0.282 KG	6	PC	79.02 USD	474.12
		3 WEEKS		6	PC		
Delivered from:		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned. Kampen, Netherlands					
002000	450014 PAAE320103	Filter cartridge CSO	0.131/ 1.572 KG	12	PC	27.09 USD	325.08
		IN STOCK		12	PC		
Delivered from:		Kampen, Netherlands					
002100	652042 PAAE320103	Valve kit CSO	0.651/ 1.302 KG	2	PC	217.88 USD	435.76
		9 WEEKS		2	PC		
Delivered from:		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned. Kampen, Netherlands					
002200	652043 PAAE320103	Bellow CSO	0.663/ 1.326 KG	2	PC	217.88 USD	435.76
		9 WEEKS		2	PC		
Delivered from:		The price is for the given quantity.This item has to be specially procured, and shall not be cancelled or returned. Kampen, Netherlands					
002300	181209 PAAE244645	Lubricating oil pump W 18V50	500.000 KG	1	PC	36,124.80 USD	36,124.80
		IN STOCK		1	PC		
Delivered from:		Kampen, Netherlands					

Goods total 137,095.69

Total amount 0.00

USD 137,095.69

Continued on page 6

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Quotation

Wärtsilä North America, Inc.

Page 6 / 6

Date 2019-06-13

Quotation number 2932800

Thank you for the opportunity to quote.

See line item notes for estimated availability.

Please note:

Any date quoted or stipulated is deemed to be an estimate only. Buyer is responsible for all freight charges. All freight charges and U.S. Customs duties will be added at the time of invoicing. Also, this quote does not include insurance, packaging, handling, classification and documentation fees, these charges will be added at the time of invoicing.

If requesting partial shipments, you will be invoiced per delivery.

Item availability will be reconfirmed after receipt of order.

U.S. Government packaging requirements are not included in this proposal. Standard Commercial Packaging Applies.

Thank you for the request which is acknowledged and accepted on the condition that this transaction for Parts shall be governed solely by Wärtsilä's Terms and Conditions, attached hereto, without reference to any other terms except as explicitly contemplated therein.

Yours faithfully,

Wärtsilä North America, Inc.

*Did you know that in the Wärtsilä Online Services customer portal you **can** request quotations, place orders, view your order and quotation history as well as track and trace deliveries?*

Please find more information about Wärtsilä Online Services and how to request access at www.wartsila.com/online-services. Wärtsilä can offer you a wide range of logistics solutions, please contact reference contact person on this document for further assistance by providing the destination, ETA and a preferred mode of transport.

For Parts and Services: If not otherwise stated, Wärtsilä General Terms and Conditions (GTC) - Parts (2018) or Service Work (2018) are applied.

Wärtsilä General Terms and Conditions are available on the web <http://www.wartsila.com/general-terms-conditions>.

Interest will accrue from the invoice due date at the rate stated in Wärtsilä GTC, unless otherwise defined in the Contract between the Customer and Wärtsilä Company.

A surcharge shall be added in case an order value is lower than the minimum order value of 200 EUR or equivalent currency value excluding freight.

Possible claims regarding invoices must be made within 14 days after the date of invoice.

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Contract #7104

Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit E

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. Wartsila North America, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

None

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Scott Hannen

7/1/2019

Signature of Vendor doing business with the governmental entity

Date

Certificate Of Completion


Envelope Id: 772D0B7B3879495DA06E637B4420D98B	Status: Completed
Subject: Please DocuSign Contract 7104 DEC Emissions System	
Source Envelope:	
Document Pages: 33	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Monisa Rogers
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Monisa.Rogers@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Monisa Rogers	Location: DocuSign
6/25/2019 12:28:08 PM	Monisa.Rogers@cityofdenton.com	

Signer Events




Signer Events	Signature	Timestamp
Monisa Rogers monisa.rogers@cityofdenton.com Senior Buyer City Of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 129.120.6.150	Sent: 6/25/2019 12:48:22 PM Viewed: 6/25/2019 12:48:39 PM Signed: 6/25/2019 12:53:33 PM

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 6/25/2019 12:53:35 PM Viewed: 6/26/2019 8:44:29 AM Signed: 6/26/2019 9:14:26 AM
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Mack Reinwand mack.reinwand@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150	Sent: 6/26/2019 9:14:28 AM Viewed: 6/26/2019 11:22:19 AM Signed: 6/26/2019 11:24:01 AM
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Scott Hannen scott.hannen@wartsila.com Account Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 63.88.82.9	Sent: 6/26/2019 11:24:03 AM Viewed: 6/26/2019 11:34:55 AM Signed: 7/1/2019 12:05:23 PM
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Electronic Record and Signature Disclosure:
Accepted: 6/26/2019 11:34:54 AM
ID: d676dee4-fdec-41ff-9d17-54f13b409f73

Signer Events	Signature	Timestamp
<p>Terry Naulty terry.naulty@cityofdenton.com Assistant General Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/1/2019 1:05:06 PM ID: 4703f5ba-97d8-4512-8be7-49aaac629942</p>	<p>DocuSigned by:  AB0BD60206E84AE...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 7/1/2019 12:05:27 PM Viewed: 7/1/2019 1:05:06 PM Signed: 7/1/2019 1:07:21 PM</p>
<p>Tabitha Millsop tabitha.millsop@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 7/1/2019 1:07:23 PM Viewed: 7/17/2019 8:40:42 AM Signed: 7/17/2019 8:41:01 AM</p>
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:  B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 47.184.84.226 Signed using mobile</p>	<p>Sent: 7/17/2019 8:41:05 AM Viewed: 7/17/2019 8:58:36 AM Signed: 7/17/2019 8:58:40 AM</p>
<p>Rosa Rios rosa.rios@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/17/2019 7:12:35 PM ID: 2c401187-3548-46b9-a228-17fdc67a39c0</p>	<p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 129.120.6.150</p>	<p>Sent: 7/17/2019 8:58:42 AM Viewed: 7/17/2019 7:12:35 PM Signed: 7/17/2019 7:13:47 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Tabitha Millsop tabitha.millsop@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 6/25/2019 12:53:35 PM</p>

Carbon Copy Events	Status	Timestamp
<p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 6/25/2019 12:53:36 PM
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/17/2019 8:41:04 AM
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/17/2019 7:13:50 PM
<p>Jason Brown jason.brown@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/17/2019 7:13:50 PM Viewed: 7/17/2019 7:14:22 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/17/2019 7:13:51 PM
Signing Complete	Security Checked	7/17/2019 7:13:51 PM
Completed	Security Checked	7/17/2019 7:13:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.