

TEXAS A&M UNIVERSITY

VENDOR

College Station, TX 77843-1477

Order Date:
05/25/2017

PURCHASE ORDER

Page: 01

INCLUDE P.O. NUMBER ON ALL
CORRESPONDENCE AND PACKAGES

P700116

VENDOR GUARANTEES MERCHANDISE
DELIVERED ON THIS ORDER WILL MEET
OR EXCEED SPECIFICATIONS IN THE BID
INVITATION.

ALL TERMS AND CONDITIONS SET
FORTH IN THE BID INVITATION BECOME
A PART OF THIS ORDER.

Vendor:

T0000246620
EMERSON PROCESS MANAGEMENT QATAR
PO BOX 32281
AL AHED BLDG OLD SALATA
DOHA
QATAR

Invoice To:

TEXAS A&M UNIVERSITY
TEXAS A&M UNIVERSITY @ QATAR
C/O QATAR FOUNDATION
EDUCATION CITY
P. O. BOX 23874
DOHA 00000

Ship To:

TEXAS A&M UNIVERSITY
TEXAS A&M UNIVERSITY @ QATAR
C/O QATAR FOUNDATION
EDUCATION CITY
P. O. BOX 23874
DOHA 00000

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE
APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR
TO SHIPPING.

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PAYMENT WILL BE DELAYED.

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
PAW	<p>USER REF: 000000-JM</p> <p>DEPARTMENT CONTACT: KHALED ELSAID ***** SUBMIT INVOICE TO: PURCHASING@QATAR.TAMU.EDU</p> <p>SHIPPING CONTACT: SHIPPINGRECEIVING@QATAR.TAMU.EDU ***** UPON AWARD, EQUIPMENT WILL BE FOR USE AND DELIVERY TO THE TEXAS A&M UNIVERSITY - QATAR CAMPUS LOCATED IN DOHA, QATAR. ***** SHIPPING TERMS VENDORS:</p> <p>INCOTERM - DDP (DELIVERY DUTY PAID). VENDOR WILL DELIVERY THE GOODS DOOR TO DOOR TAMUQ. ALSO INCLUDES FREIGHT, INSURANCE, CUSTOM CLEARANCE, DUTIES, TAXES, LEGALIZATION, BAYAN, ETC.</p> <p>FOR DOHA VENDORS: ** WE HAVE BEEN NOTIFIED THAT QATAR CUSTOMS HAVE IMPLEMENTED AN AUTOMATED ELECTRONIC CLEARANCE PROCESS CALLED "SINGLE WINDOW" AND ALL INCOMING SHIPMENTS WILL BE SUBJECT TO BAYAN & ADMIN CHARGES. FOR SHIPPING TERMS DDP, ALL CUTOMS CHARGES WILL BE BORNE BY THE VENDOR. TAMUQ WILL NOT BE RESPONSIBLE FOR THESE CHARGES WITH YOUR SHIPPING AGENT **</p> <p>PLEASE NOTE: QATAR CUSTOMS REQUIRES ALL ORIGINAL SHIPPING DOCUMENTS:</p> <p>1- ORIGINAL CERTIFICATE OF ORIGIN STAMPED</p>				

FOB: NOT SPECIFIED

Terms:

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FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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06/30/2017

Patty Winkler
Purchasing Agent for
TEXAS A&M UNIVERSITY
Phone: 979-845-4570

N 30

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	<p>FROM CHAMBER OF COMMERCE</p> <p>2- ORIGINAL COMMERCIAL INVOICE STATING EACH ITEM (PRICE/ORIGINAL MADE/QUANTITY) STAMPED FROM CHAMBER OF COMMERCE.</p> <p>3- PACKING LIST;</p> <p>4- AIRWAY BILL</p> <p>ALL INFORMATION MUST BE THE SAME ON EACH OF THE ABOVE DOCUMENTS. IF THE INFORMATION IS DIFFERENT, THE SHIPMENT WILL NOT CLEAR QATAR CUSTOMS.</p> <p>***** IN FIRM US DOLLARS *****</p> <p>DEVIATIONS/ADDITIONS TO TERMS AND CONDITIONS</p> <p>PLEASE FIND ATTACHED THE APPROVED DEVIATIONS ADDITIONAL APPROVED BY BOTH PARTIES.</p>				
1	<p>Guardian Support; One (1) Year Period VE9041S0100 SVC KOB 3.4.b Year Guardian Support for System up to 100 DST. This includes 24/7 technical phone support For SID 0001-0002-8880</p> <p>Service & Deliverables shall include:</p> <ul style="list-style-type: none"> -Expert technical phone support by Emerson professionals -Remote system diagnosis to speed troubleshooting and problem resolution -Software updates, DVD media (also available for online download) and documentation for maintenance (fix) releases -Automated Service Notifications that are 	1	YR	2,540.030	2,540.03
PAW					

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06/30/2017

Purchasing Agent for
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Phone: 979-845-4570

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2	<p>user-selected and system-specific provide immediate notification whenever relevant</p> <p>Scheduled System Maintenance (SSM) (Exclusive of Miscellaneous Expenses) KOB 3.4.b One (1) visit per year, Two (2) days Visit, One (1) Emerson Engineer</p> <p>Service & Deliverables shall include:</p> <ul style="list-style-type: none"> -Planned equipment maintenance -Handling system administration task - backing up configuration, archiving logs and process history, performing file maintenance, installing service packs and security updates. -Performing checks to assess general system health and identify future needs. <p>Renewal:</p> <p>Texas A&M University reserves the right to renew the awarded agreement for an additional four (4) years, one (1) year at a time, if mutually agreed upon by both parties with terms and conditions remaining firm.</p> <p>If renewal option is exercised, the vendor may increase the contracted price by the indicated maximum percentage indicated here-in for each extension period.</p> <p>First Year - 2.5 - 5% Second Year - 2.5 - 5% Third Year - 2.5 - 5% Forth Year - 2.5 - 5%</p>	1	YR	4,300.000	4,300.00
PAW					

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Purchasing Agent for
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Phone: 979-845-4570

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	<p>Cancellation:</p> <p>Texas A&M University reserves the right to cancel the order at any time due to non-performance.</p> <p>In the event equipment covered by the maintenance agreement becomes irreparable or is disposed of for other reasons, then Texas A&M University may cancel the maintenance agreement by providing a thirty (30) day written notice.</p> <p>In the event of termination, prorated reimbursement for remaining service that was prepaid will be due to Texas A&M University.</p> <p>The following items are required for the system upgrade.</p>				
3	Model No. KJ3201X1-BA1 KOB 3.3: Discrete In Card; Series 2 Redundant Capable 24 Vdc; Dry Contact	1	EA	513.040	513.04
4	Model Number: KJ3202X1-BA1 KOB 3.3: Discrete Out Card; Series 2 Redundant Capable 24 Vdc; High-Side	1	EA	700.150	700.15
5	Model No. KJ3221X1-BA1 KOB 3.3: Analog Out Card; Series 2 Redundant Capable 4-20mA; HART	1	EA	1,637.440	1,637.44
6	Model No. VE3008 KOB 3.3: MQ Controller	1	EA	10,072.320	10,072.32
PAW					

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Phone: 979-845-4570

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ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
7	Model No. KJ3224X1-BA1 KOB 3.3: Analog In Card; mv/Thermocouple; Series 2	1	EA	2,084.940	2,084.94
8	Model Number KJ3222X1-BA1 KOB 3.3: Analog In Card; Series 2 Redundant Capable 4-20mA; HART	1	EA	1,443.950	1,443.95
9	Model Number: COFOINSTD International Certificate of Origin	1	LOT	87.620	87.62
10	Attestation Fee	1	LOT	50.000	50.00
11	Freight, Shipping and Handling	1	LOT	800.000	800.00
	Incoterm: DDP (Delivery Duty Paid) Vendor will deliver the goods door to door; TAMUQ (including freight insurance, custom clearance, duties & taxes and legalization.				
	Note To Vendor:				
	Payment Terms:				
	100%, Net 30 - Upon Receipt and Acceptance				
				TOTAL	24,229.49
	VENDOR REF: MAZEN GHANNAM				
PAW					

FOB: NOT SPECIFIED

Terms:

N 30

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06/30/2017

Purchasing Agent for
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Phone: 979-845-4570



Emerson Process Management
Qatar W.L.L.
P.O. Box 32281
Doha, State of Qatar

T +974 4457 6777
F +974 4431 5448

www.emerson.com

Emerson Automation Solutions Lifecycle Service™ Agreement



The Right Service at the Right Time over the Digital Control System Lifecycle



Issued by
Mazen Ghannam
for
Texas A&M University at Qatar



Agreement Reference:	QTR/170203-1543
Issue Date:	March 26, 2017
Agreement Period:	2017-2022

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1. INTRODUCTION

1.1. Introduction

Emerson's Lifecycle Services Mission is to enable our process automation system customers to achieve exceptional business results through our leadership in technology, people, products and services anywhere in the world.

At Emerson, we recognize that lifecycle support needs to vary from one customer to another in both services activity content and time commitment. We understand that our customers make investments over the system lifecycle to help achieve business objectives, reduce operating and maintenance costs and keep assets running at peak performance. We also understand that, due to the above mentioned reasons, the service selection process can be unclear and challenging for our customers at times. To facilitate with the development of a custom support plan that fits each of our customer's specific needs, we have grouped our individual service offerings into the following three categories based on desired results:

- **Essential Service – Building blocks for safety and reliability.** Guardian Support, Emergency On-Site Resolution and Backup & Restore; these are a few of the services that are essential to keeping your plant operating safely, reliably and economically throughout its lifecycle.
- **Standard Service – Core for performance improvement.** Regular On-Site Maintenance and Patch Management are examples of the standard-services the industry requires for achieving on-going, predictable, proven and measurable operational results.
- **Advanced Service – Achieving your competitive advantage.** More advanced service offerings such as Modernization Consulting and Advanced Process Control are the results of a trusted partner working to deliver a competitive advantage, innovative technologies and solutions that drive business results.

For the reason that every customer has different support needs, Emerson has created a Lifecycle Services program. The flexibility of this program allows you, the customer, to choose the coverage that meets your plant and staff's particular needs. We'll work with you to build a customized Service Agreement program for one year or multiple years that fits just right based on your plant's unique operating history, maintenance requirements, control system configuration, performance improvement needs, staff experience, manpower levels and budgetary constraints.

The service modules within our Lifecycle Services portfolio contains the elements to tailor a program to fit your specific support needs by addressing your specific availability, performance improvement, and sustainability requirements.

1.2. Definitions

- *"Contract"* - shall mean the documents listed under the table of content together with such variations in writing as shall subsequently be agreed between the parties.
- *"Services(s)"* - shall mean the customer service(s) to be provided by Emerson as set out in these document relevant sections.
- *"Equipment"* - shall mean the machinery, apparatus, materials and things (not including Programs).
- *"System"* - shall mean, if applicable, the combination of Equipment and Programs.
- *"Spares"* - shall mean, if applicable, spare parts for the Equipment to be supplied by Emerson under the Contract.
- *"Specialist(s)"* shall mean Emerson trained customer support personnel who will perform the Services.
- *"Affiliate"* means a subsidiary organization, sister organization or an organizationally connected entity to either party.
- *"Benchmarks, targets and metrics"* means the agreed numeric criteria against which performance under this Agreement is to be measured.
- *"Change control procedures"* means the agreed process to be followed when changes are required either to this Agreement or to the Services.
- *"Commencement date"* means the date that the Agreement is considered to be effective.
- *"Defective or inadequate performance"* means the delivery of services where the performance levels do not meet an agreed minimum criteria.
- *"Initial period"* means the Agreement period from the commencement date to the first renewal date.
- *"Non-standard services"* means those services which include subcontracted service components to maintain equipment of other vendors and which are integrated into overall service management of supplier.
- *"Place of service delivery"* means the address or addresses of the Client's or Supplier's premises where the Service delivery is deemed to take place.
- *"Problem escalation"* means the agreed procedure for alerting and notifying increasingly senior members of the Supplier's management of the non-resolution of problems.
- *"Problem management"* means the agreed procedures for providing support and problem resolution services to the Client.

- “*Professional fees*” means the remuneration or compensation, other than reimbursable expenses, due to the supplier for the provision of the Services.
- “*Service availability*” means the times and periods that the Supplier will make the Services available to the Client.
- “*Service component*” means a divisible and identifiable part of the overall Services to be delivered.
- “*Service review meetings*” mean regular meetings that are held between representatives of the Supplier and the Client specifically to discuss issues arising from the delivery of the Services including the performance of the Service delivery
- “*Standard services*” means those Services that the Supplier delivers to its Clients without subcontracting
- “*Support and Service desk services*” means the specified support services provided by the Supplier to the Client to assist the Client’s personnel to understand, operate and execute the delivered equipment and Services
- “*Equipment Scope*” means all equipment delivered by Supplier which subject to this service level agreement.



1.3. Contacts and Communication Protocol

Phone Technical Support: For phone technical support, please contact the Emerson Global Service Center at +63 2 702 1111. The Support Center will assist with product technical phone support for Emerson Automation Solutions products and related Emerson supported products. Please have your **System ID #** available when you dial the toll free number. You will be asked your name, this ID number, affiliated company and location. Each of your calls is logged with this information.

You can also access the Global Service Center via on-line as follows:

Global Service Center / Online & Email Customer Service Contact Information
<ul style="list-style-type: none">• Phone: +63 2 702 1111• E-Mail: ap-sms@ap.emersonprocess.com• WEB: Guardian Support: http://guardian.emersonprocess.com• Foundation Support: http://www.emersonprocess.com/systems/support



2. SCHEDULE OF LOCATIONS AND SYSTEMS

This document defines the service agreement plan and deliverables for Texas A&M University at Qatar the locations and systems shown in Table 1 below:

Table 1. Schedule of Systems

DeltaV System ID	DST Size	System Name	Location
0001-0002-8880	75	Texas A&M TAMQ1-06	Qatar

3. SCOPE OF WORK SUMMARY

This proposal provides details of a Long Term Support Agreement (LTSA) that has been specifically tailored to the requirements of the systems installed at **Texas A&M University at Qatar**. As a First Stage, this LTSA covers the current Emerson Process Automation System (PAS) equipment at the site and includes:

Guardian Support	
Service & Deliverables	Results & Benefits
<ul style="list-style-type: none"> • Expert technical phone support by Emerson professionals • Remote system diagnosis to speed troubleshooting and problem resolution • Software updates, DVD media (also available for online download) and documentation for maintenance (fix) releases • Automated Service Notifications that are user-selected and system-specific provide immediate notification whenever relevant 	<ul style="list-style-type: none"> • Better decision making with data from many sources • Improved staff productivity through global collaboration across systems and sites • Lower operations and maintenance costs by shifting from reactive/preventive maintenance to a predictive/proactive strategy • Improved capital efficiency through increased investment life as new products and technologies become available
Scheduled System Maintenance	
Service & Deliverables	Results & Benefits
<ul style="list-style-type: none"> • Planned equipment maintenance. • Handling system administration task - backing up configuration, archiving logs and process history, performing file maintenance, installing service packs and security updates. • Performing checks to assess general system health and identify future needs. 	<ul style="list-style-type: none"> • Improved process availability — Careful inspection and maintenance performed by trained and certified specialists can reduce or eliminate the risk of lost production time. System failures can be avoided if the right things have been checked, verified or tested on a prescribed schedule. • Asset protection — A well-designed maintenance program can reduce long-term equipment deterioration and may prevent premature equipment failure or damage. • Reduced operations and maintenance costs — Scheduled System Maintenance can help to minimize the chance of unexpected emergency service calls and costly equipment failures.

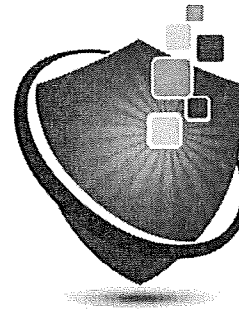
Spares Parts Management	
Service & Deliverables	Results & Benefits
<ul style="list-style-type: none">• Provide certified personnel qualified to perform the services• Coordinate schedule with Customer• Provide complete report of work performed and findings• Document all parts replaced for Customer verification, invoicing and future reference.	<ul style="list-style-type: none">• Reduce inventory costs. DeltaV™ Extended Hardware Warranty Service enables you to reduce your spares inventory and invest your capital elsewhere. Minimize ongoing related costs for storage, periodic checkout, inventory administration.• Avoid risk of parts obsolescence. DeltaV™ Extended Hardware Warranty Service provides factory new spares that are properly matched to the revision level of your DeltaV system.• Minimize lost production. Ready-to-ship replacement spares will help you maintain your local spares stocking level to ensure availability in case of unexpected system issues

Emerson will utilize its exclusive, designated field service office to support **Texas A&M University at Qatar**, consisting primarily of the DeltaV DCS equipment and associated buyouts. All local service providers use Emerson's Lifecycle Service[®] in-field support program. Lifecycle Service[®] defines our common support processes, tools, field service certification standards, technology utilization and expertise requirements.

4. SCOPE OF WORK

4.1. Guardian™ Support for DeltaV™ Distributed Control System

- Risk management
- Incident management
- Lifecycle management



Subscribe to an innovative service for achieving peak reliability and performance of your DeltaV distributed control system.

Introduction

Guardian Support is a prognostic service designed to optimize the reliability and performance of your DeltaV™ distributed control system (DCS). It is the core element for Emerson Lifecycle Services, designed to help improve your competitive advantage and bottom line business results through critical service and support information. It enables real-time visualization and management of your control system. The service can help improve productivity by analyzing data and delivering useful, relevant, critical, system-specific information to keep your plant current. It will help you make more-informed, proactive decisions about your process automation system. By making day-to-day systems management tasks fast and efficient, Guardian Support will also allow you lower operations and maintenance costs by shifting from reactive/preventive maintenance to a predictive strategy.

Guardian Support aggregates and securely delivers personalized real time service intelligence tailored to platform architecture and application — at the individual System level, the Plant level and the Enterprise level. Guardian Support delivers technical support and life cycle services for the DeltaV DCS architecture. Additionally, Guardian Support aggregates information related to OEM and commercial off-the-shelf technologies, digital field devices and Emerson Alliance partner products associated with DeltaV DCS. The result is a single point of critical system information to help you effectively manage your DeltaV DCS.

Benefits

Risk management: Through continuous improvement and support, you can begin to focus on critical business objectives. Guardian Support provides risk management by matching system-specific information to your systems and displaying it in a secure, customized support portal. You'll have a proactive way to manage risk by way of a secure website dashboard and push email notifications. The Guardian Support dashboard features user-configurable content specific to your systems, both real-time and historic.

A visual dashboard gauges the overall health of your system. The System Health Score measures Key Performance Indicators (KPIs) that determine how well risks to your system's safety, security and process are being managed. KPIs for risk areas are listed as KBA, Software Updates, Service Calls, Support Status, SHM Action Alerts and SSM Findings. It's an easy way to increase performance as you see which systems need attention, and which are at low risk. Drill down into your system information using your own system node names and immediately determine serial numbers, warranty status, model numbers for spares, versions, drivers, hot-fixes, DeltaV DCS version compatibility, lifecycle status, and more.

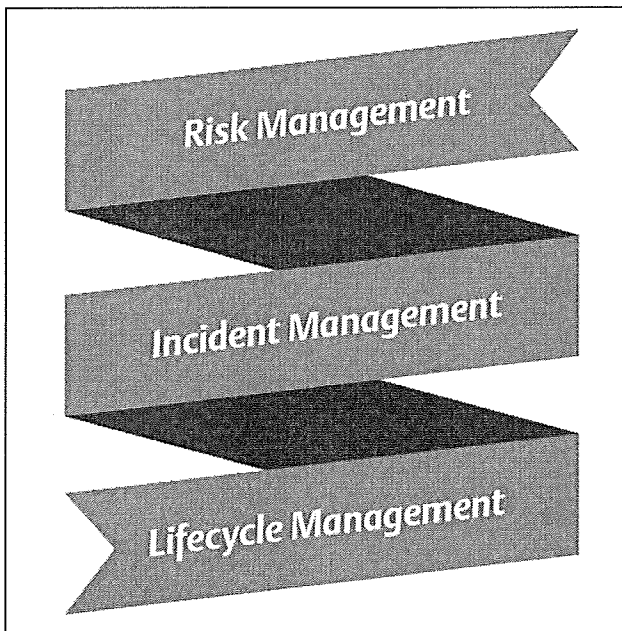
The Guardian website also includes proactive Knowledge Base Articles (KBAs) that are matched to the system and presented in executive summary format: one click for the full article and another click to download

any applicable hot-fix. KBA management tools track the status of mitigation actions, and new or revised KBAs are continuously re-matched to the most recently captured system content information. Minimize risks related to cybersecurity threats, process control disruptions or safety concerns with this valuable resource to manage constant updates. Patching, KBAs and hot fixes — left unknown or unattended — can lead to production loss, and it's important to understand the applicability, necessity and urgency of updates. You need to be fully versed in your hardware and how it can be compromised. Improve capital efficiency and stay ahead of the technology curve with the latest software releases, including service packs and major new releases. Microsoft Security Updates are tested and confirmed for compatibility, and then bundled for easier installation. Risk alerts are ranked for urgency, with recommendations given about what to install and when. This supports your work planning and prioritization so you can make better business decisions.

Guardian Support subscription includes an Automated Service Notification feature that is user-configurable and system- specific, providing immediate notification whenever relevant, actionable system information becomes available. Two delivery methods are available: email with a personally configured subject title, and RSS web feed.

System Analysis Reports prepared by Emerson experts include day-to-day service activity for the covered service period. These reports are based on system content, trends, events, and call history to help you operate and maintain your system with the highest availability and sustainability. The reported information is reduced to actionable, informative charts, graphs and recommendations.

Incident management: Receive the expertise to troubleshoot and fix system failures. Slower repair times lead to longer production downtime. You strive to make efficient use of all your resources, but there can be a huge maintenance cost, in terms of both dollars and man-hours, to troubleshoot and fix a system if you're pulling away staff that should be focusing on other issues, or if your maintenance team doesn't have the right training or skill set. You need access to experts at all times to help you through critical issues.



Guardian Support provides incident management with standard 24x7 Expert Technical Support coverage at no extra charge. You can call at any time, or submit questions and issues through the dashboard on the Guardian portal. The Global Service Center (GSC) prioritizes calls to respond quickly when your plant is down, and experts are always on-hand to walk you through steps to fix the issue. Remote system diagnosis helps GSC to speed troubleshooting and problem resolution, helping to reduce downtime and improve your operating performance. At the customer's request, Emerson Technical Specialist can remotely log on your automation system to perform online troubleshooting.

Information on Call Logs provides you the ability to monitor technical support calls of your systems. You can view, open and closed calls. It provides information such as for which system was the call made for, a brief description of the call, the severity of the call, the name of the caller, and when the call was last updated.

You can also Submit New Call via Guardian website.

A service call form is needed in order for our technical support team to efficiently address your concerns. This includes information about the affected system issue and details of your query. Emerson's technical support team will contact you via phone or email depending on your preferences.

Information from Knowledge Base Articles helps onsite staff fix issues quickly and correctly, and special tools collect system data to help diagnose issues faster. With a historical record of system issues, you can view all system incidents, calls and resolution. This makes it easy to share best practices and lessons learned, distribute information across your enterprise, build skills and collaborate with all your DeltaV DCS managers worldwide on similar issues.

Lifecycle management: Ensure your equipment runs reliably and is available. When done manually, it can take a lot of time to manage system hardware and software, to keep your assets current and to manage the lifecycle of all your equipment. With Guardian Support, you'll have access to a complete system inventory, so you can plan for upgrades, replacements and parts obsolescence. This is critical to sustaining your system investment as components, subassemblies and critically dependent software evolve. Use it to gain an accurate view of all the hardware, licensing and documentation in place, which is valuable for budget planning.

Guardian Support provides lifecycle management by matching your enrolled system-specific hardware and software content to its associated lifecycle status via the dashboard. Email alerts provide notice whenever there is a change on the lifecycle status of enrolled hardware/software. The service keeps an updated and accurate inventory of all system components and licensing in a readily viewable format through a secure site. Asset Lifecycle status information listed by node name and Emerson model number helps you plan system management and sustainability investments.

Guardian Support provides Software Upgrade by having the capability of downloading the latest DVD media directly from the website. The website also provides users with the Checksum Tool. Software downloads are highly reliable in most circumstances. However, if you want to check the integrity of the downloaded ISO files before burning DVD media, you can perform a checksum on the downloaded ISO file. This will redirect you to a Microsoft website download center for the tool.

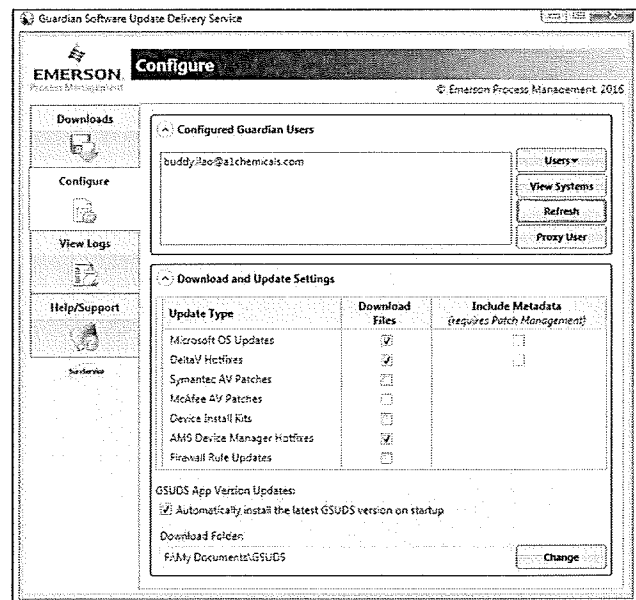
Guardian Support features a License Usage screen that shows what licenses are available, assigned, and unused for each system node. This feature is also useful for demonstrating conformance of license utilization to license purchase.

Education screen allows you to view the list of training courses and schedules that Emerson can offer. You can choose from the five training delivery options that can best suite your needs. These are Regional Training Centers, On-Site, Local Training, Blended Learning Training, Virtual Classroom and eLearning. Videos and webinars are also available in the page.

An automated Guardian Software Update Delivery (GSUD) applet that allows the user to download (either on demand or scheduled) system-specific DeltaV DCS and AMS Device Manager hot fixes, Microsoft® OS Updates, Device Install kits (for DeltaV DCS, AMS Device Manager, Ovation, Hart, Fieldbus™, Profibus® and DeviceNet™), McAfee Antivirus Patches and text files containing the filename of the latest

Symantec™ Antivirus updates. This applet is necessary for the successful implementation of the optional Automated Patch Management service – that allows for deployment of the said updates to the nodes across the DeltaV network.

Fleet management: Collaborate with your peers and share best practices in managing your systems across the enterprise. System issues that occur in one site can be immediately mitigated in another site that is located in another part of the world through on-time notification and proper documentation. Knowing relevant information about all the systems in your enterprise helps in efficient planning and utilization of the already limited global resources you have.



Guardian Support provides fleet management by providing access to a user-configurable Dashboard Website where you view all systems across the enterprise. Depending on how your account is configured, you will be able to monitor the information that are presented in the website, and thus, act accordingly when issues arise. You can easily determine which system among the many systems you have globally need immediate attention, so you can flag the manpower you have locally to address these concerns.

An easy-to-use System Explorer provides a quick view of all the systems you have access to. Simply choose the systems you are interested in by placing a check mark beside the system name. Click OK and you will be

able to view the system health score of the selected system. A Search field is also available, accepting entries such as system ID and system description, allowing you quick selection. You may also select by product line by using the dropdown provided.

The Notification Settings from the Guardian Support website can be selected on an enterprise level, location level or system level, depending on user preference. A user having global responsibility of managing the systems can therefore receive timely information on KBAs, software updates or even retiring assets matched to his systems, and this triggers immediate need for action to be addressed by the affected sites globally.

Cost management: Save time and money by significantly reducing your unplanned downtime and maximizing the investment in your system. Guardian Support shifts maintenance strategies from being reactive/preventive to proactive/preventive, and having access to critical information and expert technical support round-the-clock not only gives you peace of mind, it also increases productivity of your workforce by focusing only on the most critical processes in the system.

The product safety notice, security and process hot fixes and updates that are matched to your system have been identified to have the potential to disrupt your control process. These Knowledge Base Articles are brought to your attention for mitigation or resolution to help you prevent unplanned events. If applied immediately, the risk of downtime, which usually tends to be expensive, will be lessened. These critical Knowledge Base Articles (KBAs) and Microsoft Security Updates are presented in the Guardian Support website using an easily readable table format that you can also export to Excel if needed.

The lack of engineering expertise in-house due to the aging workforce makes it difficult and expensive to keep the plant running at its peak. Especially in today's fast-paced technology- driven environment, having a network of highly skilled Subject Matter Experts, who have the resources to access the latest technology, helps you in maximizing your plant assets and provides the appropriate guidance in addressing any technical concerns that you encounter in your production process.

The Lifecycle Status information help you plan your capital budget while prioritizing which system components to maintain, upgrade, or migrate. This information will also be useful in planning your spare parts inventory, aiding in the effective and efficient use of capital.

Guardian connect: Guardian Connect provides web access and system health visibility to systems without Guardian Support, allowing customers to immediately determine the relevant system security and safety risks they are exposed to. For those systems that are not yet registered, you are allowed to activate the one-time 30-Days Trial Support to experience the benefits of the Guardian website by uploading your registration file.



Conventional Software Support

As part of your active Guardian Support service, we created the Conventional Software Support (CSS) license that will be installed on your system to give access to all DeltaV software updates and upgrades, including hotfixes that are created for a software version during the Conventional Software Support (CSS) period. This is the time period during which Emerson offers software hotfix support, when merited, for a specific version of the DeltaV software.

During the CSS period, a software support license will be generated for each system at the time of Guardian Support initial purchase and Guardian Support renewals. This is a DeltaV license that should be applied to a specific DeltaV DCS and is not transferrable or reusable in other systems with a different system ID. The license expiration date is concurrent with the support plan expiration. When service is renewed, a new CSS license will be generated for the system. Active Guardian Support users can download the CSS license at <https://guardian.emerson.com/>.

A hotfix identified as Safety-Related may be applied to all appropriate DeltaV DCS, including those without CSS licenses.

The CSS availability dates are as follows:

- DeltaV v11– through November 2016 (Service Pack Release Date: December 1, 2011).
- DeltaV v12 – through April 2019 (Service Pack Release Date: April 21, 2014).
- DeltaV v13 – through September 2020 (Service Pack Release Date: TBA).

DeltaV version v10 moves to a Retired lifecycle status in February 2014. To stay current with the latest technology and take advantage of new functionality in DeltaV, we encourage you to work with your local Emerson Service Provider, who can provide you system life planning assistance to best manage your control system investment.

Starting with v11.3.1, the 5-year Software Support Lifecycle for a major version begins when Service Pack 1 is released.

Knowledge Base Article AP-1000-0004 contains detailed information regarding the CSS license function and installation procedure.

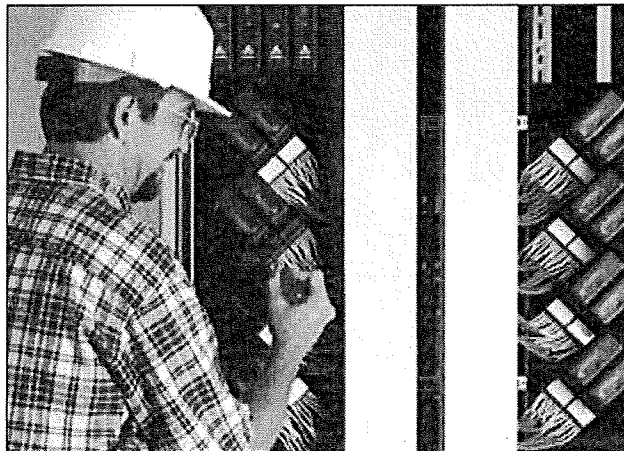
Guardian Support Bridge

Guardian Support Bridge is a service option available for DeltaV v11.3.1 Guardian Support subscribers. Guardian Support Bridge offers an extended period of KBA/ DeltaV software (hotfix) support, as well as security patch, OS Updates and anti-virus update testing. For DeltaV v11.3.1, Guardian Support Bridge is available for up to three years from the Conventional Software Support (CSS) Retirement date of December 1, 2016.

Service Requirements

- DeltaV version 7.4 or higher required.
- System information collection requires periodic customer use of an automation-assisted process using the standard DeltaV DCS registration utility. This process does not require a direct Internet system connection.
- Guardian Support is available 24/7 for telephone technical support service. Emerson's Global Service Center provides English, Spanish and Mandarin languages support.
- Additional Local Help Desk and Scheduled & Remedial On-site services are available through one of Emerson's local Field Service Offices or Local Business Partners on a per quote basis.
- Model Numbers are also available to order combined support for DeltaV DCS and AMS Device Manager packages that are located at the same physical site. This combined model number provides Guardian Support for the DeltaV DCS and Foundation Support for the AMS Device Manager packages.
- Guardian Support quotation can be requested by logging -in at Guardian website and click the Request to Quote button. An email notification will be sent to you as reference and also to the appropriate Emerson representative that will assist you with your request.

4.2. Scheduled System Maintenance



Achieve and sustain peak control systems operational performance and reliability.

- Implement a standardized maintenance approach
- Improve process availability
- Reduce operations and maintenance costs
- Receive services executed by Emerson experts

Introduction

Regularly scheduled maintenance is critical to ensuring the longevity and peak performance of your system.

Scheduled System Maintenance has been created to meet your plant's specific and comprehensive needs and to address your operational and business imperatives and challenges:

- Keeping your plant operating safely, consistently and economically.
- Improving and preserving your asset reliability and investment over time.
- Optimizing your plant performance and achieving business goals.

Improve business performance and protect your automation investment with one of the largest global services and support organizations in the industry.

Emerson service specialists will perform a prescribed set of maintenance tasks using a standard and proven procedure. This expertise is supported by more than 40 years of process systems industry experience and thousands of customers worldwide.

Scheduled System Maintenance provides site services to proactively maintain and continually advance and enhance your Emerson control system installation.

With this program, you can keep your control system hardware and software maintenance requirements up-to-date while maintaining a flexible path forward to new technology and features.

Benefits

Implement a standardized maintenance approach: Scheduled System Maintenance Service represents a standardized and proactive maintenance methodology provided by Emerson to help you operate your control systems safely and dependably day after day. Scheduled System Maintenance changes the maintenance from a fail and fix approach to predict and prevent approach. The objective is to proactively identify shortcomings that can impact system continuity and availability.

Improve process availability: Maximize plant manufacturing availability and avoid loss of production through proactive software and hardware support maintenance methods to match your plants operation needs. Software maintenance updates to keep equipment operating reliably and stay current with latest technology.

Reduce operations and maintenance costs: Scheduled System Maintenance will minimize the chance of unexpected emergency service calls and costly equipment failures. Emerson technical expertise will augment your capital efficiency by sustaining the useful life of the software and applications and also your plant internal staff versus additional hiring and improve your staff responsiveness and productivity.

Receive services executed by Emerson experts: Priority access to site services specialists with deep knowledge of past proven solutions experiences can be a major time saver and will help reduce the risk of an inefficient or unreliable solution.

Service Description

Emerson will initiate the scheduling of planned maintenance visits with your plant's designated contact person. Emerson services specialists will work in advance with the customer to define the frequency and duration of service visits, specific services to be performed, and equipment to be serviced.

Scheduled System Maintenance visits are typically purchased in a bank of hours to be used during standard business hours.

In general, Emerson service specialists will perform maintenance tasks during the visit focused on six core and four additional (if installed) categories related with the DeltaV™ distributed control system (DCS):

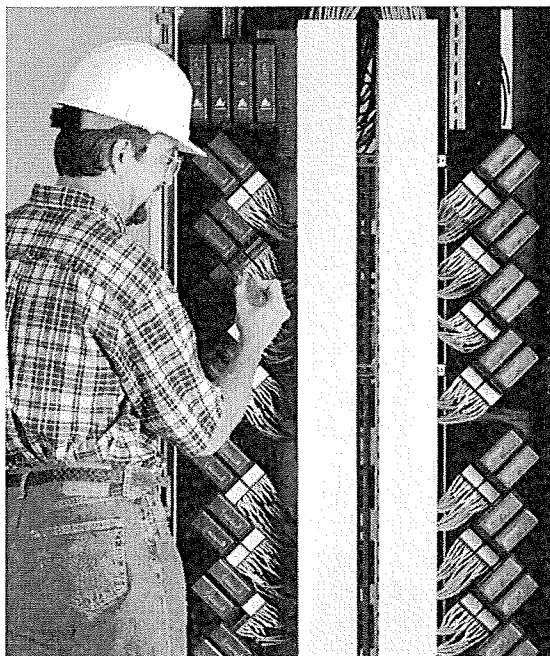
- **System updates and hotfix:** Activities related to overall system integrity, reviewing applicable KBAs, Microsoft and Symantec patches, hotfixes and DeltaV backups.
- **Controllers:** Activities related with review of controller's hardware and software, communications integrity, redundancy and basic health check values.
- **Cabinet:** Maintenance tasks related to cabinet voltage analysis, power quality and general revision of the DeltaV DCS hardware inside the cabinets.
- **Workstations:** Activities related with communications of the workstations, overall integrity, cleanup, software, hardware, free disk space, hotfixes/KBAs, alarms and events backups.
- **I/O Subsystems:** LED indicators, check overall integrity, check properly connected IO carriers and cables.
- **Network:** Physical inspection of cabling connectors and cabling integrity of Smart Switches and Firewalls (undamaged/unstressed).
- **DeltaV SIS™ Maintenance:** Activities for the Logic Solver SLS1508 and SIS Net Repeater, including status of communications, LED indicators, communications, check all channels.
- **Backup and Recovery:** Checks to make sure Backup and Recovery setup is working as configured, if installed in the system.
- **Automated Patch Management:** If subscribed to Automated Patch Management, ensure that the installation is working properly.
- **Virtualization:** If there are virtualized workstations/servers, maintenance activities related to the various components will be performed.

During each service visit, specialists will log all findings and observations and generate a standardized report. The report summarizes the findings and actions taken during the execution of the Scheduled System Maintenance routines. The report includes any other action plan recommendations identified during the visit to improve lifecycle, support and maintenance of the control system.

Service Availability

Scheduled System Maintenance is a Lifecycle Services offering for DeltaV DCS. The Lifecycle Services portfolio consists of service modules, each designed to address specific support requirements. These modules can be combined to customize a support program for your plant that is tailored to fit just right, meeting your support needs while providing value and peace of mind.

4.3. Spare Parts Management



Enhancing your site's strategy for maintaining spare parts and maximizing your process uptime

Service Description

Our Spare Parts Program is considering two different Services: Rational Spare Parts Estimation and the DeltaV™ Extended Hardware Warranty Service, which has and One Site Visit for Spare Parts review.

Rational Spare Parts Estimation

Emerson had designed a Spare Parts Program to estimate the Suggested Spares to match your installed system requirements. This program is fully aligned with the Emerson's initiative of increase our Customer's Plant Uptime; provide a solution to those customers that are not prepared for an extended outage of spare parts and to reduce the Customer "risk levels" in terms of Spare Part Availability. Our Spare Parts calculator uses the System Registration Utility (XML File) from the customer's System ID to capture the current architecture of the DeltaV. As a result, Emerson provides an "In-Stock Probability" assessment based on a Poisson analysis of installed units, Reliability Index and time to replace information.

Our Spare Parts stock recommendation is based on:

- The total installed hardware base of DeltaV system hardware at the site (or for a specific system).
- The global reliability information gathered for each product.
- An "In-Stock Probability" percentage using installed quantities, reliability indexes and replacement lead-times as core references.
- Substitution products and checks revision compatibility for products no longer available.

As a result, when our customers use our Spare Part Program you are getting from Emerson:

- Setting guidelines/recommendations for total spares and/or minimum plant level spares.
- Maintaining availability of key spares assemblies for customer requirements in the event of such an outage.



- Supplying and supporting spares-based programs catering to customer's local needs.
- Provide a better cost of on-site inventory considering: capital cost of the parts, Inventory holding costs, maintenance costs, storage costs, depreciation costs and obsolescence costs.

DeltaV™ Extended Hardware Warranty Service.

Emerson offers DeltaV™ Extended Hardware Warranty Service to provide a means to extend the DeltaV hardware warranty. This provides replacement of an enrolled DeltaV system's failed assemblies with Emerson Factory assemblies, at no additional cost, and replacement assemblies are warranted for one-year. DeltaV™ Extended Hardware Warranty Service provides replacement modules for all Emerson PSS Price Book DeltaV and DeltaV supported products. The following description further defines the DeltaV™ Extended Hardware Warranty Service:

DeltaV™ Extended Hardware Warranty Service is based on a specific DeltaV System Identification (ID) with system in proper working condition. A separate service is required for each DeltaV system ID regardless of proximity to other systems at the same site.

Emerson Automation Solutions will ship, from its inventory, a replacement assembly within one business day following the completion of the Return Authorization Process. The Return Authorization Process is managed by the local Emerson Service Organization and it includes the communications and documentation related to requesting the assembly replacement from Emerson.

Replacement assemblies provided under this agreement are on an exchange basis and the failed unit is to be returned to the source of replacement. Failed assemblies that have been replaced under the DeltaV™ Extended Hardware Warranty Service, which are not returned within the allotted return grace period will be invoiced at the current customer list price.

DeltaV™ Extended Hardware Warranty Service is intended for failed item replacement only. It is not for purposes of updating, refurbishing, checkout, re-configuring, calibrating or cleaning of the DeltaV system.

Failed assemblies returned to Emerson Automation Solutions that have been mechanically damaged, modified without authorization, immersed in liquid, corroded, damaged by fire, or are otherwise unsuitable for reconditioning are subject to rejection. Emerson Automation Solutions will invoice the Customer for any rejected assembly at the spare assembly price prevailing at that time.

DeltaV™ Extended Hardware Warranty Service includes 1 site visit in order to perform onsite Services that may include: Spare Parts Site Inventory review by Emerson in terms of quantity and storage conditions, run new a new Rational Spare Parts Estimation and track possible changes about new spares to include in the local stock/Extended Parts Warranty and Review the Hardware Lifecycle Care status of the DeltaV.

The above visits will be scheduled during regular working hours with travel time and expenses included. Extra scheduled Service Visit days and work on weekends and holidays can be arranged at the rates outlined in appendixes. Service coverage period and hours: During normal local office hours Sunday to Thursday, 8:00AM to 5:00PM.

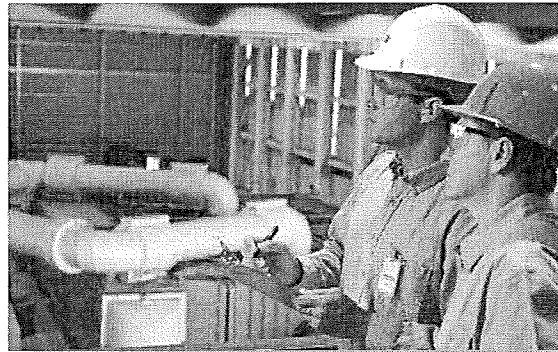
Benefits

Reduce inventory costs. DeltaV™ Extended Hardware Warranty Service enables you to reduce your spares inventory and invest your capital elsewhere. Minimize ongoing related costs for storage, periodic checkout, inventory administration.

Avoid risk of parts obsolescence. DeltaV™ Extended Hardware Warranty Service provides factory new spares that are properly matched to the revision level of your DeltaV system.

Minimize lost production. Ready-to-ship replacement spares will help you maintain your local spares stocking level to ensure availability in case of unexpected system issues. Your part will be shipped from Emerson within 24 hours of your request, directly to your site - minimizing lost production.

Accomplish cost-effective maintenance. The DeltaV™ Extended Hardware Warranty Service program provides predictable maintenance budget and unlimited access and replenishment of your inventory usage at no additional cost.



Exclusions

Replacement for Dell products such as Dell PCs workstations, servers, monitors printers and other Dell manufactured items and associated peripherals. Emerson's Extended Computer Availability Program is available for DeltaV systems that are running less than current Microsoft Operating System based applications.

Replacement for none standard "buy-out" products such as Stratus Fault Tolerance servers, special network and third party interface devices. Specific support arrangement can be made through Emerson's local support organizations.

Field devices are not considered as part of the DeltaV™ Extended Hardware Warranty Service agreement.

Technical support for System problem fault isolation, removal or installation of spares, software reinstallation, etc. is not included.

Service Deliverables

- Provide certified personnel qualified to perform the services
- Coordinate schedule with Customer
- Provide complete report of work performed and findings
- Document all parts replaced for Customer verification, invoicing and future reference.

Service Requirements

- Provide key personnel access, grant site specific gate pass, safe entrance and working conditions during the period of service.
- Confirm schedule service dates, in agreement with Emerson.
- Guardian upload is current or System Revision summary is provided for the pre-site work





5. COMMERCIAL SUMMARY

The following services are to be provided in accordance with the service specifications defined, the charges show in **Tables 5.1 to 5.2** and relevant notes. Changes to the scope of delivery in this document revision, or adjustments to fees and expenses require mutual and documented agreement by the customer and Emerson.

Table 5.1. – Yearly Total of Services Offered

Item	Description	Year 1	Year 2	Year 3	Year 4	Year 5
1	Guardian Support VE9041S0100_SVC <ul style="list-style-type: none">KOB 3.4.b 5-Year Guardian Support for System up to 100 DST. This includes 24/7 technical phone support.For SID 0001-0002-8880From 2017 to 2022	2,540.03	2,603.53	2,668.62	2,735.33	2,803.72
2	Scheduled System Maintenance (SSM) (Exclusive of Miscellaneous Expenses) <ul style="list-style-type: none">KOB 3.4.b One (1) visit per year, Two (2) days per Visit, One (1) Emerson Engineer	4,300.00	4,515.00	4,740.75	4,977.79	5,226.68
3	Critical Spare Parts for DCS	17,389.46	-	-	-	-
Yearly Total, USD:		24,229.49	7,118.53	7,409.37	7,713.12	8,030.40





Multi-Year Guardian Support - Terms and Agreement

- Reinstatement Fees are waived for Multi-Year Agreement.
- Inclusive of an **15%** Discount for a **5 Year** Guardian Support.
- Applied Discounts will only be applicable on the purchase of the respective multi-year support.
- Multi-year agreement pricing will be adjusted annually based on the actual DST /TAG count at the local agreement anniversary date.
- Multiyear agreements will be invoiced annually, at the beginning of each support year. The PO should stipulate the number of years included in the agreement and should include one line item for each service agreement year. The Emerson Authorized Representative will invoice each year in advance under the same PO.
- Early cancellation of a multi-year agreement will be subject to an early cancellation fee. This early cancellation fee will be equal to the sum of the multi-year incentives previously provided under this agreement. For example, if the five-year commitment is cancelled after only three years, the cancellation fee will be equal to the sum of multi-year incentives that was provided in each of the previous three years.

Notes on Scheduled System Maintenance:

- Estimated days to do Scheduled System Maintenance
- One (1) Local Emerson Engineer
- 2,150/ Daily rate for Year 1 for an 8-hour workday with 2 hours of travel time
- Sundays to Thursdays
- Miscellaneous Expenses (Telephone Calls, Medical Certificates, Visa Expenses, Air Ticket, Other Expenses), if applicable, are to be charged at cost + 15%.
- *Hours/Days presented are estimates. Actual hours to be billed based on actual signed timesheets. Onsite time spent shall be charged as per work unit rates mentioned in **Attachment 1 – QTR SR17***



Table 5.2 – Pricing Breakdown for Spare Parts for DCS

Item No	Qty	Model Number	Description	Unit Proposal Price (USD)	Total Proposal Price (USD)
1	1	KJ3201X1-BA1	KOB 3.3: Discrete In Card; Series 2 Redundant Capable 24 Vdc; Dry Contact	513.04	513.04
2	1	KJ3202X1-BA1	KOB 3.3: Discrete Out Card; Series 2 Redundant Capable 24 Vdc; High-Side	700.15	700.15
3	1	KJ3221X1-BA1	KOB 3.3: Analog Out Card; Series 2 Redundant Capable 4-20mA; HART	1,637.44	1,637.44
4	1	VE3008	KOB 3.3: MQ Controller	10,072.32	10,072.32
5	1	KJ3224X1-BA1	KOB 3.3: Analog In Card; mv/Thermocouple; Series 2	2,084.94	2,084.94
6	1	KJ3222X1-BA1	KOB 3.3: Analog In Card; Series 2 Redundant Capable 4-20mA; HART	1,443.95	1,443.95
7	1	COFOINSTD	INTERNATIONAL CERTIFICATE OF ORIGIN	87.62	87.62
8	1	-	ATTESTATION FEE	50	50
9	Freight, Shipping and Handling (DDP Customer Site in Doha, Qatar)			-	800
Spare Parts for DCS Subtotal					17,389.46





6. PROPOSAL BASIS / COMMERCIAL TERMS

Emerson's proposal is based on the following considerations.

1. Validity: **30 Days**
2. Payment Terms: **30 Days Net**
3. Prices are in USD. VAT and any other applicable taxes and import duties excluded.
4. Delivery Time: **8 – 10 weeks**. The estimated lead time indicated herein considers our standard order process, manufacturing and delivery as prescribed by the applicable incoterms. Actual lead time of delivery shall be known after receipt/acceptance of the written order. Note however that lead-time for processing certificates is excluded from the actual item delivery.
5. Delivery Terms and Destination: Prices quoted are **DDP Customer Site in Doha, Qatar** according to the INCOTERMS 2010.
6. Minimum order value is \$250.00. No order lower than @250.00 will be accepted, more than one quotation can be incorporated as one (1) order to meet the minimum order value.
7. No PO will be processed without Emerson Quote Reference File Number and after the expiry of the 30-days validity.
8. Representative will order the listed Service Agreement part number with pricing notes referencing this proposal and associated pricing.
9. If **Texas A&M University at Qatar** finds this proposal acceptable, please provide Emerson with a suitable Purchase Order or Written Authorization to begin work.

Please reference proposal **QTR/170203-1543 Rev 4.0** (CRM ID: AEIA-XUEDT2)

The Purchase Order should be addressed as follows:

EMERSON PROCESS MANAGEMENT QATAR W.L.L
Emerson Automation Solutions
P.O. Box 32281
Doha, State of Qatar
Via Fax: +971 4 88 65 565 / +971 4 88 65 465
Or via E-mail to: PSSOrders.MEA@Emerson.com



7. EXPORT COMPLIANCE STATEMENT

The present quotation, the acceptance of an order under this quotation, and the fulfillment of any contractual obligations as a consequence of the quotation is subject to all current applicable import, export control and sanctions laws, regulations, orders, and requirements, including those of the United States where applicable. However, such laws and regulations may be amended from time to time including during the processing of an order. If Emerson Qatar WLL should fail to receive any necessary or advisable licenses, authorizations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit Emerson Qatar WLL from fulfilling any order, or would, in the reasonable judgment of Emerson Qatar WLL, otherwise expose Emerson Qatar WLL to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the order shall be relieved without penalty of all obligations with respect to any order resulting from this quotation.

If the present quotation would result in a sales contract with Emerson Qatar WLL, Emerson Qatar WLL will be obligated to check the final destination, the end use and the end user of the goods before accepting the order as the contract is subject to all applicable import, export control and sanctions laws, regulation, order, and requirements. The Purchaser agrees to provide Emerson Qatar WLL this information at its first request within the order proceedings; no order shall be binding on Emerson Qatar WLL until this information has been received and the transaction has been screened and cleared for compliance. Re-sale or re-export is permitted only after written approval of Emerson Qatar WLL.



8. DEVIATIONS / ADDITIONS TO TERMS AND CONDITIONS

- (Deviation) Item 5, INSPECTION AND TESTS

Inspections, testing and access should be limited to mutually agreed dates, times and locations. Furthermore, Emerson should reserve the right to accompany TAMU at all times during any such inspection or testing.

DL *RB* **(Addition) Item 8, Patents or Copyrights**

To the extent permitted by applicable law, Supplier shall not be liable to so indemnify TEXAS A&M in the event that:

- (i) such infringement arises as a result of Supplier having followed a design or instruction furnished or given by TEXAS A&M, or the Goods having been used in a manner or for a purpose or in a country not specified by or disclosed to Supplier prior to the date of the Contract or in association or combination with any other equipment or software, or
- (ii) Supplier has at its expense procured for TEXAS A&M the right to continue to use the Goods or has modified or replaced the Goods so that the Goods no longer infringe, or
- (iii) TEXAS A&M has failed to give Supplier the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against TEXAS A&M and/or TEXAS A&M has failed to permit Supplier, at Supplier's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim, or
- (iv) TEXAS A&M has made without Supplier's prior written consent any admission which is or may be prejudicial to Supplier in respect of any such claim or action, or
- (v) the Goods have been modified without Supplier's prior written authorization.

- (Addition, Clause 15) LIMITATION OF LIABILITY

Notwithstanding any other provision of the Contract, but subject to Clause 16, Supplier's and Supplier Affiliates' combined maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions arising under or in connection with this Contract or any collateral contract between the parties, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of Intellectual Property Rights or otherwise, shall in no circumstances exceed 100% of the Contract Price. TEXAS A&M agrees to this Clause 15 to the extent permitted by applicable law.

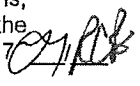
- (Addition, Clause 16) CONSEQUENTIAL LOSS

Notwithstanding any other provision of the Contract, Supplier and Supplier Affiliates shall not be liable under or in connection with this Contract or any collateral contract between the parties, for any loss of income, loss of actual or anticipated profits, loss of anticipated savings, loss of use, loss of production, loss of business, loss of contracts, loss of goodwill or reputation, loss of, damage to or corruption of data, or any indirect or consequential loss or damage of any kind, howsoever caused and whether arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of Intellectual Property Rights or otherwise whether or not such loss or damage was foreseeable or in the contemplation of the parties. TEXAS A&M agrees to this Clause 16 to the extent permitted by applicable law.

- (Addition, Clause 17) NUCLEAR INDEMNITY

GOODS AND SERVICES PROVIDED HEREUNDER ARE NOT SOLD OR INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. TEXAS A&M (i) accepts Goods and Services in accordance with the foregoing restriction, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to



defend, indemnify and hold harmless Supplier and Supplier's affiliate(s) from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Supplier's liability is based on negligence or strict liability. TEXAS A&M agrees to this Clause 17 to the extent permitted by applicable law. 

9. ATTACHMENTS

1. Emerson QTR Service Rates and Conditions (SR-17)
2. TAMU-B700036



Emerson Process Management
Qatar W.L.L
P.O. Box 32281
Doha, State of Qatar
T +974 4457 6777
F +974 4431 5448

Emerson Automation Solutions
Middle East and Africa
Qatar

SERVICE SUPPORT RATES

Service Category	Onshore Rates in USD			Offshore Rates in USD		
	Normal Hourly Rate	Overtime Hourly Rate (Sun-Thurs)	Premium Hourly Rate	Normal Hourly Rate	Overtime Hourly Rate (Sun-Thurs)	Premium Hourly Rate
Service Engineer	215	250	275	280	325	360

The above Service Support Rates are subject to the following conditions:

Time

Onshore Working Day:

A basic working onshore day is defined as up to 8 hours including work and local travel between accommodation and site, or between our office and site. Overtime is defined as all hours outside Normal time

Offshore Working Day:

A basic working day offshore is up to 12 hours. This rate applies to all time from the engineers arrival at the dispersal point. Offshore Overtime is defined as all hours outside Normal Offshore Time

Travel Time:

Travel time, outside the basic working day above, from our offices to site or local travel time from accommodation to site will be charged at the relevant rates listed above. All travel will originate from Engineer's base location office, which can be from any Emerson/Representative office in the Middle East, India or Europe.

Holidays

Premium Hourly rate will apply to all hours worked on weekends and Qatari Public Holidays, European Public Holidays or Indian Public Holidays depending upon the base location of the Engineer. The Premium rate will always be applied to at least one day within any 7 consecutively worked days.

Minimum Charge and Night shifts

A minimum charge of 4 hours will apply to any service visit. The hours will be charged at the relevant rate

Any night shift would be considered as OT rate, Night shift rate applies from 8:00 PM until 8:00

Home leave

To be taken as required by the project, frequency to be agreed.



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Doha, State of Qatar
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Induction training

Where required this will be charged at the above rates.

Preparation time

Any in-house work to prepare method statements, engineering, documentation or workshop time will be charged as an additional cost per the relevant rates listed above.

Expenses

Travel

Expenses for travel to and from site as required will be charged at \$100 (USD) per visit where our vehicle is used within Qatar.

If travelling by plane is included, Mob/Demob will be charged at \$1000 (USD) per visit that includes travel time as well as plane ticket.

Subsistence, Accommodation and Allowances

If not arranged or provided free of charge by customer, charged \$250 (USD) will be levied per day or part thereof to cover these cost.

Telephone Calls

All business calls charged at cost + 15%.

Medical Certificates

Any time spent obtaining site-specific medical certificates and/or drug/alcohol testing will be charged at the relevant rates set out above.

Visa Expenses

The costs of applying for and obtaining visas, including travel time and expenses to collect them if required, will be charged at the rates stated above.

Other Expenses

Any other expenses incurred in connection with the work or making our engineer available at site will be charged at Cost + 15%.

Terms and conditions

Conditions of Sale

Standard Terms and Conditions of Sale – Products & Control Systems: Emerson FZE, COS_PCS_DUB: EPM Edition 9/2005 will apply to any order received.

Availability

Three weeks clear notice is normally required to ensure availability of appropriate personnel. Availability of personnel will be reserved against a purchase order. In the event that personnel are not utilised as ordered we reserve the right to charge at the above rates.



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Time Sheets:

Customer representative should sign our engineers time sheets before the engineer leaves the site, Time sheets should be signed as a minimum on a weekly basis.

The signing of the time sheets will be acceptance that the engineer attended site, provided the service requested and the work was complete to the satisfaction of the Customer.

Invoicing will be based on the signed timesheet and the time signed for will be the basis for invoicing and payment. No retrospective claims or adjustments will be considered.

Site Conditions and Services

Please advise us of any special safety or other working conditions prior to order including any special health requirements. We assume free use of your welfare facilities, together with a 230/110v supply, if required.

Materials

Any additional materials required to complete the work or shipping equipment will be charged at additional cost.

Validity

Above rates valid for 60 days from date of quotation unless otherwise agreed.

Terms of Payment & Local Taxes

The payment shall be made within 30 days from the date of receipt of invoice.

All invoices will be submitted supported with timesheets approved by customers authorized signatory. Failing to make payment within 30 days will result in our levying a charge of 1% per week.

These rates are exclusive of all and any local taxes. Any local taxes payable will be added to the above costs and may be charged separately.

In case of having special signed agreement on payment terms with the customer, then what has been agreed should be followed.