

Article 1: Payment for Scope of Work

- 1.1 **Price:** As full consideration of the Work as described in Exhibit A, Article 1: Scope of Work, the CLIENT shall pay to SIEMENS \$6,390,000 (plus taxes, if applicable).
- 1.2 **Deducted Funds:** The CLIENT has agreed to deposit into a separate dedicated account in the water and wastewater revenue funds, sufficient funds for payment of the scope of work as herein defined. SIEMENS will submit periodic invoices to the CLIENT based on the Payment Schedule in Table B.1 below. The CLIENT shall be responsible to allow for timely disbursements from the fund. The account will be funded upon issuance of the bond indebtedness within 90 days of the execution of this Agreement or this Agreement shall be null and void. This 90-day funding period may be extended as mutually agreed in writing by the Parties. In the event that the Agreement becomes null and void as described in this paragraph and CLIENT has previously authorized SIEMENS to proceed with the Work, the CLIENT shall be obligated to reimburse SIEMENS either; (i) for the Work performed to date; or (ii) for the Work specifically authorized by the CLIENT from the revenues of the water and wastewater receipts
- 1.3 **Timely Payments:** The CLIENT agrees to pay SIEMENS in accordance with the percentage of the worked performed. CLIENT agrees to pay all invoices submitted by SIEMENS per Article 8 of the Agreement based on the percentage of the worked performed and a verified statement of SIEMENS.

Article 1 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: City of Coppell, TX

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: Siemens Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Article 2: Payment for Performance Assurance Services Program (PASP)

- 2.1 **Price:** As full consideration of the Services as described in Exhibit A, Article 3, the CLIENT shall pay to SIEMENS the amounts identified in Table B.2 plus taxes, if applicable, on the dates identified therein.
- 2.2 **Performance Assurance Services Program Term:** The term of the PASP shall commence on the Guarantee Date and shall extend for either: (a) the term of the Performance Guarantee Period where multi-year obligations are allowed; or (b) for twelve (12) month periods corresponding to the term of each Annual Period.
- 2.3 **Automatic Renewal:** Where the PASP term is limited to an Annual Period, the PASP shall automatically renew for successive Annual Periods beginning on the anniversary date of Guarantee Date. Either party may request to amend the PASP at the end of an Annual Period by giving the other party at least sixty (60) days prior written notice of such amendments and such amendment shall be mutually negotiated by the Parties and effective upon a written amendment signed by both Parties prior to commencement of the

next Annual Period. Each automatic renewal shall be and remain subject to the terms and conditions of this Agreement. SIEMENS obligations under the Performance Guarantee are dependent upon and subject to the express condition that the CLIENT maintains the PASP during the entire Performance Guarantee Period.

2.4 Termination: See Section 4.7 of the Agreement.

Table B.2 – Performance Assurance Program Payment Schedule

Date	Annual Payments (\$)	Notes
Year 1	\$ 16,663	Year 1 Measurement & Verification
Year 2	\$ 17,163	Year 2 Measurement & Verification
Year 3	\$ 17,678	Year 3 Measurement & Verification
Year 4	\$ 18,209	Year 4 Measurement & Verification
Year 5	\$ 19,693	Year 5 Measurement & Verification
Year 6	\$ 20,283	Year 6 Measurement & Verification
Year 7	\$ 21,936	Year 7 Measurement & Verification
Year 8	\$ 22,595	Year 8 Measurement & Verification
Year 9	\$ 23,971	Year 9 Measurement & Verification
Year 10	\$ 27,159	Year 10 Measurement & Verification
Year 11	\$ 27,973	Year 11 Measurement & Verification
Year 12	\$ 28,813	Year 12 Measurement & Verification
Year 13	\$ 30,567	Year 13 Measurement & Verification
Year 14	\$ 31,484	Year 14 Measurement & Verification
Year 15	\$ 35,672	Year 15 Measurement & Verification

Article 2 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: **City of Coppell, TX**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: **Siemens Industry, Inc.**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Article 3: Payment for Maintenance Services Program (MSP)

- 3.1 **Not Applicable:** Per exhibit A, Article 4, a Maintenance Service Program, (MSP) is not included in the scope of this agreement. If the Parties later agree, SIEMENS may perform maintenance services for additional fees on a Time and Materials basis or as established in a separate maintenance agreement.

Article 3 of Exhibit B is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT: **City of Coppell, TX**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

SIEMENS: **Siemens Industry, Inc.**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____