



**EMISSIONS MONITORING EQUIPMENT SUPPLY AND SERVICES
TERMS AND CONDITIONS OF SALE**

CEMTEK ENVIRONMENTAL, INC. dba CEMTEK KVB-ENERTEC ("CEMTEK KVB-ENERTEC") proposal is based solely on the pricing and terms and conditions included in CEMTEK KVB- ENERTEC's proposal and the following terms and conditions. CEMTEK KVB-ENERTEC's proposal, together with these terms and conditions, constitute the complete and final agreement between Buyer and CEMTEK KVB-ENERTEC in respect to this transaction. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of CEMTEK KVB-ENERTEC and delivered by CEMTEK KVB- ENERTEC to Buyer, and the Work received by Buyer from CEMTEK KVB-ENERTEC shall be deemed to be delivered or performed only upon the terms and conditions contained in this document, except as they may be so added to, modified, superseded or otherwise altered in CEMTEK KVB-ENERTEC's proposal.

1. **Definitions.** The following terms have meanings given below. Words importing persons include corporations. Words importing the singular include the plural and vice versa when the context requires.
 - 1.1. "CEMTEK KVB-ENERTEC" means CEMTEK Environmental, Inc. DBA CEMTEK KVB-ENERTEC Company, a California, USA corporation with offices at 3041 S. Orange, Santa Ana, CA 92707.
 - 1.2. "CEMTEK KVB-ENERTEC Software/Firmware" means Software/Firmware that is proprietary to CEMTEK KVB-ENERTEC.
 - 1.3. "Buyer" means the person, Company or Corporation to whom CEMTEK KVB-ENERTEC has submitted its proposal or who has issued an order for the Work.
 - 1.4. "Change" means an addition, reduction or modification to Work.
 - 1.5. "Contract" means the mutually acceptable agreement signed by authorized representatives of CEMTEK KVB-ENERTEC and Buyer for the performance of the Work.
 - 1.6. "Equipment" means all the equipment, parts, materials, supplies, and accessories to be furnished by CEMTEK KVB-ENERTEC, including the physical media, if any, on which Software/Firmware is delivered.
 - 1.7. "Other Software/Firmware" means Software/Firmware that is not proprietary to CEMTEK KVB-ENERTEC.
 - 1.8. "Proprietary Information" means CEMTEK KVB-ENERTEC's proposal, in addition to any drawings and information provided to Buyer in connection with the Contract.
 - 1.9. "Services" mean the services provided under the Contract.
 - 1.10. "Site" means the facility where the Equipment will be delivered or where the Services will be performed.
 - 1.11. "Software/Firmware" means any software or firmware, whether furnished as a separate deliverable or installed on or delivered with any Equipment, in object code form only, to be furnished by CEMTEK KVB-ENERTEC.
 - 1.12. "Work" means the Equipment, Services and Software/Firmware to be provided under the Contract and accompanying documents and the carrying out of all duties and obligations imposed therein.
2. **Proposal Information.** CEMTEK KVB-ENERTEC shall furnish only that Equipment expressly identified in CEMTEK KVB-ENERTEC's proposal. The dimensions, proposal drawings, typical illustrations, weights, materials, and details included herein, while representing the best information available at the time of the issuance of CEMTEK KVB-ENERTEC's proposal, may vary from that set forth during the development of the final design under terms of Contract. Such drawings as are included in CEMTEK KVB-ENERTEC's proposal are intended only to illustrate the arrangement of Equipment and are not to be construed as defining the extent and scope of the material CEMTEK KVB-ENERTEC proposes to furnish.
3. **Proprietary and Confidential Information.**
 - 3.1. Proprietary Information is provided under terms of confidentiality and contains confidential information. Proprietary Information incorporates knowledge and special techniques, among other things, in the arts and sciences which were developed, acquired or accumulated by CEMTEK KVB-ENERTEC at its own time and expense and which will be employed by CEMTEK KVB-ENERTEC to benefit Buyer under the Contract.



included in CEMTEK KVB-ENERTEC's original scope of Work. This warranty does not cover the effects of normal wear, tear, deterioration or abuse of the Equipment; or the effects of abrasion, erosion, or corrosion; or the effects of improper storage or erection (if not within CEMTEK KVB-ENERTEC's scope of Work); or operation or maintenance not in accordance with CEMTEK KVB-ENERTEC's operating instructions and other conditions of service specified, and in accordance with generally accepted utility practice. CEMTEK KVB-ENERTEC is not responsible for equipment or parts furnished by others or repairs or work done by others unless the same is specifically ordered by CEMTEK KVB-ENERTEC.

62. CEMTEK KVB-ENERTEC warrants that the Services (exclusive of Software/Firmware) will be performed in accordance with CEMTEK KVB-ENERTEC's standards, using qualified personnel in a good and professional manner. If within one (1) year for any other Services, such Services are proven by Buyer to be not in accordance with this warranty, then CEMTEK KVB-ENERTEC will re-perform the nonconforming Services and will bear any associated CEMTEK KVB-ENERTEC travel and living expense. Any and all technical information, recommendations, and/or reports that may be furnished or provided by CEMTEK KVB-ENERTEC to Buyer in the course of or as part of the Contract will be furnished or provided AS IS and do not purport to set forth all discrepancies or hazards nor indicate other discrepancies or hazards do not exist. **CEMTEK KVB-ENERTEC ASSUMES NO LIABILITY WITH RESPECT TO THE USE OF, OR FOR DAMAGES RESULTING FROM THE USE OF, ANY INFORMATION, METHOD, OR PROCESS DISCLOSED IN ANY INFORMATION, RECOMMENDATION OR REPORT ISSUED UNDER THE CONTRACT.**
63. CEMTEK KVB-ENERTEC warrants that the CEMTEK KVB-ENERTEC Software/Firmware will meet the CEMTEK KVB-ENERTEC specifications therefor in effect on the date of shipment when operated in the manner and on the Equipment prescribed. If, within ninety (90) days after shipment, such CEMTEK KVB-ENERTEC Software/Firmware is proven by Buyer to be not in accordance with this warranty, then CEMTEK KVB-ENERTEC will modify the nonconforming CEMTEK KVB-ENERTEC Software/Firmware or replace same with conforming CEMTEK KVB-ENERTEC Software/Firmware and will bear any associated CEMTEK KVB-ENERTEC expense. This warranty is voided if any modifications, changes, or additions are made to the CEMTEK KVB-ENERTEC Software/Firmware by the Buyer or any third party or if the CEMTEK KVB-ENERTEC Software/Firmware is used in a manner not in accordance with the CEMTEK KVB-ENERTEC specifications or on equipment not prescribed by CEMTEK KVB-ENERTEC. This warranty does not apply to Other Software/Firmware. CEMTEK KVB-ENERTEC will, however, pass on to the Buyer AS IS those warranties which are provided by the suppliers of such Other Software/Firmware. The Buyer has the responsibility of registering or taking whatever actions are required by Other Software/Firmware suppliers to activate those warranties in Buyer's favor. In the absence of a written agreement covering the purchase of updates or upgrades to CEMTEK KVB-ENERTEC Software/Firmware, all updates and upgrades to CEMTEK KVB-ENERTEC Software/Firmware are provided AS IS.
64. If CEMTEK KVB-ENERTEC cannot or does not perform such modification, adjustment, repair, replacement or re-performance within a reasonable time after written notice of such defect is received by CEMTEK KVB-ENERTEC, or if an emergency exists rendering it impossible or impracticable for Buyer to have the work performed by CEMTEK KVB-ENERTEC, then Buyer, after written notice to CEMTEK KVB-ENERTEC, may make or cause to be made such modification, adjustment, repair or replacement, in which case CEMTEK KVB-ENERTEC will reimburse Buyer for the reasonable cost thereof.
65. **The sole liability of CEMTEK KVB-ENERTEC and the exclusive remedy of Buyer arising out of the manufacture, sale or furnishing of the Equipment, Services or Software/Firmware hereunder or use thereof, whether arising under contract, tort (including negligence), strict liability, or otherwise, is the modification, adjustment, repair, replacement or re-performance as set forth above. IN CONSIDERATION OF THE ABOVE EXPRESS WARRANTY AND THE PERFORMANCE GUARANTEE(S), IF ANY, ALL OTHER WARRANTIES AND GUARANTEES, OTHER THAN TITLE, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF THE TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THE CONTRACT.**
7. **Indemnity For Other Than Design Professional Liability.** CEMTEK KVB-ENERTEC agrees to indemnify, protect, and hold harmless the Buyer from and against any claim for damage, charge, lawsuit, cost expense (including counsel and expert fees) judgment, or losses, which may be recovered against or from Buyer by reason of any damage to third-party property or bodily injury, including death, sustained by any person or persons whomsoever and which damage, injury or death occurs during CEMTEK KVB-ENERTEC's performance of the Services, work, activities, operations or duties of CEMTEK KVB-ENERTEC, or anyone employed by or working under CEMTEK KVB-ENERTEC or for services rendered to CEMTEK KVB-ENERTEC in the performance of this Agreement while on the jobsite, and only to extent resulting from. CEMTEK KVB-ENERTEC's, or anyone employed or working under CEMTEK KVB-ENERTEC, negligence, or willful misconduct. In no event will this indemnity apply to damage, injury or death resulting from the negligence of Buyer. In the event of joint or concurrent negligence of the parties, each party shall be liable in proportion to their respective share of negligence. For purposes of this Indemnity, Buyer's customers and the ultimate user of the Work are not considered third parties.



KVB-ENERTEC's United States employees. All other present and all future taxes, duties, tariffs, fees and other charges, including but not limited to, excise, import, purchase, sales, use, turnover, value added, consular, gross receipts, gross wages, ex-patriot or foreign country income taxes, taxes of any kind on transportation, off-loading, storage or any services of any kind including design engineering, or technical assistance and any other assessments, whether similar or dissimilar, imposed by the United States government (or the government of any country through which any equipment furnished by CEMTEK KVB-ENERTEC must pass en route from the country of origin to the country of destination) of any subdivision thereof or any taxing authority or any agencies therein with respect to the Contract or the subject matter thereof, are the obligation of Buyer. Any such items paid by CEMTEK KVB-ENERTEC will be added to the Contract price and Buyer shall reimburse CEMTEK KVB-ENERTEC for the amount of such taxes, duties, tariffs, fees and other charges and expenses incidental thereto upon presentation of an invoice therefor.

14. Terms of Payment.

141. Buyer shall pay Progress Payments within 30 days from date of invoice. Buyer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by applicable law, whichever is less, on any past-due amount for each calendar month (or fraction thereof) that the payment is overdue and all costs of CEMTEK KVB-ENERTEC's collection efforts including reasonable attorney's fees.

142. Should a milestone payment remain unpaid beyond sixty (60) days, CEMTEK KVB-ENERTEC may suspend its performance of the contract pending receipt of past due invoices.

15. **CEMTEK KVB-ENERTEC Insurance.** CEMTEK KVB-ENERTEC shall provide and maintain during the term of this Contract the following forms of insurance with insurance carriers maintain an AM Best Rating of A-7 or better.

	Type of Coverage	Limits of Liability
(1)	Workmen's Compensation Employer's Liability	Statutory \$2,000,000
(2)	Public Liability: Bodily Injury & Property Damage	\$2,000,000 each occurrence \$5,000,000 aggregate
(3)	Automobile Liability: Bodily Injury & Property Damage	\$2,000,000 combined single limit

Certificates evidencing that the above insurance is in force will be forwarded to Buyer upon written request prior to arrival at the site. With respect to subsections 15 (2) and 15 (3) above, CEMTEK KVB-ENERTEC shall include Buyer as additional insured, but only to the extent of any insured contractual indemnity obligations expressly assumed by CEMTEK KVB-ENERTEC in this Contract. Buyer and CEMTEK KVB-ENERTEC agree that Buyer's right as additional insured are not intended to and shall not derogate from the division of risk and indemnity obligations set out under this Contract. All claims brought under insurance provided CEMTEK KVB-ENERTEC shall be handled exclusively through CEMTEK KVB-ENERTEC, or its designated representative. Such additional insured will not be covered under or entitled to assert a claim against CEMTEK KVB-ENERTEC's insurance with respect to liabilities and losses that result from the negligence of the additional insured or with respect to liabilities and losses that are assumed by the additional insured or as to which the additional insured indemnifies CEMTEK KVB-ENERTEC under this Contract. Such insurance shall provide a waiver of subrogation in favor of Buyer, but only to the extent of any contractual indemnity obligations expressly assumed by CEMTEK KVB-ENERTEC in this Contract and state that such additional insured coverage is primary to any other valid insurance available to the additional insured Buyer and allow cross liabilities.

16. Limitation of Liability.

161. Neither CEMTEK KVB-ENERTEC nor its subcontractors will be liable, whether arising out of contract (including the failure of essential purpose of any remedies), tort (including negligence), strict liability, or any other cause of or form of action whatsoever, for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, cost of purchased or replacement power, claims of Buyer's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against Buyer by any governmental agency based on the operation, non-operation, or use of the Work or for any special, incidental or consequential loss or damage of any nature, whether similar or dissimilar to those enumerated above, arising at any time or from any cause whatsoever.

162. The total liability of CEMTEK KVB-ENERTEC and its subcontractors, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, will not exceed the date of sale Contract price.

163. Except as to warranty of title to any Equipment furnished, all CEMTEK KVB-ENERTEC liability terminates upon the



perform or have performed a Site evaluation, including without limitation, a review of applicable documents and visual examination of the Site. CEMTEK KVB-ENERTEC will have no responsibility or liability for existing Site conditions, and in no event will CEMTEK KVB-ENERTEC's evaluation or failure to evaluate the Site result in the imposition of liability upon CEMTEK KVB-ENERTEC for existing Site conditions.

232. In the event that CEMTEK KVB-ENERTEC encounters (i) any hazardous chemicals, toxic waste, underground storage tanks or other substances deemed to require special handling or disposal under OSHA or EPA regulations or (ii) other conditions previously unknown to CEMTEK KVB-ENERTEC, including without limitation the condition and location of Buyer's existing facilities and equipment ("**Latent Physical Conditions**"), CEMTEK KVB-ENERTEC may cease any and all Work for whatever time necessary. CEMTEK KVB-ENERTEC will not liable for any expenses, loss, or damage resulting from the delay, and the time for performance of the Contract will be extended by a period of time equal to the time lost by reason of such delay, and any other affected provision of the Contract will be equitably adjusted. Buyer is solely responsible for any removal, handling or correction such Latent Physical Conditions and shall defend, indemnify, and hold CEMTEK KVB-ENERTEC harmless from and against all damages, liabilities, claims, losses and/or expense out of, or resulting from, or in any way connected with such latent physical conditions.
24. **Assignment.** Neither CEMTEK KVB-ENERTEC nor Buyer may assign all or any part of the Contract without the prior written consent of the other party unless such assignment is made to a parent company or to a successor by way of merger, consolidation or the acquisition of substantially all of the assets of the assigning party. In the event of an assignment, the assignee must expressly assume the obligations of the assigning party in writing. Any assignment in violation of this Article is null and void.
25. **Waiver.** No waiver of any breach of any provision of the Contract by either party will be considered as a waiver of any other or subsequent breach.
26. **Termination.**
261. Buyer may terminate the Contract only upon sixty (60) days written notice and upon payment to CEMTEK KVB-ENERTEC in accordance with the cancellation schedule set forth in the Contract, or if no such cancellation schedule exists, then:
- 26.1.1. For regular maintenance and software support Services, upon payment to CEMTEK KVB-ENERTEC for all Services performed prior to the effective date of termination, plus seventy percent (70%) of the remainder of the Contract price for such Services; and
- 26.1.2. For all other Services and Equipment, upon payment to CEMTEK KVB-ENERTEC of reasonable and proper termination charges including general and administrative costs and profit. Such charges include direct labor and material expenses; all overhead charges allocated in accordance with CEMTEK KVB-ENERTEC's standard accounting practices; all vendor termination charges; engineering and drafting expense (based on the percentage of completion of the engineering and drafting work); development engineering specially incurred for the terminated contract including special tools, dies, fixtures and patterns; all other direct and indirect costs properly allocable and apportionable to the Contract; and the total profit anticipated under the Contract.
262. The indirect costs referenced above include, without limitation, CEMTEK KVB-ENERTEC's non-recoverable shop overhead allocations resulting from the loss of or under-utilization of CEMTEK KVB-ENERTEC's shop facilities which will be determined at the conclusion of the period during which the Equipment would have been fabricated or assembled under the schedule contemplated by the Contract.
263. Buyer is entitled to all material specially accumulated for the order and included in the above charges, shipped at its expense, or, at its option, the salvage value thereof will be deducted from the termination charges. Buyer may, at its option and expense, have CEMTEK KVB-ENERTEC's firm of independent auditors conduct an independent examination and certify that the charges are in accordance with CEMTEK KVB-ENERTEC's standard accounting practice. All termination charges are due and payable on submission of CEMTEK KVB-ENERTEC's invoice therefor.
27. **Suspension.**
271. CEMTEK KVB-ENERTEC may suspend or terminate the Contract (or any portion thereof) immediately for cause if Buyer becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; there is an excusable delay lasting longer than 120 days; any representation or warranty made by Buyer herein or in any document or certificate furnished by Buyer in connection herewith proves to be incorrect in any material respect; Buyer materially

Emissions Monitoring for Compliance & Process Improvement

CEM Systems, DAHS, Service, Repair & Parts

www.cemteks.com

info@cemteks.com

City of Riverside
5901 Payton Avenue
Riverside, California 92504

Software Service Quote: S2020 002

Quote Date		Payment Terms		Proposal Validity	
October 17, 2019		Net 30 Days from date of invoice		120 Days	
Item	Description	Three Year Premium Plan	Five Year Premium Plan		
	<p>CEMTEK Environmental, Inc. (Seller) will provide 24 Hour/Day and 7 Day/Week Technical Software Support Services, as specified in the attached scope of work to Riverside Public Utility Generation (Buyer) for the City of Riverside (Site) as listed on the Definition of Coverage Agreement attached herein as Appendix A.</p> <p>Coverage as follows: RERC \$7,700 per year Springs \$6,380 per year Clearwater \$6,050 per year</p> <p><i>PLEASE NOTE: This Proposal is for 3- and 5-year options per customer request. Term of contract: 7/1/20 through 6/30/23 or 7/1/20 through 6/30/25. Support Contract covers RERC, Springs and Clearwater. ** City of Riverside can opt out each year with 60 days written notice. SW Support will be billed annually; EDR Generation will be billed quarterly.</i></p> <p>CEMTEK Environmental, Inc. ("Seller") will provide Quarterly Electronic Data Reporting ("EDR") Generation Services as specified in the attached Scope of Work for one (1) EDR source at the City of Riverside facility ("Site"). EDR Generation will be provided for four (4) calendar quarters.</p> <p>Buyer must complete and return a signed copy of the Definition of Coverage Agreement included as Appendix A.</p>	<p>\$60,390 for 3-year option (payable @ \$20,130 per year)</p> <p>\$26,400 for 3-year option (payable @ \$2,200 per quarter)</p>	<p>\$100,650 for 5-year option (payable @ \$20,130 per year)</p> <p>\$44,000 for 5-year option (payable @ \$2,200 per quarter)</p>		



NetDAHS Edge™ Software Support Packages

	Premium
NetDAHS Edge™ Software Updates (address defects)	✓
NetDAHS Edge™ Software Updates (enhancements)	✓
Access to Web-Based Training with No Tuition Fees	
Seats at Regional Training with No Additional Tuition Fees	1
Telephone and Email-Based Technical Support	✓
Emergency After-Hours Technical Support	✓
Regular Review Calls with Support Staff	
EDR Investigation and Remediation	✓
Electronic Monitoring Plan Revision Assistance	
Assistance to Install NetDAHS Edge™ Software Updates	✓
DAHS Server Rebuild Assistance (Business Hours)	
Support Customer's Backup, Spare DAHS Server	✓
Temporary DAHS Server Use While Primary Server is Repaired	
Support Changes in Required Third-Party Software	✓
Support New and Revised Federal/State/Local Air Regulations	✓
Support Air Permit Modifications	✓
Support Regulatory-Based System Changes	
Support Non-Regulatory Based Configuration Changes	
Support Configuration Needed for Equipment Changes	
Access to Regulatory Experts	

* Work will be performed by Project Engineer

KVB-Enertec Software Support

Normal Business Hours:

800-582-1670

NETDAHS@CEMTEKS.COM

**Emergency Contact -- After Hours,
Weekends and Holidays
Phone or Text: 267-549-6648**



priority level than customers with service agreements. During critical high-usage times, customers without service agreements may face significant waiting time before their request may be addressed, regardless of any pending deadlines or operational issues.

Customers choosing to reinstate lapsed service agreements or increase the level of purchased service may be required to purchase additional items to initiate the new service agreement. These items may include, but are not limited to: license fees for software version updates to current level, equipment upgrades, payment of a reinstatement fee, etc.

Customer Changes:

The covered software products are designed and tested on specific settings and environments for the operating system, security settings, etc. If the customer alters any settings within the computer environment, including but not limited to: security settings, anti-virus settings, users and passwords, service may stop until such time the customer restores all settings to the requirements as originally configured by CEMTEK KVB-Enertec.

Software Obsolescence:

From time to time, older versions of the software products may become obsolete and support will be discontinued for such versions. The existence of a service agreement will not alter CEMTEK KVB-Enertec's right to declare obsolescence and stop support for older versions. Should this occur, CEMTEK KVB-Enertec will offer an alternative solution or upgrade path proposal.

Connectivity:

The provided services under this agreement include work done at a location of CEMTEK KVB-Enertec's choosing. The customer is responsible to provide suitable, secure remote connectivity to all covered computer servers. This remote access must be of sufficient speed to allow remote troubleshooting and diagnostics. **Many modem and phone line connections show degraded performance and would not qualify as a sufficient connection. Additional fees may be required for expenses related to any unusual requirements to obtain or maintain this remote connection.** Such expenses may include: requirement to perform background checks on CEMTEK KVB-Enertec employees to gain access, requirements for maintenance logins to satisfy security timeouts, requirements for any specific hardware, software or services for CEMTEK KVB-Enertec to remain connected.

CEMTEK KVB-Enertec will be notifying the customer in writing of the existence of a non-suitable remote connection, including details of how the connection fails to meet minimum requirements. If the customer fails to provide a response and remediation plan after 60 days of receiving notice, CEMTEK KVB-Enertec's obligations to provide service may be terminated.

Additional Fees:

CEMTEK KVB-ENERTEC may impose additional fees for providing on-site service, service of an unusually high demand level when compared to other users of similar products in the CEMTEK KVB-Enertec users group, and any services not specifically included in the service agreement.

On-site service requests may face a significant delay in scheduling the individual with the proper level of skills, and would involve additional charges for travel and site time plus expenses, regardless of the reason that on-site service is requested.



Definition of Terms

NetDAHS Edge™ Software Updates

Address Defects will correct identified defects in the software that prevent it from working as intended. Software bugs are identified through internal software testing, as well as external customer experiences. Once a bug is identified, it will be evaluated for potential impact, including severity and number of customers affected. The solution to all software bugs will be given priority based on the above considerations. CEMTEK KVB-Enertec will address all software bugs through a modification of the covered software or developing a suitable workaround solution. When software defects are corrected, the updated software will be released as a software update. These updates will be available to customers with service agreements with no licensing or access fees.

Enhancements are any updates to the NetDAHS Edge™ software that are not considered bug fixes. This can include performance improvements, new features and changes to maintain compliance with continual regulatory updates. These enhancements may result from customer suggestions or internal continuous improvement practices. Potential enhancements are evaluated according to benefits level, number of customers that may benefit, and level of complexity required for implementation. Enhancements will be included in new software versions or updates and will be enabled at no additional cost for customers with the proper level of service agreement. Customers with base level service agreements may receive software enhancements for an additional fee per release.

Access to Web-Based Training with No Tuition Fees

CEMTEK KVB-ENERTEC will maintain a virtual library of resources and troubleshooting guides as part of the Service Request Management Tool. Customers with the proper service level will be given access to these materials for reference and education.

Additionally, CEMTEK KVB-Enertec may hold periodic webinars when needed to share information regarding new or changing regulations or software updates. To ensure organization and proper attention to the material, these sessions will be limited in size according to CEMTEK KVB-Enertec's discretion. Customers with the proper service level will be given priority access to the sessions at no additional cost.

Seats at Regional Training with No Additional Tuition Fees

CEMTEK KVB-Enertec will hold regional training sessions, including sessions at major industry conferences. Session locations and topics will be chosen to provide the best value to the most customers. Seats at these sessions will be limited and will be provided to customers with the proper level of service contract on a priority basis. No class tuition fees will be charged up to the number of seats according to the level of service purchased.

While we welcome suggestions for seminar locations or training class subjects, there is no guarantee on the frequency or content of the training classes. Class subjects will be chosen to benefit the most customers possible. CEMTEK KVB-Enertec will design the training to attract a variety of customers across varying industries. CEMTEK KVB-Enertec will reserve the right to reschedule, postpone or cancel training events if attendance or business goals will not be met.

Telephone and Email-Based Technical Support

Customers with service contracts may contact the software service team via email or phoning into the software service hotline during normal business hours of 7:00 am to 6:00 pm ET, excluding weekends and holidays.

CEMTEK KVB-Enertec will create a Service Request based on the initial inquiry. Details about the case will be collected and a priority for the case established. Priorities are defined according to this methodology:



- Any service requests placed through email or online entry of situation will be addressed when normal business hours begin again.

Regular Review Calls with Support Staff

Upon customer request, CEMTEK KVB-Enertec will make available organized times with the software support staff for conference call meetings to review all outstanding issues and discuss operation of the software. Such meetings will be scheduled to accommodate the operational needs of the customer and availability of the support staff.

EDR Investigation and Remediation

Generation of Electronic Data Reports for the Acid Rain program will result in a full representation of all data collected by the DAHS in the quarter. Once generated, the EDR file must be error checked through the US EPA's ECMPS software. The evaluation may produce errors in the file due to a number of reasons, not limited to: incorrect method of evaluating files, incorrect data entry, issues with minute data such as online status matching, software bugs, etc.

For customers with the appropriate level of coverage, CEMTEK KVB-Enertec will provide assistance with debugging and troubleshooting any error messages that are displayed once EDR files are evaluated in ECMPS, regardless of the root cause of the error. The resolution of such issues may include instructions to evaluate quality assurance files, and then re-evaluate emissions files, correcting entries in the DAHS software, or editing data on the DAHS.

It is possible to correct some issue through manual revision of the information in the xml format EDR. CEMTEK KVB-Enertec may provide instructions to the end user in how this must be done if there is no other solution to the situation.

For customers with lower level service agreements, the customer must use ECMPS software and the XML EDR files to perform this debugging, or may request CEMTEK KVB-Enertec's assistance subject to the standard T&M rate sheets. If the error is caused by NetDAHS Edge™ software not being compliant with the latest ECMPS release, the diagnostic and troubleshooting time to determine the root issue will only be covered for customers with the proper level of service agreement.

Electronic Monitoring Plan Revision Assistance

Normal operation of the CEMS and DAHS will require periodic evaluation and modification of the monitoring plan. This may include performing span evaluations, evaluating operational patterns, modifying operational bin limits, etc. Assistance with these tasks will be provided to customers with the proper level of coverage. If this service is not included in the customer's service agreement, the customer is responsible to use the software tools to accomplish these requirements.

CEMTEK KVB-Enertec may recommend and offer training for the customer to familiarize them with the steps in performing these tasks. Any in-depth training as typically required to fully train replacement personnel would be offered with additional costs.

Assistance to Install NetDAHS Edge™ Software Updates

If requested by the customer, CEMTEK KVB-Enertec technicians will download and install any NetDAHS Edge™ software updates when the updates are released. To make use of this service, the NetDAHS Edge™ server must be installed on the customer network with sufficient access to CEMTEK KVB-Enertec's web portal for downloading the software update file(s). If the file(s) cannot be downloaded from the web portal, the customer will be required to download the files and move them to the server using an alternative method.



Temporary DAHS Server Use While Primary Server is Repaired

In the event of a full DAHS server failure requiring repair services for the computer, the system CEMS controller will capture and log data to remain compliant with most regulatory requirements. If the customer is uncomfortable operating in this manner with limited or no visibility to the emissions data, the customer may request a temporary DAHS server be provided. CEMTEK KVB-Enertec will verify the condition of the primary DAHS server and must agree that a temporary computer is appropriate considering the expected duration of the primary computer repair services. CEMTEK KVB-Enertec will provide a suitable, functional spare computer to be installed at the site and used while the primary computer is being repaired.

Temporary computers will be loaded with CEMTEK KVB-Enertec standard software packages and will not be eligible to join to the customer's domain, or run customer specific anti-virus software, etc. CEMTEK KVB-Enertec will ship the computer to the customer's location by overnight service. Once powered up and accessible via remote connection, CEMTEK KVB-Enertec will load information from the customer's backup images onto the spare computer and establish data collection with the system CEMS Controller.

Upon completion of the primary DAHS server repair, CEMTEK KVB-Enertec will transfer any data to the repaired server and decommission the temporary computer. The customer is responsible for timely return of the spare computer to CEMTEK KVB-Enertec's offices, including return shipping and insurance. Any delays in returning the spare computer in as shipped condition would result in additional charges.

If the customer repairs the primary DAHS computer or is purchasing a new computer, arrangements must be made regarding the duration of service for the temporary DAHS server. Temporary DAHS servers are not to be used for longer than 30 days from the date of shipment, unless such delay is caused by CEMTEK KVB-Enertec in repair of the primary server. Use for longer than 30 days may require rental charges to be paid by the customer so that temporary server computers may remain available for the installed fleet.

The installed conditions for the temporary server must be suitable to maintain a functioning computer throughout its use period up to its return to CEMTEK KVB-Enertec. If the temporary computer is damaged in use, customer may be responsible for repair costs up to replacement costs for a new temporary server.

Temporary computer delivery depends entirely on availability of the computers. CEMTEK KVB-Enertec can make no guarantees on lead time before a temporary server will be dispatched to the site. If no temporary computers are available when a disaster scenario occurs, the customer will be notified that no temporary computers are available while their primary computer is being repaired.

Support Changes in Required Supplied Third-Party Software

The NetDAHS Edge™ server must remain current with the software updates from companies other than CEMTEK KVB-Enertec. This is critical in order to help maintain NERC compliance. For any 3rd party software provided or required by CEMTEK KVB-Enertec in setting up the NetDAHS Edge™ SW, CEMTEK KVB-Enertec will guarantee compatibility with changes and updates released by the 3rd party. This typically includes the Operating System, database engine, etc. Whenever the 3rd party releases an update, CEMTEK KVB-Enertec will evaluate the updates and ensure NetDAHS Edge™ software remains functional. If required, CEMTEK KVB-Enertec will provide a solution path towards keeping the NetDAHS Edge™ software functional after the 3rd party updates are applied.

CEMTEK KVB-Enertec will not provide any 3rd party software licenses under the software service agreement unless expressly listed otherwise. The customer is responsible for all license fees, subscription fees, etc. for 3rd party software.

As changes to NetDAHS Edge™ software may require a software update, CEMTEK KVB-Enertec may advise that updates from 3rd parties are not applied until the NetDAHS Edge™ software can be updated.



Channels to display analyzer diagnostic data (PMT voltages, etc.)

All requests for configuration modifications are handled in the order they are received, and with lower priority than cases dealing with regulatory items. A large backlog of configuration requests may lead to significant delay time in addressing any new cases.

Note that this item does not extend to a full reconfiguration of the DAHS. Each request should be possible to handle with services that do not extend beyond four (4) hours per request. For any requests that exceed four (4) hours per request, such as a request for modifications throughout a customer's fleet, it may be necessary to set a schedule for reasonable delivery or quote the work for larger scale issues so they may be done all at once. Breaking up fleet issues to a series of smaller requests to stay below the four (4) hour limitation is not allowed. Each customer can have no more than three (3) configuration modification requests open at any one time.

Support Configuration Changes Needed for Equipment Changes or Replacements

As a Continuous Emissions Monitoring System (CEMS) ages, equipment updates become necessary. For customers with the proper level of service contract, CEMTEK KVB-Enertec will provide products or services to support changes as equipment must be updated. Such services will not include any new analyzers, components, or other CEMS hardware.

In a normal installation, CEMTEK KVB-Enertec would expect a customer to change the analyzers for new models about once every ten years. In this case, CEMTEK KVB-Enertec will provide services to update the DAHS configuration for the new analyzers.

Note that support to operate the new and old analyzers in parallel for a proving period is not included in this offering. If local regulations require such a parallel operation period, it may be subject to additional charges to cover the need for greater configuration labor hours.

If the new analyzers require additional I/O cards, such I/O cards will be offered at additional costs.

All wiring and installation shall be the responsibility of the customer. This section does not include coverage for adding new CEMS equipment, such as installation of an SCR Inlet monitoring analyzer when the stack CEMS will remain unchanged. This section also does not cover major CEMS retrofits where the sampling system is significantly changed. Review of the proposed CEMS changes to interpret whether it is a major CEMS retrofit will be at CEMTEK KVB-Enertec's sole discretion.



Emissions Monitoring for Compliance and Process Improvement

CEM Systems, CEM Service, Opacity, Flow and CEMS Parts

888-400-0200

www.cemteks.com

West Coast Office

3041 S Orange Ave.

Santa Ana, CA 92707

714-437-7100 phone

714-904-4404 Emergency/After Hours

888-400-0200 Parts/Service

support@cemteks.com

East Coast Office

2849 Sterling Drive

Hatfield, PA 19440

215-996-9200 phone

800-582-1670 Tech support

Service Rate Sheet – Effective January 1, 2019

Service Description	Regular Rate*	OT/Saturday Rate	DT/Sunday & Holiday Rate
CEMS Service Technician	\$ 165/hr	\$ 245/hr	\$ 330/hr
CEMS Service Technician – International Rate	\$ 200/hr	\$ 350/hr	\$ 400/hr
In-House Bench Repair (Analyzers)	\$ 150/hr	\$ 220/hr	\$ 300/hr
CEMS/NetDAHS Edge Engineer/Programmer	\$ 220/hr	\$ 330/hr	\$ 435/hr
Mercury, Ammonia, TDL, FTIR, PM, HCl & HF Monitors Service Technician	\$ 210/hr	\$ 315/hr	\$ 420/hr
Software Service or EDR Support	\$170/hr	\$255/hr	\$340/hr
Training Services – CEMS Hardware Training	\$ 1,700/day		
Training Services – Software, TDL, FTIR or Hg Training	\$ 2,100/day		

Regular Rate: First 8hrs worked between 7am and 5pm Mon – Fri
 OT, Saturday Rate: 8hrs > 12hrs worked per day Mon – Fri and all day Saturday
 DT, Sunday, Holiday Rate: +12hrs worked per day and all-day Sunday & Holidays

* Regular rates apply to North America including Alaska & Hawaii but excludes all off-shore US territories & possessions (Guam, Puerto Rico, American Samoa, USVI & CNMI)

Four-hour minimum charge on all services.

All rates above are for hours, all Travel and Living Expenses (including meal allowance of \$55/day) will be billed separately at cost plus 10%. Mileage is charged at \$.65 per mile.

Insurance Certificate sent upon receipt of PO

Effective January 1, 2019

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

[**CONSULTANT'S NAME**],
a California corporation

By: _____
City Manager

By: Ingrid Shultz
[Printed Name]
Controller / Corp Secretary
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

By: Ty Smith
[Printed Name]
President
[Title]

Approved as to Form:

By: _____
Assistant City Attorney
Sr. Deputy
A. BEAUMON