



TO: Mr. Thomas G. Pollard
 Director of Facility Services
 Horseheads Central School District
 507 Fletcher Street
 Horseheads, NY 14845-2324
 Tel (607) 739-5601

| | |
|---------------------|-------------------|
| Contract Start Date | Contract End Date |
| 7/1/2010 | 6/30/2011 |

| Option # | Description (see following pages for further detail) | Item Amount | Included | Amount in Contract |
|---|--|-------------|----------|--------------------|
| 1 - BASIC | Includes (2) preventive maintenance visits per year, phone support and preferred labor/material rates. | \$10,552 | Yes | \$10,552 |
| 2 - PLUS | Adds labor coverage for repairs/replacements. | \$18,620 | Yes | \$18,620 |
| 3 - COMPLETE | Adds replacement coverage for all equipment. | \$36,638 | No | \$0 |
| | Other Items - Define here | \$0 | No | \$0 |
| | Central Station Monitoring | \$288 | Yes | \$288 |
| Total Annual Contract Services | | | | \$29,460 |
| Amount to be billed Quarterly in Advance unless specified otherwise | | | | \$7,365 |

| Option # | Description (see following pages for further detail) | Item Amount | Included | Amount in Contract |
|--------------------------------------|--|-------------|----------|--------------------|
| T&M Amount | Additional money included in contract to be spent as customer directs for items which will be billed on a Time & Material basis at our preferred labor and preferred material rates. | 10,000 | no | 0 |
| Total Service Contract Amount | | | | \$29,460 |

To be billed Monthly as work is requested and completed

If the above Service Contract is acceptable please return with your signature and we will begin service as stated.

Sincerely Yours,
Chris Bernhard
 Account Executive
 (585) 203-4512
Acceptance of Service Contract

 Signature

 Date

 Printed Name

 PO Number

| INCLUDED COVERAGE | | | |
|-----------------------------|--------------|-------------|-----------------|
| Systems | BASIC | PLUS | COMPLETE |
| File Server | | | |
| Workstation(s) | yes | yes | yes |
| HVAC System | | | |
| Instrument Air System | | | |
| CCTV System | yes | yes | yes |
| Access System | yes | yes | yes |
| Intrusion System | yes | yes | yes |
| Other Systems | | | |
| Central Station Monitoring | yes | yes | yes |
| Anti-Virus Software Updates | no | | |

Anti -Virus Software Notes

As you are aware, Day Automation Systems has provided various Computer Network-Integrated components in your Building Automaton and Security systems.

Because of the susceptibility of computers to damage from external sources in the form of Computer Viruses, Malware and various forms of possible Network Service Attacks, it is highly recommended that you review the issue of requirements and responsibility for the protection of these machines. We are available to meet to discuss these issues.

As a matter of normal course, we deploy security protection by McAfee or Kaspersky, but system security maintenance is a matter that is addressed in any number of ways as a function of owner's preference and policy, in terms of "how" machines are to be "locked down", and selection of Virus/Firewall protection software products. As such, we need to establish an understanding of how protection is best implemented and maintained for your specific installation.

The following tabulation outlines the topics we see as concerning.

1. Maintenance of the anti-virus
2. Implementation and maintenance of firewall
3. Implementation of patches and updates of the OS
4. Backups
5. Database maintenance
6. Consideration and planning for O/S & Hardware upgrades
7. Mitigation of an issue created by a security breach / system infection

Please let us know if you would like to meet and discuss your specific Anti-Virus requirements.

Coverage Options

Option 1 - Basic

Includes

- (2) Preventive Maintenance visits – see detail below
- Phone support
- Preferred labor rate of \$75/hour
- Preferred discount rate on material

Preventive Maintenance Tasks (as applicable per contract options & equip)

1. File Server
 - a. Review logs, disk space, drive status & processor usage
 - b. Confirm auto back-ups in place
 - c. Perform complete data back-up
 - d. Confirm cleanliness & operation of Continuum & anti-virus software
2. Workstation(s)
 - a. Review logs, disk space, drive status & processor usage
 - b. Back-up local badge templates, personnel info etc.
 - c. Confirm cleanliness & operation of Continuum & anti-virus software
 - d. Perform High Priority Windows updates per Continuum compatibility
 - e. Test alarm transmission
 - f. Test badge printer
 - g. Test remote connectivity
3. CCTV System
 - a. Confirm Video Recorder operation including recording, playback, saved video duration, drive status, processor usage etc.
 - b. Back-up Video recorder configuration
 - c. Check anti-virus software
 - d. Review event logs
 - e. Confirm video for all cameras
 - f. Review camera images and video for issues
 - g. Clean & refocus cameras as needed
4. Access System
 - a. Spot check batteries for proper voltage – replace if low
 - b. Review alarm logs
 - c. Test web pages
 - d. Review disabled points
 - e. Review off-line controllers and communication issues
 - f. Spot check graphics, histories & schedules
 - g. Address owner concerns
5. Intrusion System
 - a. Check keypad operation
 - b. Check for system troubles
 - c. Check for bypassed or disabled points
 - d. Test dialer
 - e. Test battery voltage – replace if low
 - f. Back-up system information
 - g. Save event history
 - h. Address owner concerns

Option 2 - Plus

Includes

1. Adds complete labor coverage for all repairs or replacements due to failure
2. Includes software upgrades within version. Major version software upgrades will be quoted separately.
3. No material coverage is included
4. All material provided at preferred discount rate

Option 3 - Complete

Includes

1. Adds material coverage for all repairs or replacements due to failure
2. Limited to equipment provided by Day Automation

Service Contract information

- ❖ Service Call Hours are defined as hours during normal business hours (7:30am – 4:30pm) that may be performed either on-site or off-site. Off-Site is defined as work not done at the customer's facility and is accomplished off line or through Internet / Telephone connection.
- ❖ For service calls needing immediate attention outside the normal working hours, Day Automation shall furnish the owner with a telephone number where a service representative can be reached at all times. Day Automation shall make best effort to respond by telephone and to provide Internet or Telephone service outside normal working hours within 1 hour. Day Automation shall make Emergency on-site Service available as agreed with the owner at the time.
- ❖ Day Automation shall charge the Service Contract hours for those expended outside normal working hours at a rate of 1.5 Times the Preferred billing rate.

Day Automation 2day Training class included up 4 people.

**EMERGENCY SERVICE HOTLINE
PROCEDURE**

A Service Technician is available 24 hours a day, 7 days a week

585-924-4630 ext 232 or 800-836-0969 ext 232.

When calling, please provide the following information:

1. Your name
 2. Your company's name
 3. A telephone number where you can be reached, including the area code
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INSURANCE

Day Automation shall provide all insurance certificates as requested to prove Workers Compensation and liability coverage.

WORK REQUESTS

A separate record shall be kept of each service call and request for service. At the time work is accomplished, the Owner shall receive a record of the work performed.

SOFTWARE MODIFICATIONS

A software modification is defined as a change to the control cycle operation of the equipment, or a change in the occupancy schedules. The owner shall make best effort to provide Day Automation Service Department 24 hours notice for all changes/modifications requested to the software program.

TEMPORARY COMPUTER EQUIPMENT SUPPORT

Day Automation shall provide temporary equipment that is required to maintain service to the facility while factory repairs are made for Contracts including equipment coverage. For those contracts not including equipment coverage, the loaner equipment shall be invoiced as an extra to the Contract.

TIME AND MATERIAL WORK

Any work requested that is performed on a time and material basis, or for any work performed that is not covered under this preventive maintenance agreement, owner/owner's representative shall provide Day Automation with a purchase order at the time services are performed. No work will be performed without written authorization or a purchase order. We request that a copy of your purchase order be sent to Day Automation, 7931 Rae Boulevard Victor, New York, 14564.

Limitations

This Service Contract does not include any material or work required as a result of damage to the system by lightning, water, temperature, hackers, viruses, vandalism or other factors that do not constitute normal wear and tear. Additionally, this Service Contract also does not include catastrophic insurance against issues that would cause wholesale damage to system elements. Electrical surges or oil and water in the instrument air supply system are cited as examples of such issues.

Day Automation is not responsible for any consequential damage of property caused by system malfunction. Day Automation is not responsible for any consequential damage of property caused by owner manipulation error of the system.

Day Automation reserves the right not to perform work on any equipment if said equipment is located in or near hazardous materials (i.e. asbestos, toxic chemicals, etc.)

SCHNEIDER ELECTRIC ANDOVER CONTROLS EQUIPMENT AVAILABILITY

Day Automation shall make available all currently supported Andover Controls equipment. That which is no longer supported shall be supported only to the best of our ability.

Service Rates

Please note that these rates will apply to time and material work performed that is not included in your contract (if applicable) or to any additional work requested by the owner over and above their contract (if applicable).

SERVICE CONTRACT CUSTOMERS:

Labor Rates:

Service Technician Rate..... \$ 75.00/hour

Discounts:

Andover Controls Material Purchases 54% off list

Note: this does not apply to Integral or Peripheral product lines

NON-SERVICE CONTRACT CUSTOMERS:

Labor Rates:

Service Technician Rate..... \$ 95.00/hour

Discounts:

Andover Controls Material Purchases 52% off list

Note: this does not apply to Integral or Peripheral product lines

1. Rates are applicable for all consultation, software or field support services.
2. All rates are based on a maximum of eight (8) hours per day during normal working hours (7:30 AM through 4:30 PM, Monday through Friday), except legal holidays.
 - a. Time on Saturdays or in excess of eight (8) hours on normal workdays will be charged at 1.5 times the basic hourly rate.
 - b. Time on Sundays or legal holidays will be charged at 1.5 times the basic hourly rate.
3. Travel and expenses will be charged over and above labor rates at cost.
 - a. A base trip charge of \$45.00 is applicable for all on-site service requested.
 - b. Travel time by vehicle (for charging purposes) will be the total driving time.
 - c. Tolls will be charged if applicable.
 - d. Overnight travel will involve lodging and meal expenses.
4. All labor and materials shall be warranted on a 30/90-day guarantee respectively.
 - a. All material used will be charged at its current price.
 - b. All orders are subject to a 4% material destination/handling charge (MDC).
 - c. All orders requiring expediting service shall be subject to a \$20 charge in addition to freight charges.
5. Remote connection charges are as follows (telephone, modem, and Internet):
 - a. \$.50/minute
6. The minimum billing periods are:
 - a. On-site Service Request
 - Minimum one hour labor plus trip charge.
 - b. Remote Service Request
 - Remote connection charges plus labor charged to the nearest quarter of an hour.
7. Day Automation System, Inc. is also required by law to keep an exemption/resale certificate on file for all customers who are exempt from tax. If an exemption/resale certificate is not provided sales tax will be added to your invoice appropriately.

NOTE: Prices subject to change with 30-day notification