
WILLIAMSON COUNTY SERVICE CONTRACT

(Siemens Industry, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Siemens Industry, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of

the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **six (6) months from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be **Forty Thousand, Four Hundred Ninety-Nine Dollars, and Forty-Three Cents (\$40,499.43)**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory

- b. Employer's Liability
- | | |
|------------------------------|----------------------------|
| Bodily Injury by Accident | \$500,000 Ea. Accident |
| Bodily Injury by Disease | \$500,000 Ea. Employee |
|
Bodily Injury by Disease |
\$500,000 Policy Limit |
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind

whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. Proposal #9335567, and being marked **Exhibit "A"**;
- B. TIPS Contract #230701; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:


Bill Gravell (Feb 4, 2025 12:06 CST)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Date: **Feb 4, 2025** Feb 4, 2025, 20____

ADDENDUM 1
ATTACHED HERETO IS
INCORPORATED HEREIN AND MADE A
PART HEREOF BY THIS REFERENCE.

SERVICE PROVIDER:

Siemens Industry, Inc

Name of Service Provider

Mike DeHart Electronically signed by: Mike
DeHart
Date: Jan 20, 2025 09:47 CST

Authorized Signature

Mike Dehart – Area Manager

Printed Name

Date: _____, 20____

 Electronically signed by:
Melvin Tetteh
Date: Jan 21, 2025 10:47 CST

Melvin Tetteh – FBA Area Manager
006Mz00000JAw9RIAT 5200981587

Addendum 1 to Service Contract (“Contract”)
between
Williamson County, Texas (“County”)
and
Siemens Industry, Inc. (“Service Provider”)
Dated: January 6, 2025

Contractor and Subcontractor agree to modify the Terms and Conditions as follows, where the Terms and Conditions of the Agreement conflict with or differ from the Terms and Conditions of this Addendum, the provisions of this Addendum will control:

VI. INDEMNIFICATION – is replaced with: “Subcontractor agrees to indemnify, hold harmless and defend Contractor from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which Contractor may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, “Damages”), to the extent such Damages are caused directly by the negligence or willful misconduct of Subcontractor. This indemnification represents and shall be the sole indemnification obligation of Subcontractor under the Document.”

Consequential Damages. is added as new “NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER CONTRACTOR NOR SUBCONTRACTOR SHALL BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY TYPE OF INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.”

Limitation of Liability. Is added as new “SUBCONTRACTOR’S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE INSURANCE LIMITS UNDER THIS AGREEMENT.”

Insurance Requirements. “Anything in the contract documents notwithstanding, Subcontractor’s sole obligation with respect to insurance shall be to provide Commercial General Liability on an occurrence basis with a limit of \$1,000,000 (\$10,000,000 general aggregate), Automobile Liability \$2,000,000 combined single limit, and Workers Compensation/Employer Liability \$1,000,000. Contractor (and other specific entities, if any, designated by Contractor) shall be included as additional insureds to the General Liability/Automobile Liability policies. A certificate of insurance shall be issued to the Contractor that evidences the above insurance and which provides for thirty (30) days written notice to the certificate holder by U.S. mail should any of the policies be cancelled before the policy expiration date. Except in the event of a court order or litigation, it is expressly understood and agreed that Subcontractor shall not be obligated to provide copies of its insurance policies to Contractor or Owner as part of this Agreement.”

This Addendum may be executed in multiple counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument.

The parties agree that this Addendum modifies the Agreement between the parties dated and is incorporated therein by this reference.

Contractor:

By: 
Bill Gravell (Feb 4, 2025 12:06 CST)

Name: Bill Gravell

Subcontractor: **Siemens Industry, Inc.**

By:  Electronically signed by: Mike DeHart
Date: Jan 20, 2025 09:47 CST

Name: Mike Dehart – Area Manager

By:  Electronically signed by: Melvin Tetteh
Date: Jan 21, 2025 10:47 CST

Name: Melvin Tetteh – FBA Area Manager

**Exhibit “A”
Quote/Proposal**

PROPOSAL

County of Williamson - Cedar Park 9500 N. Lake Creek Parkway - Design Front-End Server Build

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

County of Williamson - Cedar Park 9500 N. Lake Creek Parkway

DELIVERED ON

November 27, 2024

[Rev 01](#)

SMART BUILDINGS

Transforming the Everyday



Table of Contents

SIEMENS PROPOSAL 3

 Contact Information 3

 Scope of Work 4

 Scope of Work – Clarifications, Inclusions & Exclusions 5

 Pricing Summary 6

Terms and Conditions..... 7

 Terms & Conditions Link(s) 7

Signature Page 8

 Signature Page 8

Contact Information

Proposal #:	9335567
Date:	November 27, 2024

Sales Executive:	Michael Nicoletta
Branch Address:	12515-7 Research Blvd, Suite 250 Austin, TX 78759
Telephone:	(512) 945-7607
Email Address:	michael.nicoletta@siemens.com

Customer Contact:	County of Williamson - Cedar Park
Customer:	County of Williamson - Cedar Park 9500 N. Lake Creek Parkway
Address:	9500 North Lake Creek Parkway
	Austin, TX 78717
Services shall be provided at:	County of Williamson - Cedar Park
	9500 North Lake Creek Parkway, Austin, TX 78717

TIPS 230701

Scope of Work

Siemens is pleased to present our proposal to build a new BAS front-end server for the County of Williamson ("WilCo") Cedar Park location, 9500 North Lake Creek Parkway, Austin, Texas, 78717. The overall scope of work entails the following deliverables:

- 1) Siemens shall [install](#) Siemens' Desigo CC software, [equipped with the below q\(3\) client licenses](#) and Siemens Desigo CC BA point license. [NOTE: WilCo IT shall provide and spin up their own virtual server where Desigo CC will reside. Appropriate specifications for this server shall be provided by Siemens to WilCo IT before work commences.](#)
 - Provide new Desigo CC software license for Desigo CC 7.0 - valid for (1) year
 - Supply a 1,500 Desigo CC BA point license with [a total of \(3\) client licenses](#)
 - Checkout and commissioning of the Desigo front-end graphical interface (AHUs, CUP and [q\(10\) VAV Zones](#) Only)
 - [As part of this proposed Scope of Work, a precon job walk will be conducted to locate location of said q\(10\) zones \(VAVs + room t-stats\) that will be brought into Desigo CC](#)
 - Training on-site by a licensed Siemens BAS Specialist Technician on the functionality of the Desigo CC software front-end
- 2) Siemens shall migrate the existing database for Desigo CC compatibility
- 3) Siemens shall update controller firmware revisions, as required, for Desigo CC compatibility
- 4) Siemens shall [assist WilCo in locating the appropriate q\(6\) network drops](#) to WilCo's IDF. [WilCo shall terminate into network switches](#) (said switches provided by [WilCo IT](#))
 - Any required network drops and network cable runs shall be performed by WilCo's IT Group
 - [As part of this proposed Scope of Work, a precon job walk will be conducted to locate the appropriate location of said q\(6\) network drops](#)

By implementing and executing the above deliverables, the WilCo Cedar Park facility will gain access to control and/or monitor the site's existing (9) Air Handling Units, the Central Plant equipment, [and specific zones of the q\(10\) VAVs + room t-stats.](#)

Scope of Work – Clarifications, Inclusions & Exclusions

Clarifications:

- WilCo shall provide Siemens with appropriate Bomgar log-in information for the virtual server in order for Siemens to be able to access the Desigo CC front-end when needed
- 485 cabling/wire for the aforementioned q(10) VAV Zones zones is assumed to be functional and intact. If that is not the case, Siemens and WilCo shall discuss scope of work to re-wire said non-functional 485 cabling/wire

Inclusions:

- Coordination, startup and daily checkout with WilCo POC as it pertains to the aforementioned scope of work
- Scope of work to be executed during Normal working hours (Mon-Fri 730am-430pm)
- Demonstration and witnessing of the functioning installation to the owner
- Warranty – (1) year parts
- Technician-led operator training on Desigo CC navigation will be supplied at the end of project completion

Exclusions:

- WilCo IT shall provide a new virtual server with monitor and associated hardware. Said virtual server will house Siemens' Desigo CC software front-end and the software front-end will be stood up by Siemens
- All remaining terminal device(s) graphics and floor plans - less the q(10) VAV Zones stated previously - are not included in this scope
- All existing TEC's, DEM's, MEC's, VFD's, and/or any & all existing controls, HVAC and/or mechanical equipment shall remain "as is"
- All existing BAS database call-outs to TxDOT (in the BAS database programming, sequence of operation, point names, controller names, etc. etc.) shall remain as-is.
 - This scope is exclusive of changing aforementioned TxDOT nomenclature to WilCo. SIE can accomplish this naming convention change via a separate project and separate PO#.
- Required network drops and network cable runs shall be performed by WilCo's IT Group
- Desigo CC shall reside on the network provided by WilCo
- No changes to the existing BAS database as it pertains to graphic additions/modifications and/or sequence of operation programming logic additions/modifications
- Non-Siemens equipment integration functionality to the Siemens BAS is excluded
- Any/all repairs of existing issues and/or required work from other trades is excluded from this scope of work

Pricing Summary

Pricing Summary	Sell Price
Total Quote Price	\$ 40,499.43

This price is fixed and firm through January 31, 2025

Taxes are not included.

Terms & Conditions Link(s)

Terms and Conditions (Click to download)

[Terms & Conditions \(Unrestricted\)](#)

(www.siemens.com/standard-terms-project-unrestricted)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Addendum(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Click on addendum below to read/download

[Monitoring](#)

(www.siemens.com/monitoring-addendum)

[Online Backup and Data Protection](#)

(www.siemens.com/data-backup-addendum)

[UBM or Utility Procurement](#)

(www.siemens.com/ubm-addendum)

[Software License Warranty](#)

(www.siemens.com/software-license-addendum)

[Consulting](#)

(www.siemens.com/rider-consulting)