



# POINTE COUPEE PARISH SCHOOL BOARD

Technology Department

## Proposal Cover Page

### I. Vendor Information

Vendor Name	Siemens Industry, Inc.		
Vendor Address	150 Teal Street, Ste 100, St. Rose, LA 70087		
Name of primary contact	Michael Holman, Jr.		
Phone	504-201-2953	Email	michael.holman@siemens.com

### II. Type of Proposal

☒ Turn Key      ☐ Equipment      ☐ Wiring

### III. Summary of Proposal

Indoor Option 1		Indoor Option 2		Indoor Option 3	
Make/Model	Unit Cost	Make/Model	Unit Cost	Make/Model	Unit Cost
Axis P3367-V	929.69	Bosch IPDome 5MP	572.20		
Outdoor Option 1		Outdoor Option 2		Outdoor Option 3	
Make/Model	Unit Cost	Make/Model	Unit Cost	Make/Model	Unit Cost
Axis P3367-VE	940.67	Bosch IPDome 5MP	578.96		
DVR Option 1		DVR Option 2		DVR Option 3	
Make/Model	Unit Cost	Make/Model	Unit Cost	Make/Model	Unit Cost
Siemens VMS	26577.11	Siemens VMS	26577.11		

Site costs shall be all-inclusive (including, shipping cost, installation of equipment, user training, technical support, licensing, wiring, and trash removal) and represent complete installation and integration with the existing network.

Site	Site Cost (Option 1)	Site Cost (Option 2)	Site Cost (Option 3)
STEM Magnet Academy of Pointe Coupee	139424.92	123336.99	
Livonia High School	138622.72	121754.03	
Rosenwald Elementary	111614.68	98746.76	
Rougou Elementary	103403.78	92568.27	
Upper Pointe Coupee	96130.89	86086.09	
Valverde Elementary	102666.20	90898.54	

### IV. Scoring (Will be completed once bid is reviewed in its entirety)

PCPSB Use Only/Vendors should leave this portion (section IV) blank

Rating Factor	Weight	Score
Price	.50	
Caliber of Product	.20	
Responsiveness to RFP (see subcategories)		
Vendor provided adequate information about products, pricing, and services	.10	
Adherence Format Requirements	.10	
References	.10	

Scoring Signatures:

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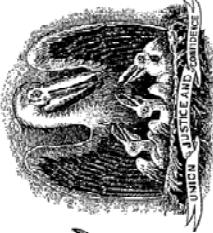

CCTV Systems  
**Pointe Coupee Parish School System**  
New Roads, LA  
Proposal ID: AEMA-1FGGNG8

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# **Business**

# **Licenses**

CCTV Systems  
**Pointe Coupee Parish School System**  
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 <p><b>State of Louisiana</b></p>	<p><b>State Licensing Board for Contractors</b></p>	<p>SIEMENS INDUSTRY, INC.          150 Teal Street, Suite 100          St. Rose, LA 70087</p>	<p>This is to Certify that:</p>	<p>is duly licensed and entitled to practice the following classifications</p>	<p>ELECTRICAL WORK (STATEWIDE); MECHANICAL WORK (STATEWIDE); SPECIALTY: FIRE ALARMS;          SPECIALTY: FIRE SUPPRESSION; SPECIALTY: INSTRUMENTATION AND CALIBRATION; SPECIALTY:          SECURITY</p>		<p>Witness our hand and seal of the Board dated,          Baton Rouge, LA 17th day of July 2015</p>	<p><i>Will S. McCP</i>          Director</p>	<p><i>Lee M. Delt</i>          Chairman</p>	<p><i>Indy Delt</i>          Treasurer</p>	<p>Expiration Date: September 05, 2017</p>	<p>License No: 24642</p>	<p>This License Is Not Transferrable</p>
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**Louisiana State Fire Marshal**  
**Life Safety and Property Protection Licensing & Registration Division**  
**Certificate of Firm Registration**

*The below named firm is hereby certified by and registered with the Office of State Fire Marshal pursuant to L.R.S. 40:1664 ET SEQ. of Life Safety & Property Protection systems:*

**License Number:** F829

**Endorsements:** Fire Sprinkler, Fire Alarm, Security

**Firm Name:** SIEMENS INDUSTRY, INC.

**Doing Business As:**

**Mailing Address:** 150 TEAL ST., STE. 100  
SAINT ROSE, LA 70087

**Physical Location:** 150 TEAL ST., STE. 100  
SAINT ROSE, LA 70087

*This license is not transferable and may be revoked or suspended with cause.*

**This License was issued on 3/1/2017 and will expire on 3/1/2018**



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# **Proposer**

# **Qualifications**

# **and References**

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## Capability to Perform

With over 8,000 employees positioned in over 110 full-service office locations throughout North America, Siemens Industry is able to provide customers with a range of technology and service solutions. Siemens has become a leader in security systems integration by selecting the best technologies and service solutions to help our over 45,000 clients succeed in today's very challenging business environment.

Siemens Industry has extensive experience in the design and implementation of robust security solutions. With revenues in excess of \$1.6 billion dollars, the success of Siemens Industry can be attributed to our highly competent workforce trained to provide the right balance of expertise and advanced technology to fulfill the specific needs of the customer. Siemens was named #1 Security Integrator for 5 of the last 8 years by Security Distributing & Management, a leading trade publication

Creating secure and efficient work environments is a challenge for today's facility professional. Yet, the objectives remain constant; to increase occupant safety to reduce risk and liability, to provide a better sense of security, and to minimize overall costs. Our team of highly trained professionals places the client at the center of our Security Management Services in order to achieve these goals. We use a solutions approach rather than a technical approach to solving these problems where operational results are given priority over technical implementations. All Siemens clients are supported by an in-depth infrastructure organized to deliver the operational results that our clients require.

Siemens Industry has the capability to integrate and manage various components of a comprehensive security system so that customers no longer need separate contracts with several unrelated service providers. From risk assessment to system design, installation, and integration to ongoing upgrades and service, we offer single-source solutions to support unique technology requirements for the long term.

Siemens Industry employees are experts at transforming technology into practical security solutions. Their knowledge has been shaped by decades of practical experience applying the most advanced security solutions across multiple locations for a global clientele. Moreover, their skills are finely honed through regular attendance at advanced security training courses. The extraordinary individual and collective efforts exhibited each and every day by Siemens staff characterize their customer commitment, rooted in teamwork, responsiveness, intelligence and precision.

As a security partner, Siemens Industry creates safe and productive environments necessary for a thriving business to succeed in the context of ever increasing internal and external security risks.

Siemens Corporation had over \$82.4 Billion in revenues in 2013. We have been in existence for over 161 years, and this stability is one of the key elements to our overall success in the marketplace!

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## References

The following references provide a wide range of projects that have been successfully completed. All are complex projects involving detailed integration and technical expertise.

### Lafayette Regional Airport

The scope of the project included the integration of multiple security technologies that provided the best value proposition to the airport. The system was evaluated according to their overall effectiveness to mitigate applicable security threats, performance level, cost, operational issues and more.



As a part of the scope, Siemens installed Genetec Omnicast, SWH CCure 9000 and Commend IP Intercom, Pivot3 and Marathon Repistore. The system includes installation of fixed and PTZ cameras, associated DVR's, and an access control system that allows the airport to exercise the highest level of redundancy over the access to the facilities. The installation has been an overwhelming success and is a flagship example of Siemens attention to detail and our willingness to listen carefully to the needs of our clients.

**Total Project Cost:** \$975,000 for the Security piece of Phase II

**Percentage of Work the firm was responsible for:** 100%

**Period of Time in Which Work was Completed:** 11 mos. Plus ongoing maintenance contract

**No Significant Change Orders involved in the project.**

**Brief statement of firm's adherence to schedule and budget:** Initially a 12 month project, scope expansion was limited based on a thorough understanding of clients needs allowed Siemens to complete the project on time and within budget.

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## **New Orleans Convention Center**

The scope of the project included the upgrade and migration of NOCC's video surveillance system. The project required the migration of nearly 700 cameras to IP based platform. Careful attention was paid to the lighting concerns within and around the Convention Center to ensure that the most effective cameras were deployed in support of the Convention Center's objectives.

As a part of the scope, Siemens assigned dedicated technicians to the project with the requisite expertise to create a finished project that considered bandwidth and migration issues and solved the business challenges of the Convention Center. The system includes installation of fixed and PTZ cameras, new Pivot3 Raige Storage Array for recording and storage of videos and access control system that allows the Convention Center control over the access to the facilities. The installation has been an ongoing project and Siemens has become a trusted advisor to the Convention Center.



**Total Project Cost:** \$495,000

**Percentage of Work the firm was responsible for:** 100%

**Period of Time in Which Work was Completed:** 7 mos.

**No Significant Change Orders involved in the project.**

**Brief statement of firm's adherence to schedule and budget:** Siemens completed the project on time and within budget.



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## **Alabama State Port Authority Rail Yard Project**

Siemens design and implementation approach was driven by ASPA's mission to provide an effective security operation to the port. Our preliminary design was focused on mitigating the threats in and around the areas identified by the port utilizing the latest security technologies. In addition, Siemens systems integrated approach provided ASPA with better data management and fusion to increase the authorities' situational and domain awareness. We will work with ASPA Staff to ensure design and implementation of a solid solution that will be flexible enough to accommodate changes and growth.



The overall scope of work for the Rail Yard Project was created to meet and overcome the following challenges and goals:

1. Design and implement a security system that will effectively enhance the ports situational awareness.
2. Successfully integrate new and existing IVS to the SMS systems
3. Design and implement a security system that will meet the port's needs, security and operations.
4. Deploy a technology that has a proven ability to work in a port/ airport / rail environment
5. System must be flexible and extendible
6. Availability of experienced resources
7. Design and implement adequate infrastructure to support existing and future needs of Security system.
8. Ability to meet budget and project timeline
9. Strong local presence to provide maintenance and other services

**Total Project Cost:** \$3,350,229

**Percentage of Work the firm was responsible for:** 90% as Sub to DBE Ma-Chi LCITE

**Period of Time in Which Work was Completed:** 24 mos. plus ongoing Support.

**No Significant Change Orders** involved in the project.

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## Mississippi Department of Corrections, Parchman, MS

**Description of Project:** Mississippi Department of Corrections Energy Performance Contract Phase II – The security portion of this project generated \$800K of operational savings annually providing a 100% return on investment in less than 8 years.

**Summary of Work Performed:** Upgraded old cell door controls to touch screen technology in 28 locations at South Mississippi Correctional Institute (SMCI), Central Mississippi Correctional Facility (CMCF), and the Mississippi State Penitentiary (MSP). Installed fence vibration systems (FVS) at 6 units at MSP. Installed CCTV system, consisting of fixed and PTZ cameras, at the perimeter of the 6 units at MSP. Upgraded the Electronic Surveillance Operations Center (ESOC) at MSP to include head end equipment for the fence vibration, CCTV, and SiteIQ systems, video surveillance recording and storage hardware, as well as 14 42" LCD monitors for viewing video. Encoded video and FVS data transmission from each unit to ESOC was accomplished via both existing and new fiber optic cable and associated equipment. CCTV, FVS, and SiteIQ were integrated, giving ESOC operators a helping hand and ensuring each unit where equipment is deployed has a secure perimeter. MSP has a footprint of 18,000 acres.



**Total Project Cost:** \$6.2M for the Security piece of Phase II

**Percentage of Work the firm was responsible for:** 100%

**Period of Time in Which Work was Completed:** 22 mos.

### Change Orders:

1. Substitution of SiVeillance SiteIQ for 2<sup>nd</sup> and 3<sup>rd</sup> layer of fence vibration system redundancy. No Cost Change
2. Installation of fiber optic cable between units where existing fiber optic cable proved unfit for video transmission. \$89K
3. Installation of additional cameras at Main Gate and Unit 32. \$102K

**Brief statement of firm's adherence to schedule and budget:** Initially a 12 month project, scope expansion including integration of new technologies, fiber optic cable installation, and main gate surveillance equipment installation required additional time. MDOC supported Siemens in these efforts. The project was completed within budget.

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# Product Descriptions

# FLEXIDOME IP outdoor 5000 MP

[www.boschsecurity.com](http://www.boschsecurity.com)



**BOSCH**

Invented for life



- ▶ 5MP for highly detailed images
- ▶ Easy to install with auto zoom/focus lens, wizard and pre-configured modes
- ▶ Fully configurable quad streaming
- ▶ Regions of interest and E-PTZ
- ▶ IR version with 15 m (50 ft) viewing distance

The 5MP outdoor dome cameras from Bosch are professional surveillance cameras that provide high quality images for demanding security and surveillance network requirements. These robust domes are true day/night cameras offering excellent performance day or night.

There is a version with a built-in active infrared illuminator that provides high performance in extreme low-light environments.

## System overview

### Vandal resistant outdoor dome with varifocal lens

Ideal for outdoor use, the IK10-rated design is suitable for installations where a vandal resistance is important. The camera is protected against water and dust to IP66 standards. The varifocal lens allows you to choose the coverage area to best suit your application. Mounting options are numerous, including surface, wall, and suspended-ceiling mounting. The automatic zoom/focus lens wizard makes it easy for an installer to accurately zoom and focus the camera for both day and night operation. The wizard is activated from the PC or from the on-board camera push button making it easy to choose the workflow that suits best.

The AVF (Automatic Varifocal) feature means that the zoom can be changed without opening the camera. The automatic motorized zoom/focus adjustment with 1:1 pixel mapping ensures the camera is always accurately focused.

## Functions

### Intelligent Dynamic Noise Reduction reduces bandwidth and storage requirements

The camera uses Intelligent Dynamic Noise Reduction which actively analyzes the contents of a scene and reduces noise artifacts accordingly.

The low-noise image and the efficient H.264 compression technology provide clear images while reducing bandwidth and storage by up to 50% compared to other H.264 cameras. This results in reduced-bandwidth streams that still retain a high image quality and smooth motion. The camera provides the most usable image possible by cleverly optimizing the detail-to-bandwidth ratio.

**Area-based encoding**

Area-based encoding is another feature which reduces bandwidth. Compression parameters for up to eight user-definable regions can be set. This allows uninteresting regions to be highly compressed, leaving more bandwidth for important parts of the scene.

**Bitrate optimized profile**

The average typical optimized bitrate in kbits/s for various frame rates is shown in the table:

fps	5MP	480p
12	1753	438
5	1136	284
2	489	122

**Multiple streams**

The innovative multi-streaming feature delivers various H.264 streams together with an M-JPEG stream. These streams facilitate bandwidth-efficient viewing and recording as well as integration with third-party video management systems.

Depending on the resolution and frame rate selected for the first stream, the second stream provides a copy of the first stream or a lower resolution stream.

The third stream uses the I-frames of the first stream for recording; the fourth stream shows a JPEG image at a maximum of 10 Mbit/s.

**Two-way audio and audio alarm**

Two-way audio allows the operator to communicate with visitors or intruders via an external audio line input and output. Audio detection can be used to generate an alarm if needed.

**Tamper and motion detection**

A wide range of configuration options is available for alarms signaling camera tampering. A built-in algorithm for detecting movement in the video can also be used for alarm signaling.

**Storage management**

Recording management can be controlled by the Bosch Video Recording Manager (VRM) or the camera can use iSCSI targets directly without any recording software.

**Edge recording**

The microSD card slot supports up to 2 TB of storage capacity. A microSD card can be used for local alarm recording. Pre-alarm recording in RAM reduces recording bandwidth on the network, or – if microSD card recording is used – extends the effective life of the storage medium.

**Cloud-based services**

The camera supports time-based or alarm-based JPEG posting to four different accounts. These accounts can address FTP servers or cloud-based storage facilities (for example, Dropbox). Video clips or JPEG images can also be exported to these accounts.

Alarms can be set up to trigger an e-mail or SMS notification so you are always aware of abnormal events.

The camera can also be supplied with power from +12 VDC power supplies.

**True day/night switching**

The camera incorporates mechanical filter technology for vivid daytime color and exceptional night-time imaging while maintaining sharp focus under all lighting conditions.

**Hybrid mode**

An analog video output enables the camera to operate in hybrid mode. This mode provides simultaneous high resolution HD video streaming and an analog video output via an SMB connector. The hybrid functionality offers an easy migration path from legacy CCTV to a modern IP-based system.

**Access security**

Password protection with three levels and 802.1x authentication is supported. To secure Web browser access, use HTTPS with a SSL certificate stored in the camera.

**Complete viewing software**

There are many ways to access the camera's features: using a web browser, with the Bosch Video Management System, with the free-of-charge Bosch Video Client or Video Security Client, with the video security mobile app, or via third-party software.

**Video security app**

The Bosch video security mobile app has been developed to enable Anywhere access to HD surveillance images allowing you to view live images from any location. The app is designed to give you complete control of all your cameras, from panning and tilting to zoom and focus functions. It's like taking your control room with you.

This app, together with the separately available Bosch transcoder, will allow you to fully utilize our dynamic transcoding features so you can play back images even over low-bandwidth connections.

**System integration**

The camera conforms to the ONVIF Profile S, ONVIF Profile Q and ONVIF Profile G specifications. Compliance with these standards guarantees interoperability between network video products regardless of manufacturer.

Third-party integrators can easily access the internal feature set of the camera for integration into large projects. Visit the Bosch Integration Partner Program (IPP) website ([ipp.boschsecurity.com](http://ipp.boschsecurity.com)) for more information.

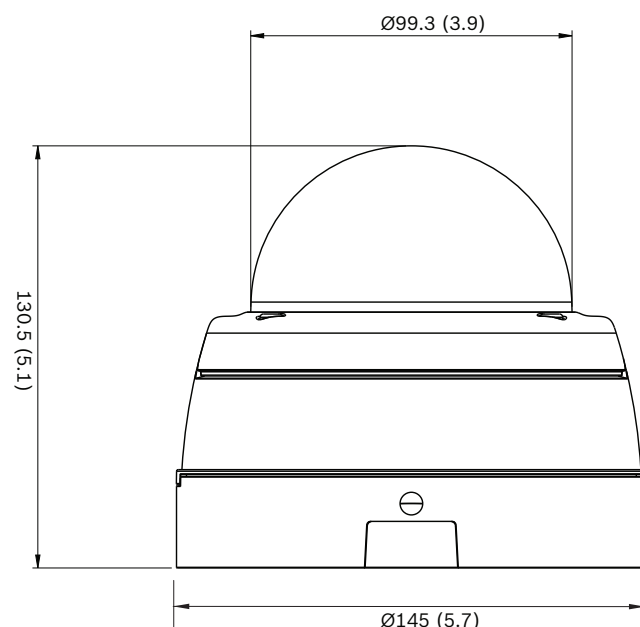
**Certifications and approvals**

Standards	IEC 62471 (IR version)
	EN 60950-1

	UL 60950-1
	UL 60950-22
	CAN/CSA-C22.2 NO. 60950-1-03
	CAN/CSA-C22.2 NO. 60950-22
	EN 50130-4
	EN 50130-5
	FCC Part15 Subpart B, Class B
	EMC directive 2004/108/EC
	EN 55022 class B
	EN 55024
	AS/NZS CISPR 22 (equal to CISPR 22)
	ICES-003 Class B
	VCCI J55022 V2/V3
	EN 50121-4
	EN 60950-22
<b>ONVIF compliance</b>	EN 50132-5-2; IEC 62676-2-3
<b>Product certifications</b>	CE, FCC, UL, cUL, RCM, CB, VCCI
<b>Ingress protection</b>	IP66, NEMA Type 4X
<b>Impact protection</b>	IK10

Region	Certification	
Europe	CE	Outdoor 5MP
USA	UL	Outdoor 5MP

### Installation/configuration notes



Dimensions mm (inch)

### Parts included

- Camera
- Screw kit
- Desiccant
- Conduit adapter kit
- Installation documentation

### Technical specifications

Power	
Input voltage	+12 VDC or Power-over-Ethernet (48 VDC nominal)
Power consumption	3.8 W max. 6.3 W max. (IR version)
PoE	IEEE 802.3af (802.3at Type 1) Power level: Class 2

Sensor	
Type	1/3-inch CMOS
Total sensor pixels	2592 x 1944

### Video performance - Sensitivity

Sensitivity – (3200K, reflectivity 89%, F1.3, 30IRE)

• Color	0.35 lx
• Mono	0.05 lx
• With IR	0.0 lx

**Video performance – Dynamic range**

Dynamic range	81 dB Wide Dynamic Range (WDR)
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**Video streaming**

Video compression	H.264 (MP); M- JPEG
Streaming	Multiple configurable streams in H.264 and M-JPEG, configurable frame rate and bandwidth. Regions of Interest (ROI)
Overall IP Delay	Min. 300 ms, Max. 850 ms
GOP structure	IP
Encoding interval	1 to 12 fps
Encoding regions	Up to 8 areas with encoder quality settings per area

**Video resolution**

5MP (4:3)	2592 x 1944
1.5MP (4:3)	1440 x 1080
0.8MP (4:3)	1024 x 768
VGA	640 x 480
QVGA	320 x 240

**Video functions**

Day/Night	Color, Monochrome, Auto
Adjustable picture settings	Contrast, Saturation, Brightness
White Balance	4 automatic modes, manual mode and measure
Shutter	Automatic Electronic Shutter (AES); Fixed (1/12 to 1/15000) selectable; Default shutter
Backlight compensation	On/off
Noise reduction	Intelligent Dynamic Noise Reduction with separate temporal and spatial adjustments
Contrast enhancement	On/off
Sharpness	Sharpness enhancement level selectable
Intelligent defog	Intelligent Defog automatically adjusts parameters for best picture in foggy or misty scenes (switchable)
Privacy Masking	Eight independent areas, fully programmable
Video Analysis	MOTION+
Other functions	Image mirror, Image flip, Pixel counter, Video watermarking, Display stamping, Scene modes, Location

**Night vision (IR version only)**

Distance	15 m (50 ft)
LED	10 LED high efficiency array, 850 nm
IR intensity	Adjustable

**Optical**

Lens type	3 to 10 mm Automatic Varifocal (AVF) lens, IR corrected DC Iris F1.3 – 360
Lens mount	Board mounted
Adjustment	Motorized zoom/focus
Iris control	Automatic iris control
Day/Night	Switched mechanical IR filter
Horizontal field of view	27.8° - 86.8°
Vertical field of view	20.8° - 63.4°

**Input/output**

Analog video out	SMB connector, CVBS (PAL/NTSC), 1 Vpp, 75 Ohm
Audio line in	0.707 Vrms max, 10 kOhm typical, jack connector
Audio line out	0.707 Vrms at 16 Ohm typical, jack connector
Alarm input	1 input
Alarm input activation	Short or DC 5V activation
Alarm output	1 output
Alarm output voltage	30 VDC, max. load 0.5 A
Ethernet	RJ45

**Audio streaming**

Standard	G.711, 8 kHz sampling rate L16, 16 kHz sampling rate AAC-LC, 48 kbps at 16 kHz sampling rate AAC-LC, 80 kbps at 16 kHz sampling rate
Signal-to-Noise Ratio	>50 dB
Audio Streaming	Full-duplex / half duplex

**Local storage**

Internal RAM	10 s pre-alarm recording
Memory card slot	Supports up to 32 GB microSDHC / 2 TB microSDXC card. (An SD card of Class 6 or higher is recommended for HD recording)
Recording	Continuous recording, ring recording, alarm/ events/schedule recording

**Software**

Unit discovery	IP Helper
Unit configuration	Via web browser or Configuration Manager
Firmware update	Remotely programmable
Software viewing	Web browser; Video Security Client; Video Security App; Bosch Video Management System; Bosch Video Client; or third party software
Latest firmware and software	<a href="http://downloadstore.boschsecurity.com/">http://downloadstore.boschsecurity.com/</a>

**Network**

Protocols	IPv4, IPv6, UDP, TCP, HTTP, HTTPS, RTP/RTCP, IGMP V2/V3, ICMP, ICMPv6, RTSP, FTP, Telnet, ARP, DHCP, APIPA (Auto-IP, link local address), NTP (SNTP), SNMP (V1, MIB-II), 802.1x, DNS, DNSv6, DDNS (DynDNS.org, selfHOST.de, no-ip.com), SMTP, iSCSI, UPnP (SSDP), DiffServ (QoS), LLDP, SOAP, Dropbox, CHAP, digest authentication
Encryption	TLS 1.2, SSL, DES, 3DES
Ethernet	10/100 Base-T, auto-sensing, half/full duplex
Connectivity	Auto-MDIX
Interoperability	ONVIF Profile S; ONVIF Profile G ; ONVIF Profile Q GB/T 28181

**Mechanical**

3-axis adjustment (pan/tilt/rotation)	350° / 130° / 330°
Dimensions	Diameter: 145 mm (5.71 in) Height: 131 mm (5.14 in)
Weight	1102 g (2.43 lb) approx.
Color	RAL 9004, RAL 9010

**Environmental**

Operating temperature	-40 °C to +50 °C (-40 °F to +122 °F) for continuous operation; -34 °C to +74 °C (-30 °F to +165 °F) according to NEMA TS 2-2003 (R2008), para 2.1.5.1 using fig. 2.1 test profile
Storage temperature	-40 °C to +70 °C (-40 °F to +158 °F)
Humidity	20% to 90% relative humidity (non condensing)

**Ordering information****FLEXIDOME IP outdoor 5000 MP**

Vandal-resistant IP dome camera for outdoor MP surveillance. Automatic Varifocal 3 to 10 mm f1.3 lens; IP66; IK10; IDNR; day/night; H.264 quad-streaming; cloud services; motion/tamper/audio detection; 5MP  
Order number **NDN-50051-A3**

**FLEXIDOME IP outdoor 5000 IR**

Vandal-resistant IP dome camera for outdoor MP surveillance. Automatic Varifocal 3 to 10 mm f1.3 lens; IP66; IK10; IDNR ; day/night; H.264 quad-streaming; cloud services; motion/tamper/audio detection; 5MP; infrared  
Order number **NDI-50051-A3**

**Accessories****NDA-LWMT-DOME Dome Wall Mount**

Sturdy wall L-shaped bracket for dome cameras  
Order number **NDA-LWMT-DOME**

**VDA-WMT-AODOME Outdoor Wall Mount**

Sturdy outdoor wall mount bracket for dome cameras (Ø166 mm)  
Order number **VDA-WMT-AODOME**

**VDA-PMT-AODOME Outdoor Pipe Mount**

Sturdy outdoor pipe mount bracket for dome cameras (Ø166 mm)  
Order number **VDA-PMT-AODOME**

**LTC 9213/01 Pole Mount Adapter**

Flexible pole mount adapter for camera mounts (use together with the appropriate wall mount bracket). Max. 9 kg (20 lb); 3 to 15 inch diameter pole; stainless steel straps  
Order number **LTC 9213/01**

**NDA-FMT-DOME In-ceiling mount**

In-ceiling flush mounting kit for dome cameras (Ø157 mm)  
Order number **NDA-FMT-DOME**

**NDA-ADT4S-MINDOME 4S Surface Mount Box**

Surface mount box (Ø145 mm / Ø5.71 in) for dome cameras (use together with the appropriate dome adapter bracket).  
Order number **NDA-ADT4S-MINDOME**

**Monitor/DVR Cable SMB 0.3M**

0.3 m (1 ft) analog cable, SMB (female) to BNC (female) to connect camera to coaxial cable  
Order number **NBN-MCSMB-03M**

**Monitor/DVR Cable SMB 3.0M**

3 m (9 ft) analog cable, SMB (female) to BNC (male) to connect camera to monitor or DVR  
Order number **NBN-MCSMB-30M**

**IP66 I/O Cable**

An IP66 certified cable for easy waterproof installation  
Order number **NDN-IOC-30M**



**NPD-5001-POE Midspan PoE Injector**

Power-over-Ethernet midspan injector for use with PoE enabled cameras; 15.4 W, 1-port  
Order number **NPD-5001-POE**

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**NPD-5004-POE Midspan PoE Injector**

Power-over-Ethernet midspan injectors for use with PoE enabled cameras; 15.4 W, 4-ports  
Order number **NPD-5004-POE**

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**Represented by:**

**Europe, Middle East, Africa:**  
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# FLEXIDOME IP indoor 5000 MP

[www.boschsecurity.com](http://www.boschsecurity.com)



**BOSCH**

Invented for life



- ▶ Easy to install with auto zoom/focus lens, wizard and pre-configured modes
- ▶ 5MP for highly detailed images
- ▶ Fully configurable quad streaming
- ▶ IR version with 15 m (50 ft) viewing distance
- ▶ Regions of interest and E-PTZ

The 5MP indoor dome cameras from Bosch are professional surveillance cameras that provide high quality MP images for demanding security and surveillance network requirements. These domes are true day/night cameras offering excellent performance day or night.

There is a version with a built-in active infrared illuminator that provides high performance in extreme low-light environments.

## System overview

### Easy to install stylish indoor dome

Ideal for indoor use, the stylish design is suitable for installations where appearance and flexible coverage are important. The varifocal lens allows you to choose the coverage area to best suit your application. Using the proprietary pan/tilt/rotation mechanism, installers can select the exact field of view. Mounting options are numerous, including surface, wall, and suspended-ceiling mounting.

The automatic zoom/focus lens wizard makes it easy for an installer to accurately zoom and focus the camera for both day and night operation. The wizard is activated from the PC or from the on-board camera push button making it easy to choose the workflow that suits best.

The AVF (Automatic Varifocal) feature means that the zoom can be changed without opening the camera. The automatic motorized zoom/focus adjustment with 1:1 pixel mapping ensures the camera is always accurately focused.

## Functions

### Intelligent Dynamic Noise Reduction reduces bandwidth and storage requirements

The camera uses Intelligent Dynamic Noise Reduction which actively analyzes the contents of a scene and reduces noise artifacts accordingly.

The low-noise image and the efficient H.264 compression technology provide clear images while reducing bandwidth and storage by up to 50% compared to other H.264 cameras. This results in reduced-bandwidth streams that still retain a high image quality and smooth motion. The camera provides the most usable image possible by cleverly optimizing the detail-to-bandwidth ratio.

**Area-based encoding**

Area-based encoding is another feature which reduces bandwidth. Compression parameters for up to eight user-definable regions can be set. This allows uninteresting regions to be highly compressed, leaving more bandwidth for important parts of the scene.

**Bitrate optimized profile**

The average typical optimized bitrate in kbits/s for various frame rates is shown in the table:

fps	5MP	480p
12	1753	438
5	1136	284
2	489	122

**Multiple streams**

The innovative multi-streaming feature delivers various H.264 streams together with an M-JPEG stream. These streams facilitate bandwidth-efficient viewing and recording as well as integration with third-party video management systems.

Depending on the resolution and frame rate selected for the first stream, the second stream provides a copy of the first stream or a lower resolution stream.

The third stream uses the I-frames of the first stream for recording; the fourth stream shows a JPEG image at a maximum of 10 Mbit/s.

**Built-in microphone, two-way audio and audio alarm**

The camera has a built-in microphone to allow operators to listen in on the monitored area. Two-way audio allows the operator to communicate with visitors or intruders via an external audio line input and output. Audio detection can be used to generate an alarm if needed.

If required by local laws, the microphone can be permanently blocked via a secure license key.

**Tamper and motion detection**

A wide range of configuration options is available for alarms signaling camera tampering. A built-in algorithm for detecting movement in the video can also be used for alarm signaling.

**Storage management**

Recording management can be controlled by the Bosch Video Recording Manager (VRM) or the camera can use iSCSI targets directly without any recording software.

**Edge recording**

The MicroSD card slot supports up to 2 TB of storage capacity. A microSD card can be used for local alarm recording. Pre-alarm recording in RAM reduces recording bandwidth on the network, or – if microSD card recording is used – extends the effective life of the storage medium.

**Cloud-based services**

The camera supports time-based or alarm-based JPEG posting to four different accounts. These accounts can address FTP servers or cloud-based storage facilities (for example, Dropbox). Video clips or JPEG images can also be exported to these accounts.

Alarms can be set up to trigger an e-mail or SMS notification so you are always aware of abnormal events.

**Easy installation**

Power for the camera can be supplied via a Power-over-Ethernet compliant network cable connection. With this configuration, only a single cable connection is required to view, power, and control the camera. Using PoE makes installation easier and more cost-effective, as cameras do not require a local power source.

The camera can also be supplied with power from +12 VDC power supplies.

For trouble-free network cabling, the camera supports Auto-MDIX which allows the use of straight or cross-over cables.

**True day/night switching**

The camera incorporates mechanical filter technology for vivid daytime color and exceptional night-time imaging while maintaining sharp focus under all lighting conditions.

**Hybrid mode**

An analog video output enables the camera to operate in hybrid mode. This mode provides simultaneous high resolution HD video streaming and an analog video output via an SMB connector. The hybrid functionality offers an easy migration path from legacy CCTV to a modern IP-based system.

**Access security**

Password protection with three levels and 802.1x authentication is supported. To secure Web browser access, use HTTPS with a SSL certificate stored in the camera.

**Complete viewing software**

There are many ways to access the camera's features: using a web browser, with the Bosch Video Management System, with the free-of-charge Bosch Video Client or Video Security Client, with the video security mobile app, or via third-party software.

**Video security app**

The Bosch video security mobile app has been developed to enable Anywhere access to HD surveillance images allowing you to view live images from any location. The app is designed to give you complete control of all your cameras, from panning and tilting to zoom and focus functions. It's like taking your control room with you.

This app, together with the separately available Bosch transcoder, will allow you to fully utilize our dynamic transcoding features so you can play back images even over low-bandwidth connections.

### System integration

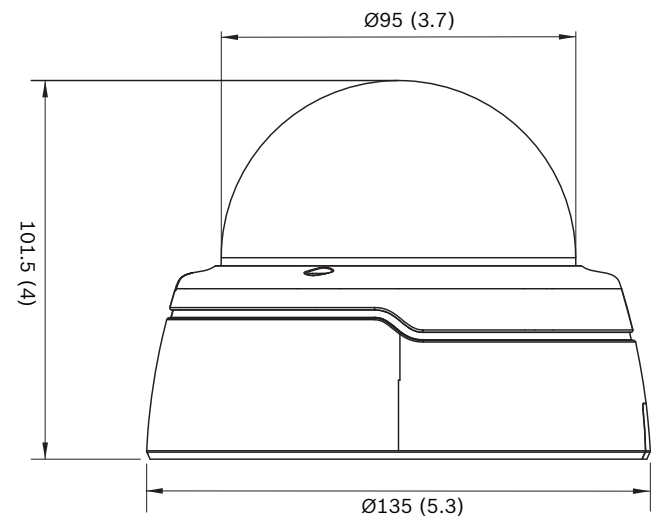
The camera conforms to the ONVIF Profile S, ONVIF Profile Q and ONVIF Profile G specifications. Compliance with these standards guarantees interoperability between network video products regardless of manufacturer. Third-party integrators can easily access the internal feature set of the camera for integration into large projects. Visit the Bosch Integration Partner Program (IPP) website ([ipp.boschsecurity.com](http://ipp.boschsecurity.com)) for more information.

### Certifications and approvals

Standards	IEC 62471 (IR version)
	EN 60950-1
	UL 60950-1
	CAN/CSA-C22.2 NO. 60950-1-03
	EN 50130-4
	EN 50130-5, Class II (indoor in general, fixed equipment)
	FCC Part 15 Subpart B, Class B
	EMC directive 2004/108/EC
	EN 55022 class B
	EN 55024
ONVIF compliance	AS/NZS CISPR 22 (equal to CISPR 22)
	ICES-003 Class B
	VCCI J55022 V2/V3
	EN 50121-4
	EN 50132-5-2; IEC 62676-2-3
Product certifications	CE, FCC, UL, cUL, RCM, CB, VCCI

Region	Certification	
Europe	CE	Indoor 5MP
USA	UL	Indoor 5MP

### Installation/configuration notes



Dimensions mm (inch)

### Parts included

- Camera
- Screw kit
- Installation documentation

### Technical specifications

Power	
Input voltage	+12 VDC or Power-over-Ethernet (48 VDC nominal)
Power consumption	3.8 W max. 6.3 W max. (IR version)
PoE	IEEE 802.3af (802.3at Type 1) Power level: Class 2

Sensor	
Type	1/3-inch CMOS
Total sensor pixels	2592 x 1944

### Video performance - Sensitivity

Sensitivity – (3200K, reflectivity 89%, F1.3, 30IRE)

• Color	0.35 lx
• Mono	0.05 lx
• With IR	0.0 lx

### Video performance - Dynamic range

Dynamic range	81 dB Wide Dynamic Range (WDR)
---------------	--------------------------------

Video streaming	
Video compression	H.264 (MP); M-JPEG
Streaming	Multiple configurable streams in H.264 and M-JPEG, configurable frame rate and bandwidth. Regions of Interest (ROI)
Overall IP Delay	Min. 300 ms, Max. 850 ms
GOP structure	IP
Encoding interval	1 to 12 fps
Encoding regions	Up to 8 areas with encoder quality settings per area

Video resolution	
5MP (4:3)	2592 x 1944
1.5MP (4:3)	1440 x 1080
0.8MP (4:3)	1024 x 768
VGA	640 x 480
QVGA	320 x 240

Video functions	
Day/Night	Color, Monochrome, Auto
Adjustable picture settings	Contrast, Saturation, Brightness
White Balance	4 automatic modes, manual mode and measure
Shutter	Automatic Electronic Shutter (AES); Fixed (1/12 to 1/15000) selectable; Default shutter
Backlight compensation	On/off
Noise reduction	Intelligent Dynamic Noise Reduction with separate temporal and spatial adjustments
Contrast enhancement	On/off
Sharpness	Sharpness enhancement level selectable
Intelligent defog	Intelligent Defog automatically adjusts parameters for best picture in foggy or misty scenes (switchable)
Privacy Masking	Eight independent areas, fully programmable
Video Analysis	MOTION+
Other functions	Image mirror, Image flip, Pixel counter, Video watermarking, Display stamping, Scene modes, Location

Night vision (IR version only)	
Distance	15 m (50 ft)
LED	10 LED high efficiency array, 850 nm
IR intensity	Adjustable

Optical	
Lens type	3 to 10 mm Automatic Varifocal (AVF) lens, IR corrected DC Iris F1.3 – 360
Lens mount	Board mounted
Adjustment	Motorized zoom/focus
Iris control	Automatic iris control
Day/Night	Switched mechanical IR filter
Horizontal field of view	27.8° - 86.8°
Vertical field of view	20.8° - 63.4°

Input/output	
Analog video out	SMB connector, CVBS (PAL/NTSC), 1 Vpp, 75 Ohm
Audio line in	0.707 Vrms max, 10 kOhm typical, jack connector
Audio line out	0.707 Vrms at 16 Ohm typical, jack connector
Audio input	Built-in microphone (can be permanently disabled)
Alarm input	1 input
Alarm input activation	Short or DC 5V activation
Alarm output	1 output
Alarm output voltage	30 VDC, max. load 0.5 A
Ethernet	RJ45

Audio streaming	
Standard	G.711, 8 kHz sampling rate L16, 16 kHz sampling rate AAC-LC, 48 kbps at 16 kHz sampling rate AAC-LC, 80 kbps at 16 kHz sampling rate
Signal-to-Noise Ratio	>50 dB
Audio Streaming	Full-duplex / half duplex

Local storage	
Internal RAM	10 s pre-alarm recording
Memory card slot	Supports up to 32 GB microSDHC / 2 TB microSDXC card. (An SD card of Class 6 or higher is recommended for HD recording)
Recording	Continuous recording, ring recording, alarm/ events/schedule recording

Software	
Unit discovery	IP Helper
Unit configuration	Via web browser or Configuration Manager
Firmware update	Remotely programmable
Software viewing	Web browser; Video Security Client; Video Security App; Bosch Video Management System; Bosch Video Client; or third party software
Latest firmware and software	<a href="http://downloadstore.boschsecurity.com/">http://downloadstore.boschsecurity.com/</a>

Network	
Protocols	IPv4, IPv6, UDP, TCP, HTTP, HTTPS, RTP/ RTCP, IGMP V2/V3, ICMP, ICMPv6, RTSP, FTP, Telnet, ARP, DHCP, APIPA (Auto-IP, link local address), NTP (SNTP), SNMP (V1, MIB-II), 802.1x, DNS, DNSv6, DDNS (DynDNS.org, selfHOST.de, no-ip.com), SMTP, iSCSI, UPnP (SSDP), DiffServ (QoS), LLDP, SOAP, Dropbox, CHAP, digest authentication
Encryption	TLS 1.2, SSL, DES, 3DES
Ethernet	10/100 Base-T, auto-sensing, half/full duplex
Connectivity	Auto-MDIX
Interoperability	ONVIF Profile S; ONVIF Profile G ; ONVIF Profile Q GB/T 28181

Mechanical	
3-axis adjustment (pan/tilt/rotation)	350° / 130° / 330°
Dimensions (Ø x H)	135 x 102 mm (5.32 x 4 in)
Weight (approx.)	450 g (0.99 lb)
Color	RAL 9004, RAL 9010

Environmental	
Operating temperature (continuous)	-20 °C to +50 °C (-4 °F to +122 °F)
Storage temperature	-30 °C to +70 °C (-22 °F to +158 °F)
Humidity	20% to 90% relative humidity (non condensing)

### Ordering information

#### FLEXIDOME IP indoor 5000 MP

Professional IP dome camera for indoor MP surveillance. Automatic Varifocal 3 to 10 mm f1.3 lens; IDNR; day/night; H.264 quad-streaming; cloud services; motion/tamper/audio detection; microphone; 5MP  
Order number **NIN-50051-A3**

#### FLEXIDOME IP indoor 5000 IR

Professional IP dome camera for indoor MP surveillance. Automatic Varifocal 3 to 10 mm f1.3 lens; IDNR; day/night; H.264 quad-streaming; cloud services; motion/tamper/audio detection; microphone; 5MP; infrared  
Order number **NII-50051-A3**

#### Accessories

##### NDA-LWMT-DOME Dome Wall Mount

Sturdy wall L-shaped bracket for dome cameras  
Order number **NDA-LWMT-DOME**

##### NDA-ADTVEZ-DOME Dome Adapter Bracket

Adapter bracket (used together with appropriate wall or pipe mount, or surface mount box)  
Order number **NDA-ADTVEZ-DOME**

##### VEZ-A2-WW Wall Mount

Wall mount (Ø145/149 mm) for dome cameras (use together with appropriate dome adapter bracket); white  
Order number **VEZ-A2-WW**

##### VEZ-A2-PW Pipe Mount

Pendant pipe mount (Ø145/149 mm) for dome cameras (use together with appropriate dome adapter bracket); white  
Order number **VEZ-A2-PW**

##### LTC 9213/01 Pole Mount Adapter

Flexible pole mount adapter for camera mounts (use together with the appropriate wall mount bracket). Max. 9 kg (20 lb); 3 to 15 inch diameter pole; stainless steel straps  
Order number **LTC 9213/01**

##### NDA-FMT-DOME In-ceiling mount

In-ceiling flush mounting kit for dome cameras (Ø157 mm)  
Order number **NDA-FMT-DOME**

**NDA-ADT4S-MINDOME 4S Surface Mount Box**

Surface mount box (Ø145 mm / Ø5.71 in) for dome cameras (use together with the appropriate dome adapter bracket).

Order number **NDA-ADT4S-MINDOME**

**Monitor/DVR Cable SMB 0.3M**

0.3 m (1 ft) analog cable, SMB (female) to BNC (female) to connect camera to coaxial cable

Order number **NBN-MCSMB-03M**

**Monitor/DVR Cable SMB 3.0M**

3 m (9 ft) analog cable, SMB (female) to BNC (male) to connect camera to monitor or DVR

Order number **NBN-MCSMB-30M**

**NPD-5001-POE Midspan PoE Injector**

Power-over-Ethernet midspan injector for use with PoE enabled cameras; 15.4 W, 1-port

Order number **NPD-5001-POE**

**NPD-5004-POE Midspan PoE Injector**

Power-over-Ethernet midspan injectors for use with PoE enabled cameras; 15.4 W, 4-ports

Order number **NPD-5004-POE**

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The background image is a high-angle, wide shot of a modern building's central courtyard. The building has a curved, glass-and-steel facade. The courtyard is paved and contains several small trees and benches. Overlaid on the image are glowing blue digital lines forming a grid and concentric circles, suggesting a surveillance or data network. A large, semi-transparent hexagonal grid is visible in the center of the courtyard. The Siemens logo is in the top left corner.

SIEMENS

# Surveillance Video Management Software

Intelligent video management for security, efficiency and value  
that's tailored to your specific needs.

[www.usa.siemens.com/security](http://www.usa.siemens.com/security)



# Video management using Siveillance VMS:

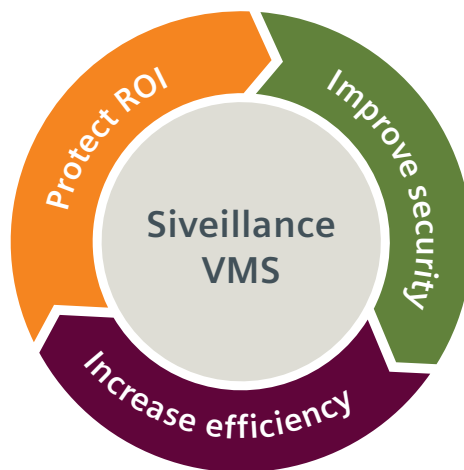
Transform video into actionable security information

Siveillance VMS is powerful IP video management software designed for small to large-scale and high-security deployments. Choose from three scalable versions – Siveillance VMS 100, 200 and 300 – for maximum flexibility and cost-effectiveness.

An increasing number of security breaches and the expanding intensity of new threats, combined with stringent regulations and an exponential growth in the amount of video data, are just some of the challenges that today's video management systems and security directors need to address.

Siveillance™ VMS optimizes video management, making your security operators more effective and efficient. It offers a modular system structure and scalability designed to help all types of organizations adapt to changing risks and threats. An emphasis on openness enables Siveillance VMS users to perform any necessary upgrades and modernizations in a cost-effective manner.

With Siveillance VMS, you'll enhance security and productivity, and benefit from a greater return on investment.



## Improve security

Siveillance VMS greatly improves your ability to manage video surveillance across your site, helping you improve response times and the security of people and assets.

- Supports regulatory compliance
- Enhances your information security
- Maximizes uptime through system redundancy and high availability
- Safeguards evidence handling

## Increase efficiency

Siveillance VMS can be updated with new features that boost operator productivity and enhance your overall operations.

- Quick installation on-site and seamless update process
- Faster video access through three, unique viewing clients – the video client, the web client, and the mobile client
- Access based upon personnel responsibilities and rights improves management of stored video data

## Protect your investment

We go beyond basic video management to help you achieve a lower total cost of ownership through innovative technology.

- Leverage other Siemens security applications, such as Siveillance SiteIQ Analytics, or embed video within Desigo CC to expand its capabilities
- Use Siveillance VMS to centralize video surveillance operations across geographically dispersed sites
- Upgrade or modernize your system cost-efficiently



Siveillance VMS addresses the specific needs of small and medium size businesses and complex enterprise deployments through three versions: VMS 100, 200 and 300.

#### Siveillance VMS 100

Best suited for small and medium size installations, Siveillance VMS 100 supports up to 128 network video cameras and a wide variety of encoders. Using scheduled and event-driven rules, a single interface allows users to automate security actions and control external systems, reducing the amount of manual tasks required.

- Increases operator productivity via a consolidated view of installations
- Ensures intuitive operation through the Alarm Manager's clear overview
- Easily expandable as business needs change and grow

#### Siveillance VMS 200

Siveillance VMS 200 has a powerful central management interface, allowing large systems with multiple recording servers to be efficiently managed as one, unified system. It centrally manages and controls all connected cameras, devices, storage, and users via a single user interface.

- Automates management of the system based on pre-determined policies and procedures to respond to security events, minimizing the need for manual control
- Operates with high redundancy for increased availability, including edge storage, in the event of a network or server failure
- Allows you to efficiently manage video data by utilizing markers and descriptive notes for the quick sorting and archiving of video data

#### Siveillance VMS 300

With its centralized management of recording servers, users, storage, and devices, Siveillance VMS 300 is designed for large-scale and high-security deployments with an unlimited number of cameras and servers. Its centralized management interface enables efficient administration regardless of the system's size or geographical distribution.

- Supports video continuity, using failover recording servers and redundant management servers
- Provides multistage video storage, including adjusting the frame rate, for efficient long-term storage, without interfering with live video
- Secures availability of video for investigations via evidence lock, overriding normal video retention and data retention policies
- Enables encryption of sensitive data

Each Siveillance VMS version features camera, server, user, and site flexibility and scalability to fulfill your diverse video management requirements. Siveillance SiteIQ Perimeter Essentials Analytics is provided with each version to maximize video management capabilities. Siveillance VMS 200 and 300 can be integrated with Designo CC as part of a total building solution.

	VMS 100	VMS 200	VMS 300
Recording Server Manager	•	•	•
Alarm Manager	•	•	•
Event Control	•	•	•
Edge Storage	—	•	•
Monitoring Wall	—	•	•
Multi Live Streaming	—	•	•
Manual Bookmarking	—	•	•
Multicast Support	—	•	•
Failover Event Server Redundant Cluster	—	•	•
System Monitor	—	•	•
Failover Recording Server	—	—	•
Evidence; Lock, Retrieve Set Retention Times	—	—	•
Rule Based Bookmarking	—	—	•
Data Grooming	—	—	•
Multistage Storage	—	—	•
Video Database Signature	—	—	•
Video Data Encryption	—	—	•
Tiered Management Rights	—	—	•
Time Schedule Control	—	—	•
SNMP Trap	—	—	•

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The information in this document contains general descriptions of technical options available, which do not always have to be present in individual cases. The required features should therefore be specified in each individual case at the time of closing the contract. The document contains a general product overview. Availability can vary by country. For detailed product information, please contact the company office or authorized partners.

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Our world is undergoing changes, demographic change, urbanization, global warming, and resource shortages, that force us to think in new ways. Maximum efficiency has to be a top priority – and not only where energy is concerned. We need to increase comfort for the well-being and productivity of building occupants. Also, our need for safety and security is constantly evolving. For our customers, success is defined by how well they manage these challenges. Siemens has the answers. Call your local Siemens representative to learn more.

**“We are the preferred partner for energy-efficient, safe, and secure buildings and infrastructure.”**

## AXIS P3367-V Network Camera

5-megapixel, light-sensitive with remote focus and zoom

AXIS P3367-V is a fixed dome network camera that offers superb video performance in HDTV 1080p/5 MP resolution. It complies with the SMPTE 274M standard and can cover a large area with exceptional detail and light sensitivity. Wide dynamic range and day/night functionality provides high image quality even in low-light conditions. With multi-view streaming, the full view and up to 8 individually cropped out view areas can be streamed simultaneously. P-Iris control provides optimal depth of field, resolution, image contrast and clarity. Remote zoom and focus eliminate the need for hands-on fine tuning. AXIS P3367-V has support for digital pan/tilt/zoom, two-way audio, audio detection and input/output ports for external devices.

- > **HDTV 1080p/5 MP**
- > **P-Iris control**
- > **Remote zoom and focus**
- > **I/O ports and two-way audio**
- > **IK10 vandal-resistance**



# AXIS P3367-V Network Camera

Camera		AXIS Digital Autotracking, AXIS Cross Line Detection Support for AXIS Camera Application Platform enabling installation of third-party applications, see <a href="http://www.axis.com/acap">www.axis.com/acap</a>
Image sensor	Progressive scan RGB CMOS 1/3.2"	
Lens	3-9 mm, F1.2 Horizontal field of view: 84°-30° Vertical field of view: 63°-22° Varifocal, Remote focus and zoom, P-Iris control, IR corrected	
Day and night	Automatically removable infrared-cut filter	
Minimum illumination	Color: 0.2 lux, F1.2, B/W: 0.04 lux, F1.2	
Shutter time	1/28000 s to 2 s	
Camera angle adjustment	Pan 360°, Tilt 160°, Rotation 340°	
Video		
Video compression	H.264 Baseline and Main Profile (MPEG-4 Part 10/AVC), Motion JPEG	
Resolutions	2592x1944 (5 MP) to 160x90	
Frame rate	2 MP 4:3 (1600x1200) and HDTV 1080p (1920x1080) capture modes: 30 fps in all resolutions, 3 MP capture mode: 20 fps in all resolutions, 5 MP capture mode: 12 fps in all resolutions	
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG, Controllable frame rate and bandwidth, VBR/MBR H.264	
Multi-view streaming	Up to 8 individually cropped out view areas When streaming 4 view areas and 1 overview in VGA resolution, the frame rate is 12 fps per stream (5 MP capture mode) or 20 fps per stream (3 MP capture mode)	
Pan/Tilt/Zoom	Digital PTZ Preset positions, Guard tour	
Image settings	Compression, Color, Brightness, Sharpness, Contrast, White balance, Exposure control, Exposure zones, Fine tuning of behavior at low light, Text and image overlay, Mirroring of images, Privacy mask Rotation 0°, 90°, 180°, 270°, including Corridor Format Wide Dynamic Range - Dynamic Contrast	
Audio		
Audio streaming	Two-way audio	
Audio compression	AAC LC 8/16 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Configurable bit rate	
Audio input/output	External microphone input or line input, Line output, Built-in microphone (can be disabled)	
Network		
Security	Password protection, IP address filtering, HTTPS <sup>a</sup> encryption, IEEE 802.1X <sup>a</sup> network access control, Digest authentication, User access log	
Supported protocols	IPv4/v6, HTTP, HTTPS <sup>a</sup> , SSL/TLS <sup>a</sup> , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP <sup>TM</sup> , SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH	
System integration		
Application Programming Interface	Open API for software integration, including VAPIX <sup>®</sup> and AXIS Camera Application Platform, specifications at <a href="http://www.axis.com">www.axis.com</a> AXIS Video Hosting System (AVHS) with One-click Connection ONVIF <sup>®</sup> Profile S and ONVIF <sup>®</sup> Profile G, specification at <a href="http://www.onvif.org">www.onvif.org</a>	
Analytics	Included AXIS Video Motion Detection, active tampering alarm, audio detection Supported	
Event triggers	Analytics, Edge storage events, External input	
Event actions	File upload: FTP, SFTP, HTTP, HTTPS, network share and email Notification: email, HTTP, HTTPS and TCP Video recording to edge storage Pre- and post-alarm video buffering External output activation, Audio recording to edge storage, Play audio clip Preset positions, Guard tour	
Data streaming	Event data	
Built-in installation aids	Remote zoom, Remote focus, Pixel counter	
General		
Casing	Polycarbonate transparent dome, aluminum inner camera module with encapsulated electronics IK10 impact-resistant casing with aluminum base Color: White NCS S 1002-B. For repainting instructions and impact on warranty, contact your Axis partner.	
Memory	512 MB RAM, 128 MB Flash	
Power	Power over Ethernet IEEE 802.3af/802.3at Type 1 Class 2 Max 6.2 W	
Connectors	RJ45 10BASE-T/100BASE-TX PoE Terminal block for 1 alarm input and 1 output, 3.5 mm mic/line in, 3.5 mm line out	
Storage	Support for SD/SDHC/SDXC card Support for SD card encryption Support for recording to network-attached storage (NAS) For SD card and NAS recommendations see <a href="http://www.axis.com">www.axis.com</a>	
Operating conditions	0 °C to 50 °C (32 °F to 122 °F) Humidity 10-85% RH (non-condensing)	
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F)	
Approvals	EN 55022 Class B, EN 61000-6-1, EN 61000-6-2, EN 55024, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, RCM AS/NZS CISPR 22 Class B, KCC KN22 Class B, KN24, EN 50581, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-64, IEC 60068-2-78 IEC/EN/UL 60950-1 IEC 62262 IK10	
Weight	730 g (1.6 lb)	
Dimensions	Ø148 x 104 mm (Ø5 13/16 x 4 1/16 in)	
Included accessories	Installation Guide, Windows decoder 1-user license, Resistor <sup>®</sup> T20 L-key, Drill hole template Connector kit, Smoked dome	
Video management software	AXIS Camera Companion, AXIS Camera Station, Video management software from Axis' Application Development Partners available on <a href="http://www.axis.com/support/downloads">www.axis.com/support/downloads</a>	
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese	
Warranty	Axis 3-year warranty and AXIS Extended Warranty option, see <a href="http://www.axis.com/warranty">www.axis.com/warranty</a>	

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>), and cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)).

Environmental responsibility:

[www.axis.com/environmental-responsibility](http://www.axis.com/environmental-responsibility)

## AXIS P3367-VE Network Camera

5-megapixel, light-sensitive with remote focus and zoom

AXIS P3367-VE is a fixed dome network camera that offers superb video performance in HDTV 1080p/5 MP resolution. It complies with the SMPTE 274M standard and can cover a large area with exceptional detail and light sensitivity. Wide dynamic range and day/night functionality provides high image quality even in low-light conditions. With multi-view streaming, the full view and up to 8 individually cropped out view areas can be streamed simultaneously. AXIS P3367-VE has support for digital pan/tilt/zoom, two-way audio, audio detection and input/output ports for external devices. With its weather-proof and vandal-resistant casing, it is perfectly adapted for harsh environments.

- > **HDTV 1080p/5 MP**
- > **P-Iris control**
- > **Remote zoom and focus**
- > **I/O ports and two-way audio**
- > **Outdoor-ready and IK10 vandal-resistance**





# AXIS P3367-VE Network Camera

Camera		AXIS Digital Autotracking Support for AXIS Camera Application Platform enabling installation of third-party applications, see <a href="http://www.axis.com/acap">www.axis.com/acap</a>
Image sensor	Progressive scan RGB CMOS 1/3.2"	<b>Event triggers</b> Analytics, edge storage events, external input
Lens	3–9 mm, F1.2 Horizontal field of view: 84°–30° Vertical field of view: 63°–22° Varifocal, Remote focus and zoom, P-Iris control, IR corrected	<b>Event actions</b> File upload: FTP, FTPS, HTTP, HTTPS, network share and email Notification: email, HTTP, HTTPS and TCP Video recording to edge storage Pre- and post-alarm video buffering External output activation, audio recording to edge storage, play audio clip Preset positions, guard tour
Day and night	Automatically removable infrared-cut filter	<b>Data streaming</b> Event data
Minimum illumination	Color: 0.2 lux, F1.2, B/W: 0.04 lux, F1.2	<b>Built-in installation aids</b> Remote zoom, remote focus, pixel counter
Shutter time	1/28000 s to 2 s	
Camera angle adjustment	Pan 360°, Tilt 160°, Rotation 340°	
Video		
Video compression	H.264 Baseline and Main Profile (MPEG-4 Part 10/AVC) Motion JPEG	<b>General</b>
Resolutions	2592x1944 (5 MP) to 160x90	<b>Casing</b> Polycarbonate transparent dome, aluminum inner camera module with encapsulated electronics IP66- and NEMA 4X-rated, IK10 impact-resistant casing with aluminum base and dehumidifying membrane Color: White NCS S 1002-B. For repainting instructions and impact on warranty, contact your Axis partner.
Frame rate	2 MP 4:3 (1600x1200) and HDTV 1080p (1920x1080) capture modes: 30 fps in all resolutions, 3 MP capture mode: 20 fps in all resolutions, 5 MP capture mode: 12 fps in all resolutions	<b>Sustainability</b> PVC free
Video streaming	Multiple, individually configurable streams in H.264 and Motion JPEG Controllable frame rate and bandwidth VBR/MBR H.264	<b>Memory</b> 512 MB RAM, 128 MB Flash
Multi-view streaming	Up to 8 individually cropped out view areas When streaming 4 view areas and 1 overview in VGA resolution, the frame rate is 12 fps per stream (5 MP capture mode) or 20 fps per stream (3 MP capture mode)	<b>Power</b> Power over Ethernet IEEE 802.3af/802.3at Type 1 Class 3 Max 12.1 W
Pan/Tilt/Zoom	Digital PTZ Preset positions, guard tour	<b>Connectors</b> RJ45 10BASE-T/100BASE-TX PoE Terminal block for 1 alarm input and 1 output, 3.5 mm mic/line in, 3.5 mm line out
Image settings	Compression, color, brightness, sharpness, contrast, white balance, exposure control, exposure zones, fine tuning of behavior at low light, text and image overlay, mirroring of images, privacy mask Rotation 0°, 90°, 180°, 270°, including Corridor Format Wide Dynamic Range – dynamic contrast	<b>Storage</b> Support for SD/SDHC/SDXC card Support for SD card encryption Support for recording to network-attached storage (NAS) For SD card and NAS recommendations see <a href="http://www.axis.com">www.axis.com</a>
Audio		<b>Operating conditions</b> –40 °C to 55 °C (–40 °F to 131 °F) Humidity 10–100% RH (condensing)
Audio streaming	Two-way audio	<b>Storage conditions</b> –40 °C to 65 °C (–40 °F to 149 °F)
Audio compression	AAC LC 8/16 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz Configurable bit rate	<b>Approvals</b> EN 55022 Class B, EN 61000-6-1, EN 61000-6-2, EN 55024, FCC Part 15 Subpart B Class B, ICES-003 Class B, VCCI Class B, RCM AS/NZS CISPR 22 Class B, KCC KN22 Class B, KN24, EN 50581, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-64, IEC 60068-2-78, EN 50121-4, IEC 62236-4, IEC/EN/UL 60950-22, IEC 62262 IK10, IEC/EN 60529 IP66, NEMA 250 Type 4X
Audio input/output	External microphone input or line input, Line output	<b>Weight</b> 1.7 kg (3.7 lb), with weather shield
Network		<b>Dimensions</b> Ø178 x 117 (Ø7 x 4 5/8 in)
Security	Password protection, IP address filtering, HTTPS <sup>a</sup> encryption, IEEE 802.1X <sup>a</sup> network access control, Digest authentication, User access log	<b>Included accessories</b> Installation Guide, Windows decoder 1-user license, Resistorx <sup>®</sup> L-key, drill hole template Connector kit, mounting bracket, smoked dome, weather shield, 5 m (16 ft) network cable with pre-mounted gasket
Supported protocols	IPv4/v6, HTTP, HTTPS <sup>a</sup> , SSL/TLS <sup>a</sup> , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP <sup>™</sup> , SNMPv1/v2c/v3 (MIB-II), DNS, DynDNS, SFTP, NTP, RTSP, RTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH	<b>Video management software</b> AXIS Companion, AXIS Camera Station, Video management software from Axis' Application Development Partners available on <a href="http://www.axis.com/support/downloads">www.axis.com/support/downloads</a>
System integration		<b>Languages</b> English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese
Application Programming Interface	Open API for software integration, including VAPIX <sup>®</sup> and AXIS Camera Application Platform, specifications at <a href="http://www.axis.com">www.axis.com</a> AXIS Video Hosting System (AVHS) with One-Click Connection ONVIF <sup>®</sup> Profile S and ONVIF <sup>®</sup> Profile G, specification at <a href="http://www.onvif.org">www.onvif.org</a>	<b>Warranty</b> Axis 3-year warranty and AXIS Extended Warranty option, see <a href="http://www.axis.com/warranty">www.axis.com/warranty</a>
Analytics	Included AXIS Video Motion Detection, active tampering alarm, audio detection Supported AXIS Cross Line Detection, AXIS Perimeter Defender	a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit ( <a href="http://www.openssl.org/">http://www.openssl.org/</a> ), and cryptographic software written by Eric Young ( <a href="mailto:ey@cryptsoft.com">ey@cryptsoft.com</a> ).
		<b>Environmental responsibility:</b> <a href="http://www.axis.com/environmental-responsibility">www.axis.com/environmental-responsibility</a>

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# **Warranty**

# **Information**

# **and Claims**

# **Process**



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An excerpt of our warranty terms is listed below. This information is also included in our standard terms and conditions listed at the end of this document.

- 6.1 (a)** Except as provided in a Work Order, all Product manufactured by SIEMENS or bearing its nameplate is warranted to be free from defects in material and workmanship arising from normal use and service for one year from the earlier of the date installed by SIEMENS or date of first beneficial use.
- (b)** Except as provided in a Work Order, labor for all Services under this Agreement is warranted to be free from defects for one year after the earlier of the date the Services are substantially completed or date of first beneficial use.
- 6.2 (a)** The limited warranties set forth above shall be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Client has, or should have, knowledge of any defect in the Work; or (iv) Product not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. SIEMENS assigns to Client, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Product and will assist Client in enforcement of such assigned warranties.
- (b)** Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect. Such limited warranty only extends to Client and not to any subsequent owner of the Work. Client's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Product, or (ii) reperformance of the defective portion of the Services, or (iii) to the extent previously paid, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Work.
- (c)** SIEMENS shall not be required to repair or replace more than the component(s) of the Work actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Work will be warranted hereunder only for the remaining portion of the original warranty period.
- 6.3** THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANYWORK PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.
- 6.4** Risk of loss of Product furnished by SIEMENS shall pass to Client upon delivery to Client's premises, and Client shall be responsible for protecting and insuring them against theft and damage. However, until SIEMENS is paid in full, SIEMENS shall retain title for security purposes only and the right to repossess the Product.
- 6.5** Client hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Client's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Client's insurance carrier, are hereby waived by Client.
- 6.6** Anything herein notwithstanding, in no event shall SIEMENS be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits, loss of use and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Work, tort, contract or strict liability, and regardless of whether either party has been advised of the possibility of such damages and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by SIEMENS from Client under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.
- 6.7** It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Client. Fees are based solely upon the value of the Work, and are unrelated to the value of Client's property or the property of others on Client's premises.

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# Deployment

# Timeline

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Each school will take approximately one to two weeks to complete once free and clear access is allowed. The work completion schedule will be discussed with the owner once notice to proceed is given to determine the availability of access to the schools. The schedule will be based on dates agreed upon by the owner and the contractor.

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# Financial

# Proposal

CCTV Systems  
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Subject: **Proposal based off of 2017 Camera System RFP released April 10, 2017**

Siemens Industry Inc. (Siemens) is pleased to submit this proposal for the Camera systems to be installed at the following schools: Livonia High School, Rosenwald Elementary, Rougon Elementary, STEM Magnet Academy of Pointe Coupee, Upper Pointe Coupee Elementary, Valverde Elementary.

Price Proposal (Using option 2)
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<b>School</b>	<b>Cost</b>
Livonia High School	\$121754.03
Rosenwald Elementary	\$98746.76
Rougon Elementary	\$92568.27
STEM Magnet Academy of Pointe Coupee	\$123336.29
Upper Pointe Coupee Elementary	\$86086.09
Valverde Elementary	90898.54
<b>Total</b>	<b>\$613,389.98</b>

SCOPE OF WORK
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The intent of this project is to install new Siemens SiVeillance VMS servers in each of the schools listed in this proposal. Video will have the ability to be recorded and viewed locally as well as remotely. Siemens will also provide a management server at a location to be determined for administration of the system. Siemens will provide the cameras as called for in the RFP and as shown in the drawings included within. Cameras will be powered via POE and will require POE switches to be either existing or provided by the owner. Siemens will provide cabling required to connect the cameras to the nearest IDF or MDF location

Connectivity between the campuses is assumed to be existing and/or provided by the owner per the RFP documents. Any additional network equipment including racks, cable management, POE switches, patch cables, fiber optic cabling, power infrastructure, etc. is not included as part of this scope of work.

Siemens, as part of this scope of work will provide cameras and mounts per camera schedules and drawings included in the RFP. Siemens will provide all VMS programming associated with the new cameras being installed as part of this project. 7. Siemens will provide the necessary cable (excluding network infrastructure and any fiber optic cable) required for this project.

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Siemens, as part of this scope of work will provide cameras and mounts per camera schedules and drawings included in the RFP. Siemens will provide all VMS programming associated with the new cameras being installed as part of this project. 7. Siemens will provide the necessary cable (excluding network infrastructure and any fiber optic cable) required for this project. Any conduit, raceways, junction boxes, terminal boxes, etc. are not included in this scope. The installation of provided cable will utilize existing wiring pathways above ceiling.

## SCOPE / OWNERSHIP MATRIX

**Base Price:** Includes all system shop drawings, submittals, parts, equipment, accessories, recorders, programming, testing, and cable.

SECURITY OWNERSHIP MATRIX	Ownership	Ownership
	Siemens	Other
<b><u>In House / Other(s)</u></b>		
Engineering / Shop Drawings / Submittals	X	
Provide all System Parts (Ship to Dock Side)	X	
Invoicing / Collections / all other admin work	X	
<b><u>Off Site Work</u></b>		
Installation project schedule?	X	X
Recorder programming	X	
Field Device(s) / Addressing programming	X	
Off Site Project Management	X	
<b><u>Installation Materials and Labor to install</u></b>		
Provide and install J-Hooks		X
Provide Conduit & Fittings		X
Provide Pull Strings		X
Pull Cable for Field Devices	X	X
Provide Cable excluding Fiber	X	X
Provide Hangers, Junction Boxes, etc.		X
Provide Cable Tray system (if needed)		X
All other non Security devices and 3rd Party Commodities		X
<b><u>On Site Labor (Rough in Boxes, Pull Strings, Mounting, etc)</u></b>		
On Site Mobilization	X	
Job Site walk through / verify site conditions	X	

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On Site Project Management	X	
On Site work in Classified / Secure Areas	X	
Mount all Control Panels, Power Supplies, etc.	X	
Mount / Terminate Camera / VMS field devices	X	
<b>Installation Labor and other labor needed</b>		
Install all 120 VAC power to recorders		X
System Check Out / Start-up / Service	X	
Punch List	X	
Repair / Replacement (Parts & Labor)	X	
Commissioning / Procedures	X	
Owner Training per specs	X	
As built Drawings and Close Out Documents per specs	X	
Final Completion	X	
Warranty Parts and Labor	X	
<b>Other Scope of Work (if needed)</b>		
Daily / Weekly job-site cleanup cost		X
Any racks needed to mount equipment in data closets		X
Telephone System connection if required		X
Any Manlifts or Special Equipment		X

**ACCESS CONTROL & CCTV / VMS - ITEMIZATION OF MATERIAL**

<u>School</u>	<u>Location</u>	<u>Indoor Cams</u>	<u>Outdoor Cams</u>	<u>Total</u>
Livonia High School	3118 Hwy 78 Livonia, LA 70755	10	35	45
Rosenwald Elementary	1100 New Roads Street New Roads, LA 70760	11	24	35
Rougon Elementary	13258 Hwy 416 Rougon, LA 70773	17	14	31
STEM Magnet Academy of Pointe Coupee	8434 Pointe Coupee Road Morganza, LA 70759	30	17	47
Upper Pointe Coupee Elementary	4739 Hwy 419 W Batchelor, LA 70715	17	12	29
Valverde Elementary	1653 Valverde Road Maringouin, LA 70757	5	26	31

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All equipment and materials included in this proposal is based strictly upon the RFP documents prepared by the Owner. No assumptions have been made with regard to the intent, purpose, or completeness of the design of this or any other systems. Any modifications needed to the design concept found in the bid document used as the basis of the bid may be subject to additional costs if required.

- It is our understanding that the owner will provide accurate AutoCAD background drawings. These files shall be provided to Siemens including but not limited to accurate room names, numbers the room occupancy, intended usage of the space. (BIM modeling format as well). BIM modeling is not included in this proposal
- We anticipate that Siemens will have free and easy access to the project work site based on an agreed-upon schedule and that Siemens will have that required "building" support(s) needed to mount (hang) all field and panel devices

<b>GENERAL CONDITIONS</b>
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**Included:**

1. Freight (F.O.B.) Job Site.
2. Use Tax.
3. One (1) year warranty on system components, material, and installation from date of acceptance or beneficial use.
4. Shop drawings and submittal preparation of the security system as required by the specifications and as shown on the bid documents.
5. Cable for this system.
6. Cable installation.
7. Field devices.
8. System termination and programming of all related components provided herein.
9. Testing and certification of this system.
10. End-user training for the operation of this system per specifications.
11. Close out documents including as-built drawings of this system, and as required by the bid documents and written specifications.

**Exclusions:**

1. Sales Tax.
2. Cost associated with job site property insurance including builders risk coverage and/or deductions for owner or contractor controlled insurance program(s).
3. Connection to third party equipment (elevator controllers, fire alarm systems, etc.).
4. 120 VAC primary power.
5. Man lifts or scaffolding (to be provided by others).
6. Onsite QC/QA Manager.
7. Extra allowances for any additional scope.
8. Fire Stop, Patching or Painting.



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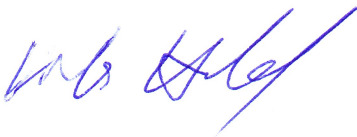
9. Any other equipment and/or specialty enclosures (weather-proof or Class 1 Div 2 rating, weather proof gasket kits, termination boxes, etc.) that may be required for any field device not listed herein, any additional scope of work or services not specifically listed herein.

<b>PROJECT STIPULATIONS</b>
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1. Net 30 days from date of invoice.
2. 33% restocking charge shall apply to items returned / revised after delivery.
3. Invoicing on monthly / progress basis for material received and /or labor performed based on percentage of project completion. Payment shall cover material stored on or off site.
4. Siemens agrees to no back charges without adequate written notice, ample time to rectify any associated condition, and prior acceptance and agreement of Siemens.
5. Siemens proposed bid is conditioned upon use of AIA Subcontract form A401 or other similar subcontract form acceptable to Siemens. The proposal herein is intended to be included as part of any proposed subcontract agreement. Subcontracts may be subject to acceptance and approval by Siemens insurance underwriter(s).
6. Price is Valid for 30 days and is pending AHJ Approval.
7. The Terms and Conditions of Sale (to follow this section) supersede any stipulations listed above.

We would like to thank you for allowing Siemens to submit this proposal. Should you have any question are need additional information please do not hesitate to call.

Best regards,



Michael Holman  
SES Account Manager  
Siemens Industry, Inc.  
150 Teal Street, Suite 100  
St Rose, LA 70087  
Cell: 504-201-2953  
E-mail: [michael.holman@siemens.com](mailto:michael.holman@siemens.com)

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## TERMS AND CONDITIONS

### Article 1: General

1.1 (a) The Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment, materials, parts, supplies and software (collectively "Product") to be provided by SIEMENS as described in each Work Order (such Services and Product collectively referred to as \_Work\_) and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Work.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of SIEMENS and representative of Client. SIEMENS' and Client's performance under this Agreement is expressly conditioned on the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Client relating to the Work.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is being provided to Client. The parties waive any right to a jury trial on matters arising out of this Agreement.

### Article 2: Work by SIEMENS

2.1 SIEMENS will perform the Work expressly described in a Work Order (including any change orders thereto mutually agreed upon in writing) issued under this Agreement and signed by both parties. The Work shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by reputable companies performing the same or similar Work in the same locale acting under similar circumstances and conditions.

2.2 SIEMENS shall perform the Work during its local, normal working hours, unless otherwise agreed in a Work Order.

2.3 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any Product beyond the scope set forth in a Work Order. Any Client request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

2.4 All reports and drawings specifically prepared for and deliverable to Client pursuant to a Work Order (\_Deliverables\_) shall become Client's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work (\_Instruments\_) and shall remain SIEMENS' property. Siemens conveys no license to software unless otherwise expressly provided in the Work Order. To the extent specified in the Work Order, Client, its employees and agents (\_Permitted Users\_) shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be subject to this Agreement and limited to the particular project and location for which the Instruments were provided. All Deliverables and Instruments provided to Client are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Client shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Client shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising there from.

2.5 Client acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing other contracts. Client acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

2.6 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Client or their work or to provide the means,

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methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Client or to others. SIEMENS shall not be liable for the failure of Client's employees, contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures.

**Article 3: Responsibilities of Client**

3.1 Client, without cost to SIEMENS, shall:

- (a) Designate a contact person with authority to make decisions for Client regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Client's site will be deemed authorized by Client, and SIEMENS will, in its reasonable discretion, act accordingly;
  - (b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;
  - (c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Work;
  - (d) Furnish SIEMENS with all available information pertinent to the Work;
  - (e) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those SIEMENS has expressly agreed in writing to obtain;
  - (f) Maintain the Work site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
  - (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;
  - (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials located at the site which may impact the Work;
  - (i) Furnish to SIEMENS any contingency plans related to the site; and
  - (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power for the Work; telephone lines, capacity and connectivity as required by the Work; and heat, light, air conditioning and other utilities for the Work.
- 3.2 Client acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.
- 3.3 Client acknowledges that it is now and shall at all times remain in control of the Work site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health, safety or security programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Client's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.
- 3.4 Except as expressly stated in a Work Order, Client is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Work.

**Article 4: Compensation**

- 4.1 SIEMENS shall be compensated for the Work as expressly stated in a Work Order, or if not expressly stated, then at its prevailing rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in performance of the Work.
- 4.2 SIEMENS shall invoice Client as provided in this Agreement (including any modifications in a Work Order), or if not expressly provided, then on a monthly or other progress billing basis. Invoices are due and payable within 25 calendar days of receipt by Client or as otherwise set forth in a Work Order. If any payment is not received when due, SIEMENS may deem Client to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice, and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. Any amount not paid within ten (10) days of the date due shall accrue interest from the date due, until paid, at the rate of twelve percent (12%) per annum. Client shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event Client disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.
- 4.3 Except to the extent expressly agreed in a Work Order, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Client shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Client claims a tax

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exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

**Article 5. Changes; Delays; Excused Performance**

5.1 As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which requires SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Client and an equitable adjustment will be made to the compensation and time for performance. In the event conditions or circumstances require Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

5.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Client or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

**Article 6: Warranty, Allocation of Risk**

6.1 (a) Except as provided in a Work Order, all Product manufactured by SIEMENS or bearing its nameplate is warranted to be free from defects in material and workmanship arising from normal use and service for one year from the earlier of the date installed by SIEMENS or date of first beneficial use.

(b) Except as provided in a Work Order, labor for all Services under this Agreement is warranted to be free from defects for one year after the earlier of the date the Services are substantially completed or date of first beneficial use.

6.2 (a) The limited warranties set forth above shall be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Client has, or should have, knowledge of any defect in the Work; or (iv) Product not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. SIEMENS assigns to Client, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Product and will assist Client in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect. Such limited warranty only extends to Client and not to any subsequent owner of the Work. Client's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Product, or (ii) reperformance of the defective portion of the Services, or (iii) to the extent previously paid, the issuance of a credit or refund for the original purchase price of such defective component or portion of the Work.

(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Work actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such item. Repaired or replaced Work will be warranted hereunder only for the remaining portion of the original warranty period.

6.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANYWORK PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

6.4 Risk of loss of Product furnished by SIEMENS shall pass to Client upon delivery to Client's premises, and Client shall be responsible for protecting and insuring them against theft and damage. However, until SIEMENS is paid in full, SIEMENS shall retain title for security purposes only and the right to repossess the Product.

6.5 Client hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Client's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Client's insurance carrier, are hereby waived by Client.

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6.6 Anything herein notwithstanding, in no event shall SIEMENS be responsible under this Agreement for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits, loss of use and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Work, tort, contract or strict liability, and regardless of whether either party has been advised of the possibility of such damages and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by SIEMENS from Client under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.7 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Client. Fees are based solely upon the value of the Work, and are unrelated to the value of Client's property or the property of others on Client's premises.

#### Article 7: Hazardous Materials Provisions

7.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Client represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated there under, and other applicable federal, state or local law ("Hazardous Materials"), present at Client's Sites where the Work is performed. SIEMENS will notify Client immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Client's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in the Work Order whose terms must be agreed upon by SIEMENS before its obligations hereunder will continue.

7.2 Client shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Client is responsible for the proper disposal of all Hazardous Materials and Oil, including but not limited to ionization smoke detectors, ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, or refrigerants, that at any time are present at the Work site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if an appropriate change order has been entered into pursuant to this Article, SIEMENS shall continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete the Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Client shall sign any required waste manifests in conformance with all government regulations, listing Client as the generator of the waste.

7.3 Client warrants that, prior to the execution of a Work Order, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Client's best knowledge are present, potentially present or likely to become present at the Work site and shall provide a copy of any Work site safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, MSDSs or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

7.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Client shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Client's breach of, or failure to perform its obligations under this Article.

#### Article 8: Import / Export Indemnity

8.1 Client acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Client agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CLIENT AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

#### Article 9: (Siemens Sygnal)



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The following sections shall apply to Mass Notification Services:

#### 9.1 CLIENT OBLIGATIONS

**Contact List.** Client shall be responsible for providing a list containing contact information for Client's employees, agents, authorized representatives, or other individuals to be used by Siemens and its Service Providers in connection with the provision of Siemens Sygnal (the "Contact List"), and Client agrees that it shall make all reasonable efforts to ensure that the Contact List contains accurate and complete information, and that the Contact List is updated and maintained on a timely basis (including without limitation conflicts with the National Do Not Call Registry, or similar registry, if any).

**(A) Client Content/Ownership.** All Client Content is the property of Client. \_Client Content\_ consists of the Contact List and/or any messages, communications, information, data, text, sound, sender or recipient information sent via Siemens Sygnal and any other Client materials. Client is solely responsible for the content of all messages sent from Client's account, and for the accuracy, integrity, completeness, and appropriateness (including offensiveness, indecency, or objectionable nature) of Client Content. Client acknowledges that Siemens Sygnal is simply a passive conduit for the distribution and transmission of Client Content. Under no circumstances shall Siemens or any Service Provider be liable in any way for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Content, or for any loss or damage of any kind incurred as a result of the use of any Client Content sent, accessed, posted, or otherwise transmitted via Siemens Sygnal.

**(B) Permission to Use Client Content.** Client hereby grants Siemens and its Service Providers the right to use Client Content in connection with Siemens Sygnal, specifically, to communicate with and coordinate individuals on the Contact List and/or to assist with managing the flow of information before, during and after an expected or unexpected situation.

**(C) Unauthorized Use of Siemens Sygnal.** Client shall promptly inform Siemens of any actual or potential unauthorized access to, or use of, Siemens Sygnal of which Client has knowledge.

**(D) Unlawful or Prohibited Conduct.** Client agrees and warrants that it shall only use Siemens Sygnal pursuant to these Terms and Conditions and shall not knowingly use Siemens Sygnal in connection with any unlawful or prohibited activity and/or in connection with Client's transmission or other association with spam or other unsolicited messaging activities. Such activities can cause harm to Siemens (and its customer base) by damaging the brand name and reputation of Siemens, its customers, and Service Providers. Any such unlawful or prohibited use of Siemens Sygnal shall entitle Siemens to suspend and/or terminate this Client Agreement. As used herein the term \_Service Provider(s)\_ refers to telecommunications carriers and any other third party providers that Siemens uses for the delivery of Siemens Sygnal to its subscribers.

**(E) Third Party Factors and Scope of Control.** Client acknowledges that Siemens provision of Siemens Sygnal is dependent on the facilities, networks, connectivity, or any acts and/or omissions of Service Providers (\_Third Party Factors\_). Client acknowledges that the performance of Siemens Sygnal may be affected by such Third Party Factors. \_Scope of Control\_ is defined as those areas of functionality and technology, including hardware and software used in the provision of Siemens Sygnal that are under the direct control of a party (excluding Third Party Factors). SIEMENS AND SERVICE PROVIDERS will have no liability for any reduction, interruption, termination or suspension of SIEMENS SYGNAL related to any issues outside such party's Scope of Control (including but not limited to Third Party Factors).

**(F) Proprietary Rights.** Siemens Sygnal and any related software or technology, and all intellectual property rights therein and thereto, is owned by Siemens, its licensors or Service Providers, and Client so acknowledges. Client shall not modify, reverse engineer, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer, or sell any part of Siemens Sygnal. Client agrees not to display or use Siemens trademarks, services marks, logos, or other intellectual property of Siemens without the prior written permission of Siemens.

**(G) Security and Privacy.** To prevent unauthorized access, maintain data accuracy, and safeguard the use of information, Siemens has put in place reasonable physical and electronic procedures to protect the information Siemens maintains in order to support Siemens Sygnal and Client acknowledges that such procedures are adequate. Client acknowledges that the portion of the locations (of Siemens or its Service Providers) through which content shall pass and the servers on which content shall be stored may not be segregated or in a separate physical location from servers on which Siemens's (or its Service Providers') other customer content is or shall be transmitted or stored. Siemens data framework fully conforms to the European Union Safe Harbor guidelines.

**(H) Export Restrictions; Compliance with Laws.** Client acknowledges that it may be subject to export control laws that may regulate the export and re-export of technology, including the electronic transmission of information to foreign countries and to certain foreign nationals. Client agrees to abide by these laws and their regulations, and not to use Siemens Sygnal in a method that violates such laws. Siemens may refuse to provide Siemens Sygnal if Siemens determines that the provision of Siemens Sygnal shall violate any laws.

**(I) Taxes.** Client acknowledges and agrees that it shall be responsible for the payment of all taxes, duties, levies, and other similar charges (and any related interest and penalties) (collectively, \_taxes\_), however designated, levied or imposed by any governmental authority by reason of the sale, performance, license or use of any of the services, equipment or other goods or products covered by this Client Agreement or as a result or arising out of the existence or operation of this Client Agreement, including without limitation any goods and services tax.

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(J) Text Messages. Under no circumstances shall Siemens be liable to Client, to any individual on the Contact List, or to any other person for any charges that arise from a Client's or an individual person's receipt of a text message.

## 9.2 SIEMENS PRACTICES

(A) Change in Siemens Sygnal. Client acknowledges, as applicable, that either (1) Siemens Product is a fully hosted application; or (2) Siemens is part of a combined system that includes a fully hosted application, and as such, regularly upgrades and modifies Siemens Sygnal. Siemens shall notify Client of any change that materially reduces the overall quality, usability and functionality of Siemens Sygnal.

(B) Suspension or Discontinuation of Siemens Sygnal. In the event that Siemens believes that Client is abusing Siemens Sygnal, Siemens shall notify the Client of the abuse in writing and shall have the right to immediately suspend Siemens Sygnal. If such abuse is not remedied or corrected within thirty (30) days, Siemens shall have the right to terminate Siemens Sygnal.

(C) Confidentiality of Client Content. Siemens shall not willfully or negligently disclose, modify, copy, display, distribute, transfer, provide access to, or sell Client Content to any third party, other than to government and law enforcement officials when required by law (e.g., in compliance with a subpoena or court order) and to Service Providers in order to provide Siemens Sygnal. Siemens shall notify Client as soon as practicable upon receipt of a subpoena or court or governmental order requiring Siemens to disclose confidential Client Content with the intention of providing Client with the opportunity to oppose the disclosure. Siemens shall never sell, lease, barter or share any identifiable information (names, addresses, and contact device identifiers) from any account and safeguards the privacy of each and every Client. Siemens shall preclude the use or knowing disclosure of the Client Content within Siemens own organization or its Service Providers, except as necessary to perform Siemens Sygnal.

## 9.3 REPRESENTATIONS; DISCLAIMER; LIMITATIONS OF LIABILITY; INDEMNITY

(A) Mutual Representations and Warranties. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Client Agreement, to grant the rights granted hereunder and to fully perform under this Client Agreement; (ii) the execution of this Client Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Client Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(B) Client Representations and Warranties: Client represents and warrants that: (i) it will not make any unauthorized representation or warranty relating to Siemens Sygnal to any user that accesses Siemens Sygnal through Client or to any third party; (ii) it shall abide by all applicable local, state, national and international laws, treaties, rules and regulations, including those related to data privacy, international communications and the transmission of technical or personal data (collectively, Laws), and the terms and conditions of its privacy policy in connection with its use of Siemens Sygnal and its collection of data in the Contact List; (iii) it has the right and authority to provide to Siemens and its Service Providers all of the individual information that appears in the Contact List and to authorize Siemens and its Service Providers to use such information in connection with Siemens provision of Siemens Sygnal; and (iv) it shall abide by the use restrictions with respect to Siemens Sygnal set forth in this Client Agreement.

(C) Representations and Warranties: Siemens represents and warrants that: (i) Siemens Sygnal will conform in all material respects to Siemens published user documentation; (ii) all support, training, and other services to be performed hereunder in connection with Siemens provision of Siemens Sygnal shall be performed in a professional manner consistent with industry standards; (iii) it has put in place commercially reasonable physical and electronic procedures to protect Client privacy; and (iv) it shall abide by all applicable Laws and the terms and conditions of its privacy policy in connection with its provision of Siemens Sygnal, including those related to data privacy, international communications and the transmission of technical or personal data.

(D) Disclaimer. EXCEPT AS OTHERWISE PROVIDED HEREIN, SIEMENS SYGNAL IS PROVIDED "AS IS." EXCEPT AS OTHERWISE PROVIDED HEREIN, SIEMENS DOES NOT MAKE ON BEHALF OF ITSELF OR ITS SERVICE PROVIDERS ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS, CONDITIONS, OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE ARISING FROM COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDING SIEMENS SYGNAL OR ANY OTHER MATTER PERTAINING TO THIS CLIENT AGREEMENT.

(E) Indemnification. Client agrees to indemnify, defend, and hold harmless Siemens, the Service Providers, and each of its and their officers, directors, owners, employees, agents, or vendors, from and against all third party actions, suits, losses, liabilities, claims, expenses, damages, and costs of every kind and description including reasonable legal fees (collectively, Losses) arising out of or in connection with (i) a breach of this Client Agreement by Client, (ii) Client's use of Siemens Sygnal (except to the extent of Siemens indemnification obligations below), and (iii) a claim that the Client Content, or any use of such content by Siemens or a Service Provider in connection with the performance of Siemens Sygnal, violates a third party's intellectual property, proprietary, or other rights, including, without limitation, the right of publicity and



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the right of privacy. Siemens agrees to indemnify, defend, and hold harmless Client, its officers, directors, owners, employees, and agents from all Losses arising out of or in connection with (i) a breach of any of its representations or warranties set forth in this Client Agreement by Siemens; or (ii) a claim that Siemens Sygnal violates a third-party's U.S. intellectual property rights, except that Siemens will have no liability for any infringement claim if caused in whole or in part by: (a) Client's use of Siemens Sygnal other than in accordance with applicable documentation or instructions provided or approved by Siemens; (b) Client's unauthorized modification of Siemens Sygnal or any part thereof; (c) Client's use or combination of Siemens Sygnal with software, hardware, system, data, or other materials not supplied by Siemens; (d) information supplied by Client (including Client Content) to Siemens that is used in or with Siemens Sygnal; or (e) Client's continued use of Siemens Sygnal after Client was notified of actual or potential infringement from Client's use of Siemens Sygnal.

(F) Consequential Damages Exclusion; Direct Damages Limitation. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR SERVICE PROVIDERS LIABLE TO CLIENT) OR ANY OTHER PERSON FOR ANY LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF SIEMENS, ITS AFFILIATES, SERVICE PROVIDERS, AND ITS AND THEIR DIRECTORS, OFFICERS, AND EMPLOYEES FOR ANY DAMAGES INCURRED BY CLIENT EXCEED THE FEES ACTUALLY PAID BY CLIENT UNDER THIS CLIENT AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE, REGARDLESS OF THE FORM OF ACTION.

#### 9.4 TERM, RENEWAL, AND TERMINATION

(A) Term; Renewal. This Client Agreement shall begin on the Service Start Date and Terminate on the Service End Date as set forth on the cover page of this Client Agreement.

(B) Termination on Breach. Notwithstanding the above clause, in the event that either party to this Client Agreement breaches or fails to perform hereunder, the other party may immediately terminate this Client Agreement if such breach or failure is not cured within thirty (30) days after delivery of written notice thereof to the party in default.

(C) Termination on Insolvency. Notwithstanding the foregoing cure right, either party may immediately terminate this Client Agreement, upon thirty (30) days written notice, if the other party becomes insolvent, files a petition of bankruptcy, makes an assignment for the benefit of its creditors, or becomes the subject of proceedings under any law relating to bankruptcy or the relief of debtors.

#### 9.5 IN GENERAL

(A) Assignment. Client shall not assign any of the rights and obligations hereunder without prior written approval of Siemens, except to a corporate affiliate, or successor of all or substantially all of Client's business. Such approval shall not be unreasonably withheld or delayed.

(B) Force Majeure. Except for obligations to make payments hereunder, neither party shall be responsible for delays or failures of performance resulting from unforeseeable acts beyond the reasonable control of such party.

(C) Governing Law and Jurisdiction. This Client Agreement shall be governed by the laws of the State of [Illinois] without reference to conflict of laws principles, if any. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Client Agreement shall be filed within one (1) year after such claim or cause of action arose or be forever barred.

(D) Survival. Disclaimers of warranties, limitations of liability, indemnification obligations, this Section, the rights and obligations to make payments due and owing, and the applicable terms of the Client Agreement that by their nature are intended to survive shall survive termination of this Client Agreement for any reason.

(E) Independent Contractor. Siemens relationship with Client shall be that of an independent contractor, and nothing in this Client Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship.

(F) Third Party Beneficiary. Other than with respect to the disclaimers and limitations of liability and indemnification rights, under no circumstances shall any other person, whether a member of the Contact List, any of Client's affiliates or customers, or any other person or third parties, be considered a third party beneficiary of this Client Agreement or otherwise be entitled to any rights or remedies under this Client Agreement.

(G) Severability. If any term or provision of this Client Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Client Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

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(H) Notice. With the exception of payment notices, all notices given pursuant hereto shall be in writing, delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) or overnight courier and addressed to the party's address as set forth on the cover page of this Client Agreement or to such other address as either party may from time to time designate by written notice. Any such notice shall be deemed to be given as of the date it is delivered.