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CERN  
Attn. Mr. Thierry Lagrange  
Head of Procurement & Industrial Services  
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1211 Genève

cc: Mr. Wayne Salter

Feldbrunnen, 15<sup>th</sup> June 2007

## ***New agreement***

Dear Thierry

Thank you very much for the remarks concerning our proposal. We worked them in this final version.

## **Concept of a cooperation between CERN and ETM regarding PVSS II**

### ***1. In General***

This proposal shall regulate the cooperation between CERN and ETM professional control GmbH in a manageable and easy manner.

It shall amend the Article 2 and 3 of the existing contract X089/IT dated 2.11.2000 and its amendment No1 dated 10.06.2002 in the relevant sections.

### ***2. Validity period***

This amendment shall be effective from 1 June 2007 to 31 May 2012. No amendment to this Contract shall be valid or binding upon the parties unless such amendment is in writing, signed by duly authorized representatives of the parties and expressly stated to be an amendment to this Contract.

Both parties will go in contact as early as possible to coordinate the situation after the end of the contract.

### 3. New Licences

To simplify the licensing process and the administration we figured out different typical configurations.

#### Systems:

**Micro Project:** Server for max. 1'500 IOs, 3 Clients, Para, RDB-Manager, all standard drivers

**Small Project:** Server for max. 8'000 IOs, 5 Clients, Para, RDB-Manager, all standard drivers

**Medium Project:** Two Servers for total 40'000 IOs, 10 Clients, 2 Distribution Managers, Para, RDB-Manager, all standard drivers

**Large Project:** 3 to 10 Servers unlimited number of IOs, 15 Clients, 3 to 10 Distribution Managers, Para, RDB-Manager, all standard drivers

**Extra Large Project:** on quote

Function	Micro Project	Small Project	Medium Project	Large Project	Extra Large Project
Package	CHF 2'500.00	CHF 7'900.00	CHF 25'300.00	CHF 61'000.00	On quote "list -60%"
Replacement Package of an existing SCADA system other than PVSS II	CHF 2'500.00	CHF 6'330.00	CHF 21'040.00	CHF 52'300.00	On quote "list -65%"
Maintenance p.a.	CHF 600.00	CHF 1'518.00	CHF 4'040.00	CHF 11'640.00	12% of "list price -60%"

All these are CERN net prices.

#### Options:

**Additional User interface:** Additional User interface

**JAVA User interface:** Additional Java User interface. The functionality and the performance of the JAVA User interface compared with the Windows User interface are limited.

**Redundancy Manager:** Option to create redundant server configurations (needs two equivalent servers). Number of redundancy managers is calculated by number of redundant server pairs per package.

**Add-Ons:** Package of the options PVSS II Report for 1 User interface, PVSS II CommCenter for 250 alerts and PVSS II Web server for 5 clients.

Function	Micro Project	Small Project	Medium Project	Large Project	Extra Large Project
Additional Client floating	---	CHF 3'000.00	CHF 3'000.00	CHF 3'000.00	CHF 3'000.00
Java User interface	---	CHF 2'560.00	CHF 2'560.00	CHF 2'560.00	CHF 2'560.00
Redundancy Manager	---	CHF 2'520.00	CHF 7'440.00	CHF 7'440.00	CHF 7'440.00
Add-On's all-inclusive	---	CHF 3'100.00	CHF 3'100.00	CHF 3'100.00	CHF 3'100.00

All these are CERN net prices.

Example: a redundant "medium" system consists of:

- 2 packages "Medium"
- 1 redundancy manager "Medium"

#### **4. Discount**

ETM grants a discount of 60% on all other prices based on the actual price list except for services, travel expenses, accommodation etc.

#### **5. Maintenance of new SCADA Licences**

The annual maintenance fee for new licences (starting 1.06.2007) shall be charged at 12% of the list prices discounted by 60%. This fee is in addition of the annual maintenance fee for the existing licences. The fee includes updates and telephone support in a reasonable quantity.

An annually revolving bank guarantee will be issued by ETM acc. par. 4.1.3 of amendment no. 1 for a total amount of CHF 78'293.00 + CHF 61'200.00 = CHF 139'493.00.

#### **6. Maintenance of the existing SCADA Licences**

The fixed cost of maintenance per year for the existing licences is 12% of the obtained licences, i.e.:

<b>6.1</b>	<b>Based on the contract X089/IT (1<sup>st</sup> February 2007 – 31<sup>st</sup> January 2012)</b>	<b>CHF 78'293.00 / year</b>
<b>6.2</b>	<b>Based on the contract X089/IT Amendment N°1 (1<sup>st</sup> June 2007 – 31<sup>st</sup> May 2012)</b>	<b>CHF 61'200.00 / year</b>

#### **7. Consultancy and On-site Support**

The total net and firm price for Consultancy and On-site Support on a daily basis shall be:

**CHF 1'696.00**

Travelling and subsistence costs are excluded from the above mentioned daily price. They will be invoiced separately.

#### **8. Training**

The total net and firm price for one training at CERN site for 9 people lasting 3 days shall be:

**CHF 5'089.00**

Courses in excess of 3 days shall be charged on a pro rata basis.

### **9. Price revision for the licences, the maintenance, the trainings, Consultancy and On-site Support**

The prices and coefficients quoted in this amendment are subject to revision once a year (first time 1<sup>st</sup> June 2008) by applying the formula defined below. Once revised, the prices shall be firm for a period of not less than twelve months.

$$P = P_0 (0.2 + 0.8S/S_0)$$

Wherein:

P	=	Revised price
P <sub>0</sub>	=	Price quoted above in this contract
S <sub>0</sub>	=	To the index for year 2006 of the labour cost for "informatique" of the "indice des salaires nominaux" as published by the Office Federal de la Statistique Suisse
S	=	Same index valid for the year preceding the year of renewal

### **10. Licensing**

All the software licences for PVSS II (including runtime server, installation- and user manual) will be created by ETM. As a matter of principle the licences will be delivered machine oriented. Transfer of Licenses to new machines are included in the maintenance agreement.

### **11. Principles**

- All the prices are in CHF, excl. VAT.
- There is neither software other than PVSS II nor hardware included.
- Travelling and subsistence costs are not included.
- Delivery: on arrangement.
- Invoice: 100% after delivery for license packages.
- Maintenance: 100% in advance p.a.
- Payment: 30 days after invoicing.

We hope this amendment meets your expectations and remain

ETM professional control GmbH



Rolf Studer



Peter Grobmüller