

**Addendum to the Siemens Advantage Services Agreement**

This ADDENDUM is to the terms and conditions (numerical paragraph 4.2) of the Advantage Services Agreement dated contemporaneously to this Addendum and is by and between **Lexington-Fayette Urban County Government** ("Customer"), located in Lexington, Kentucky, and **Siemens Industry, Inc.** ("Siemens"), located in Louisville, Kentucky. Upon the parties signing this Addendum, the additional/modified terms listed below will apply.

1. Paragraph 1.2: Reference to "Illinois" is hereby modified to read "Kentucky".
2. Paragraph 3.8: the portion of the last sentence of the paragraph reading, "and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom" is hereby deleted.
3. Paragraph 4.2 is hereby deleted.
4. Paragraph 5.3: the fourth and fifth sentences (beginning "In the event that any payment...") of the paragraph are hereby deleted.
5. Paragraph 7.2 is hereby deleted.
6. Paragraph 7.3 is hereby deleted.
7. Paragraph 7.5 is hereby modified to read as follows: "SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder."
8. Paragraph 9.4 is hereby deleted.
9. Paragraph 10.1: In the last sentence of the paragraph, "by customer" is hereby inserted after the term "non-compliance".

Except as expressly modified hereby, all other terms and conditions of the Agreement shall remain unchanged.

**CUSTOMER:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Position (Print)

**SIEMENS**

*Samuel J Sease* 4/21/14  
\_\_\_\_\_  
Signature Date

*Samuel J Sease*  
\_\_\_\_\_  
Name (Print)

*Branch Manager*  
\_\_\_\_\_  
Position (Print)