FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

SOLE SOURCE CERTIFICATION

#217571

Requisition Number: ____________  Bid # ______________

In accordance with authority granted under Florida A & M University Regulation 6.005(10) (b), the following documentation is submitted in support of a request to purchase the item(s) listed below that are only available from one vendor.

Vendor: [Vendor Name]

Account Number: [Account Number]  Cost $ [Cost]

Item(s): [Item Descriptions]

Justification: (Describe efforts made, vendors contacted, prices quoted, specifications required, availability, compatibility, decision/reason for selection). See attached for justification.

To ensure top performance, reliability, and duration of equipment, Vertiv is the only authorized service provider for the Liebert Power Product Line.

[Signature]

Date

I, the undersigned, certify the above to be true and correct to the best of my knowledge and belief.

Director of Procurement Services

[Signature]  Date

[Title]

I, the undersigned designee of the Florida A & M University Purchasing Office, as delegated in Regulation 6.005(10) (b), (or a designee delegated the authority as described in, hereby concur [x] do not concur [ ] with the above justification and recommend [x] do not recommend [ ] the procurement of the above as a sole source. If applicable, the reason(s) for disapproval are:

Mattie Hood

[Signature]  Date

[Title]

I, the undersigned designee, acting for and on behalf of the University President pursuant to the delegation authority approve [ ], disapprove [ ] the procurement of the above as a sole source. If applicable, the reason(s) for disapproval are:

W. Rebecca Brown

[Signature]  Date

[Title]

POSTED FROM 10.26.21  5:00 pm DATE  TO  10.29.21  5:00 pm DATE

TIME

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN REGULATION 6.005(9) (K), SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROCEEDINGS.

Revised 08-12 sf
Proposal for Service
Conditioned Air & Power / Vertiv Corporation

Oct. 6, 2021
Florida A&M University
Tallahassee, FL 32307
Dear Benjamin,

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at 904-642-3369. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

EUGENE RUDY

11243-7 St. Johns Industrial Pkwy. S.
Jacksonville, FL 32246

PHONE 904-642-3369
FAX (904) 645-0355
EMAIL Erudy@condap.com

Order Q03265642
# Conditioned Air & Power

## Liebert UPS / Power / Battery Services:
- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over $10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry’s most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE’s from harm and protect you, our customers from liability. We care about your safety.

## Standard Maintenance Contracts:
### Site #: 121424, FAMU – Data Center

<table>
<thead>
<tr>
<th>Tag #</th>
<th>Description</th>
<th>Model #</th>
<th>Annual PM Qty</th>
<th>Coverage Type (Coverage Dates)</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1482638</td>
<td>NX 40-80</td>
<td>38SB081A0A00</td>
<td>2</td>
<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
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<tr>
<td>1482639</td>
<td>SEALED BATTERY 38BP080XMX1BNS</td>
<td>2</td>
<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
<td>$1,110.85</td>
<td></td>
</tr>
<tr>
<td>1482640</td>
<td>SEALED BATTERY 38BP080XMX1BNS</td>
<td>2</td>
<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
<td>$1,110.85</td>
<td></td>
</tr>
<tr>
<td>1482641</td>
<td>SEALED BATTERY 38BP080XMX1BNS</td>
<td>2</td>
<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
<td>$1,110.85</td>
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<tr>
<td>1482642</td>
<td>FPC 75-125</td>
<td>FPA13C812B6958</td>
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<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
<td>$1,392.95</td>
</tr>
</tbody>
</table>

**Item Sub Total Price: USD $10,341.50**

### Site #: 160113, FAMU – Network Operations Center

<table>
<thead>
<tr>
<th>Tag #</th>
<th>Description</th>
<th>Model #</th>
<th>Annual PM Qty</th>
<th>Coverage Type (Coverage Dates)</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1813134</td>
<td>EXM10-200PERIPH 47MBG33CC0R1126</td>
<td>1</td>
<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
<td>$429.65</td>
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</tr>
<tr>
<td>1813135</td>
<td>EXM 208V 60</td>
<td>47SA060GAC00529</td>
<td>2</td>
<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
<td>$4,511.00</td>
</tr>
<tr>
<td>1813136</td>
<td>SEALED BATTERY 47BPGTA71L10098</td>
<td>2</td>
<td>PREFERRED (7/1/2021) - (6/30/2022)</td>
<td>$3,266.25</td>
<td></td>
</tr>
</tbody>
</table>

**Item Sub Total Price: USD $8,206.90**

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Total price not including tax: USD $18,548.40
any tax required must be included in customer purchase order
Payment Terms: Net 30 Days
SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS
EXM UPS ONLY
PREFERRED SERVICE - 2 PM

SERVICE SUMMARY

<table>
<thead>
<tr>
<th>Feature</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Service</td>
<td>Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services on Vertiv UPS and Vertiv internal batteries scheduled by the customer at the customer’s convenience (excluding national holidays).</td>
</tr>
<tr>
<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services’ Service City.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
</tr>
<tr>
<td>Parts</td>
<td>Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).</td>
</tr>
<tr>
<td>Internal Battery Coverage</td>
<td>Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).</td>
</tr>
<tr>
<td>Labor &amp; Travel</td>
<td>Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.</td>
</tr>
<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.</td>
</tr>
<tr>
<td>Battery Recycling</td>
<td>Includes battery recycling as required, with documentation meeting EPA requirements.</td>
</tr>
</tbody>
</table>

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service
1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Record all voltage and current meter readings on the display.

Annual Service (includes the above, plus)
1. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
2. With customer approval, perform operational test of the system including unit transfer and battery discharge.
3. Calibrate and record all electronics to system specifications.
4. Check or perform Engineering Field Change Notices (FCN) as necessary.
5. Record phase-to-phase input voltage and currents.
6. Review system performance with customer to address any questions and to schedule any repairs.

**Internal Battery Full Preventive Maintenance Service (applicable to EXM models with internal batteries only)**

**Semi-Annual Service**
1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
7. Measure and record ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

**Annual Service (includes the above, plus)**
1. Re-tighten all battery connections to the battery manufacturer’s specifications, offline only.

**Corrective Maintenance Performed as Required**
1. Refurbish cell connections as deemed necessary by the detailed inspection report.

**ASSUMPTIONS AND CLARIFICATIONS**

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

**CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
Conditioned Air & Power

- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

**TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
SCAPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS
PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET
PREFERRED SERVICE - 1 PM

SERVICE SUMMARY

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<tr>
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</tr>
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<tbody>
<tr>
<td>On-Site Service</td>
<td>Includes 1 Preventive Maintenance Service, scheduled by the customer at the customer's convenience (excluding national holidays).</td>
</tr>
<tr>
<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services’ Service City.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
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<td>Parts</td>
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<td>Labor &amp; Travel</td>
<td>Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.</td>
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<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.</td>
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</table>

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer’s specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:
• Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

• Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.

• Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.

• Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.

• Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

• Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

**TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
SCOPE OF WORK

POWER CONDITIONING
POWER CENTER (PPC/FPC)
PREFERRED SERVICE - 1 PM

SERVICE SUMMARY

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<td>Service Professional</td>
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</tbody>
</table>

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Perform an Infrared Scan (IR Scan) and verify all transformer, terminal block, and ground/neutral bus bar connections for tightness.
3. Perform an Infrared Scan (IR Scan) and verify all circuit breakers including the panelboard(s) branch circuits for tightness.
4. Perform an Infrared Scan (IR Scan) and verify high and low voltage junction box terminals for tightness (if applicable).
5. Perform an Infrared Scan (IR Scan) and verify all option wiring for tightness. (Spike suppressor, ground fault, phase rotation/loss).
6. Verify system control power fuses. (Equipment MUST be de-energized).
7. Verify grounding electrode conductor and any isolated grounds.
8. Verify EPO lamps are illuminated (if applicable).
9. Perform operational test of the optional local EPO. (Equipment MUST be able to be de-energized).
10. Record all the electrical data via the local display (if applicable). Ensure all values are within the specification.
11. Verify specified restart capabilities (manual or auto-restart).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (for newly installed branch circuit breakers, if applicable).
1. Verify firmware and update as required.
2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (If applicable)
5. (Excludes interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (If applicable)

ASSUMPTIONS AND CLARIFICATIONS
Parts coverage excludes branch circuit breakers.

CUSTOMER RESPONSIBILITIES
In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

• Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
• Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
• Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
• Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
• Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
• Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS
Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
SCOPE OF WORK

STATIONARY BATTERY SYSTEMS

VRLA (SEALED) BATTERY

PREFERRED SERVICE - 2 PM

SERVICE SUMMARY

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</tr>
<tr>
<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv’s Service City.</td>
</tr>
<tr>
<td>Customer Support</td>
<td>Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.</td>
</tr>
<tr>
<td>Internal Battery Coverage</td>
<td>Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).</td>
</tr>
<tr>
<td>Labor &amp; Travel</td>
<td>Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.</td>
</tr>
<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.</td>
</tr>
<tr>
<td>Battery Recycling</td>
<td>Includes battery recycling as required, with documentation meeting EPA requirements.</td>
</tr>
</tbody>
</table>

SERVICE PERFORMED

**During the initial PM visit, an Annual Service PM must be performed.**

Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of the jar temperatures.
10. Measure and record the float voltage of all cells.
11. Measure and record all internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

13. Verify approval for Battery Life program.

**Annual Service (includes the above, plus)**

1. Re-tighten all battery connections to the battery manufacturer’s specifications, if required. Refer to the manufacturer’s literature to determine if re-tightening is required.

2. Measure and record all battery connection resistances in micro-ohms, when applicable.

**Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

**Conditions for Single Jar Replacement Service for Lead Acid Batteries**

1. The Customer is covered by an Essential or Preferred Contract.

2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv.

4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

**ASSUMPTIONS AND CLARIFICATIONS**

Does not include labor for full-string replacement.

**CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.

- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.

- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.

- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.

- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

**TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
**SCOPE OF WORK**

**UNINTERRUPTIBLE POWER SYSTEMS**

**ALL 3-PHASE MODELS**

**PREFERRED SERVICE - 2 PM**

**SERVICE SUMMARY**

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<td>Response Time</td>
<td>Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv’s Service City.</td>
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<td>Customer Support</td>
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</tr>
<tr>
<td>Service Professional</td>
<td>Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.</td>
</tr>
</tbody>
</table>

**VERTIV PROPRIETARY SERVICE TOOLS AND SOFTWARE**

Vertiv Customer Engineers (CEs) are the only authorized, factory-trained and OEM-supported service providers for Vertiv equipment with access to Vertiv’s proprietary service tools and software to ensure optimal equipment performance.

- Using proprietary software PPvis™, Paramset™, and WinSVT™ CEs apply Vertiv’s knowledge base to diagnose, configure and optimize your Vertiv equipment.

- Vertiv is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.

- Vertiv exclusively enables:
  - Access to OEM engineering support and product enhancements.
  - Optimized methods of procedure for efficient service supported by proprietary documentation.
  - Improved MTBR and MTTR.
  - Root cause forensic analysis.
  - Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment’s lifecycle.
  - CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.
  - Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.
Vertiv Services CEs are trained in NFPA and OSHA best practices, and all processes and procedures strictly comply with NFPA 70A and 70E industry standards.

**SERVICE PERFORMED**

**UPS Full Preventive Maintenance Service**

**Semi-Annual Service**
1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current

**Annual Service**
1. Check power capacitors for swelling or leaking oil (if applicable).
2. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
3. Measure and record harmonic trap filter currents (if applicable).
4. Check the inverter and rectifier snubbers for burned or broken wires.
5. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
6. Check fuses on the DC capacitor deck for continuity (if applicable).
7. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
8. Calibrate and record all electronics to system specifications.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Measure and record all low-voltage power supply levels.
11. Record phase-to-phase input voltage and currents.
12. Record real and apparent power for each phase.
13. Review system performance with customer to address any questions and to schedule any repairs.

**Battery Inspection Service - Performed During the UPS Annual PM Service**
1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

**ASSUMPTIONS AND CLARIFICATIONS**

Parts coverage excludes batteries, air filters, proactive full bank capacitor and proactive full fan replacement.
Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.
The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system. Modular designed UPS systems may have less accessibility to listed “if applicable” checks above due to the design and usage of certain UPS systems.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact**: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling**: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access**: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access**: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown**: Service may require shutdown of load to ensure electrical connection integrity.
- **Notification**: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.
Order Number: Q03265642

Purchase Order must be assigned to: Vertiv Corporation
Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed or faxed with signed proposal to:
Vertiv Corporation c/o EUGENE RUDY
Attn: EUGENE RUDY
Email: Erudy@condap.com
Fax: (904) 645-0355

Please complete the following information (All fields are required):

Purchase Order Number: ____________________________
Purchase Order attached: □ Yes  □ No

If PO NOT attached, please specify reason:

Invoice Delivery Method: □ Web Billing (Attach Instructions)  □ Mail  □ Other ____________________________
□ Accounts Payable Email ____________________________

Billing Contact Person: ____________________________
Phone: ____________________

Email: ____________________________
Fax #: ____________________

Bill-To Company Name: ____________________________
Bill-To Address: ____________________________

Federal Tax ID #: ____________________________
Bill-To City, ST Zip: ____________________________

Tax Exempt:  □ Yes (Attach tax exempt certificate)  □ No

Site Services/IT Contact Person: ____________________________
Phone: ____________________

* * COVERAGE DETAILS * *

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturer's specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By: ____________________________
Accepted By: ____________________________

EUGENE RUDY Date ____________________________
Buyer Signature Required Date ____________________________

Printed Name ____________________________
Title ____________________________
Phone ____________________________
Vertiv is herein referred to as the “Seller” and the customer or person or entity purchasing goods and/or services (“Goods”) and/or parts required for services (“Parts”) or licensing software and/or firmware, which are preloaded, or to be used with Goods (“Software”) from Seller is referred to as the “Buyer” or “Customer”. The terms and conditions and all associated terms, conditions and documents incorporated by reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement (“Agreement”) governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller’s acceptance of Buyer’s purchase order is expressly conditional on Buyer’s assent to all of Seller’s terms and conditions of sale, including terms and conditions that are different from or in addition to those of the Buyer’s purchase order. Buyer’s acceptance of the Goods, Parts, and/or Software will manifest Buyer’s assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller’s quotation. Seller’s scope of work or acknowledgment of Buyer’s order for the Goods, which occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller will have the right to change the price for the Goods, Parts and/or Software to Seller’s price for the Goods, Parts, and/or Software at the time of Seller’s shipment or performance thereof. All prices and license fees are reflective of taxes, transportation, insurance, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. All prices are subject to change at any time without notice.

2. TAXES: Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller’s costs of production, sale, services or delivery of Goods, Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer’s account and shall be added to the price or billed to Buyer separately, at Seller’s election.

3. TERMS OF DELIVERY: All technical specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of this Agreement, and do not conflict with any U.S. or foreign, federal, state or local laws, rules or regulations, and shall comply with any government requirements and specifications applicable to the Goods.

4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or agreed to by Seller’s shipping date(s) and/or performance date(s), Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software to Buyer until Buyer has provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is not provided by Seller, the Goods, Parts, and/or Software shall be sold to the Buyer, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller’s demand, will execute and deliver to Seller such instruments as Seller requests to perfect and maintain such security interest.

5. LIMITED WARRANTY: Subject to the limitations of Section 6, Seller’s standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller’s Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein. Seller’s standard warranty terms are stated in the terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Seller warrants that all services performed shall be free from faulty workmanship for a period of twelve (12) months from date of shipment, or manufacturer’s pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) The refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer (“Resale Products”) shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS ARE SOLD AS IS. WHETHER OR NOT THE RESALE WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 (THE ‘SOLAR AND EXCLUSIVE WARRANTIES’) GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT ASKED FOR SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER’S USE OR PURPOSE.

6. LIMITATION OF LIABILITY AND REMEDY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREBY GIVEN (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR AUTOMOTIVE CLAIMS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS SECTION ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER’S LIABILITY (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND OTHER DAMAGES) EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: Worker’s Compensation in accordance with the statutory requirements of the state in which the work is performed, products liability insurance in a minimum amount of $10,000,000 per occurrence for bodily injury and/or property damage, $2,000,000 per accident for bodily injury and/or property damage, and $1,000,000 per accident for personal injury. Seller agrees to indemnify, defend and hold harmless Buyer, its officers, employees and assigns from and against any liability, costs, damages or expenses resulting from any claim or cause of action alleging that such insurance coverage is insufficient or inadequate as to amount or type, whether or not the claim or cause of action is covered by such insurance. Seller agrees that Seller has set its prices and entered into this Agreement in reliance upon the accuracy of Buyer’s specific proposal and that Buyer assumes all responsibility for the advice given, or results in connection with any services performed. Buyer shall indemnify, defend and hold harmless Seller from and against any liability, costs, damages or expenses resulting from any claim or cause of action alleging that such insurance coverage is insufficient or inadequate as to amount or type, whether or not the claim or cause of action is covered by such insurance.

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer’s specifications, do not infringe any valid U.S. patent or copyright in existence as of any other party's.
the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any defect or claim of non-conformance in writing and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is entered into by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value thereof on such Goods and/or Software, as mutually agreeable to Seller and Buyer. In the event (a) such Goods and/or Software are found to infringe, or (b) of alternative, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (c) Service or repair is necessary to return equipment to proper operating condition; or (d) a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. DRAWINGS: Seller’s documentation, prints and drawings (including without limitation, the underlying intellectual property in the Goods, Parts, and/or Software) sold hereunder are not for export or import/related to the Buyer or use in conjunction with the Equipment are the property of Seller and Buyer retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. BUYER SUPPLIED DATA: To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. EXPORT/IMPORT: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, or Services are shipped, and Buyer's representatives shall be responsible for obtaining all necessary permits, licenses, and other authorizations required for the purchase, receipt, import, export, delivery, or use of the Goods, Parts, Software, or Services.

23. NON-SOLICITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last date of Goods, Parts, and/or Software are furnished to Buyer under this Agreement.

24. GENERAL PROVISIONS: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless signed in writing by an authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement pertaining to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller’s receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance in any material respect to those contained herein or in any additional terms or conditions as specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer’s assent to any modifications which are not in accordance with the terms and conditions of this Agreement. Seller, its affiliates, subsidiaries, and service providers reserve the right to modify, change, restrict or cease the delivery of the Goods, Parts, Software, or Services to the Buyer; and its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer. Buyer shall be without limitation, use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

The validity, performance, and all matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, whether for breach of contract or personal liability, arising out of the Agreement shall be brought by Buyer or Seller more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

25. DATA COLLECTION AND USE: By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information (“Service Data”) that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers reserves the right to collect and retain such data for the purposes of data accumulation, analysis, reporting and other uses, including without limitation, (i) to provide information and performance reports to Buyer, (ii) to develop new and improved products, services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the confidentiality of all personal information and data, except that Buyer shall be responsible for the confidentiality of and exercise reasonable care to prevent unauthorized access to any personal information and data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer’s identity. In accordance with applicable law, Service Data may be transferred.
transmitted, or distributed to, stored, and processed in, cloud computing environments in the United
States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain
operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer,
transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates,
subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its
affiliates and subsidiaries business purposes in accordance with applicable law. The rights and
licenses granted herein to Seller’s service providers shall only be granted to the extent service
providers are providing goods and services on Seller’s and its affiliates and subsidiaries behalf.

26. PRIVACY: Seller will collect and process personal data of those employed by or otherwise
affiliated with Buyer in accordance with Seller’s “Privacy Notice for Customers and Suppliers –
California” available here www.vertiv.com/ca-privacy (the “Notice”), which Notice the Buyer hereby
acknowledges having received, read, and understood. In the event of any queries or concerns with its
contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into
this Agreement or the commencement of performance hereunder, in failure of which, the terms of the
Notice will be deemed accepted and consented to in their entirety.

27. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable
working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power
and outlets for testing purposes. The facilities shall be within a reasonable distance from where the
Goods are to be provided. Seller and its representatives shall have full and free access to the
equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service
technician or an authorized agent to access any site requested by Buyer to perform services, including
services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the
means to shut-off and secure electric power to the equipment and provide safe working conditions.
Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed
upon in Seller’s scope of work. Buyer shall immediately inform Seller, in writing, at the time of order
placement and thereafter, of any unsafe or hazardous substance or condition at the site, including,
but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller
with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages,
claims and expenses incurred by Seller as a result of Buyer’s failure to so advise Seller shall be borne
by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its
performance under this Agreement or any order immediately upon written notice to Buyer following
Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering
Seller’s performance hereunder. Buyer shall appoint a representative familiar with the site and the
nature of Seller’s performance to be accessible at all times that Seller personnel are at the site. Buyer
shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer
equipment or any part of Buyer’s building structure that restricts Seller access. Buyer personnel shall
cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible
for any work performed by Buyer.

28. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage,
liability or expense resulting from damage to personal property of a third party, or injuries, including
death, to third parties to the extent caused by a negligent act or omission of the party providing
indemnification or a party’s subcontractors, agents or employees during performance of services
hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to
others and in no event shall the indemnifying party be obligated to indemnify or insure the other party
for the indemnifier’s own fault or negligence. The indemnifying party shall defend the other party in
accordance with and to the extent of the above indemnification, provided that the indemnifying party is:
i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or
injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over
any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle
claims, or the indemnifying party’s obligations herein shall be deemed waived.