

# Proposal for Service

Vertiv Corporation

Feb 19, 2019  
Lori LeClaire  
City Of Columbus  
1601 Arlingate Lane  
Columbus, OH, 43228

Feb 19, 2019

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1601 Arlingate Lane  
Columbus, OH, 43228  
Q02921302

**Lori,**

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 614-841-8089. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

JEFF DUMOND

610 Executive Campus Drive  
Suite 110  
Westerville, OH 43082

**PHONE** 614-841-8089

**FAX** (614) 841-2750

**EMAIL** jeff.dumond@vertivco.com

**Order** Q02921302

**Cooling / ATS / Generator Services:**

- Liebert Service is your only choice for factory direct services on your Liebert Precision Cooling products including; equipment start-ups, preventive maintenance, emergency service, legacy control upgrades, energy efficiency upgrades and site assessments.

**SID 39991, 1601 Arlingate LN, Columbus, OH 43228**

Tag	Description	Model	PMs	Service Level	Term	Price
1886746	Air Handler	1045	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,382.26
1886748	Carrier Chiller	3ORBA06066-OG7-7	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 3,548.35
1431027	Minimate AC	MMD24-E	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,179.35
1433472	Minimate AC	MMD36-E	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,179.35
1886752	Carrier AC	FB4BNF024	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,184.50
1429829	DS AIR	DS105AUA0EI944A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1429830	DS AIR	DS105AUA0EI944A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1448410	DS AIR	DS105AUA0EI944A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1448411	DS AIR	DS105AUA0EI944A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1448412	DS AIR	DS105AUA0EI191A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1569124	DS AIR	DS070ADA0EI400B	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1615523	DS AIR	DS070ADA0EI760S	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1615524	DS AIR	DS070ADA0EI760S	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1615526	DS AIR	DS070ADA000205S	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1876959	Generator	Caterpillar	4	PM Only 8x5	4/19/19 - 4/18/20	\$ 5,108.47
1876960	ATS	Russelectric	4	PM Only 8x5	4/19/19 - 4/18/20	\$ 626.81
1876961	Bypass Switch	Russelectric	4	PM Only 8x5	4/19/19 - 4/18/20	\$ 626.81
<b>Total</b>						<b>\$ 29,864.42</b>

**SID 106761, City of Columbus, 1111 E Broad St., Columbus, OH 43205**

Tag	Description	Model	PMs	Service Level	Term	Price
1886753	Mammoth AC Unit	G310VLC-C	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,676.84
1886755	Mammoth AC Unit	G310VLC-C	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,676.84
1886756	Carrier AC Unit	FB4ANF-060	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,184.50
1886757	Carrier AC Unit	38HDR060-3	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	INCLUDED
1887583	Carrier	40QNB009100	4	4PM ONLY B/F 8x5	4/19/19 - 4/18/20	\$ 1,184.50
	Carrier	38AN009120	4	4PM ONLY B/F 8x5	4/19/19 - 4/18/20	INCLUDED
1429831	DS AIR	DS035AGA0EI240A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1429832	DS AIR	DS035AGA0EI240A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84

1876869	DS AIR	DS035AGA0EI240A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1876870	DS AIR	DS035AGA0EI240A	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$ 1,669.84
1876962	ATS - 1	Ruselectric	4	PM Only 8x5	4/19/19 - 4/18/20	\$ 582.18
1876963	ATS - 2	Ruselectric	4	PM Only 8x5	4/19/19 - 4/18/20	\$ 582.18
1887040	ATS - 3	Ruselectric	4	PM Only 8x5	4/19/19 - 4/18/20	\$ 582.18
1876964	Generator	Kohler	4	PM Only 8x5	4/19/19 - 4/18/20	\$ 2,429.64
<b>Total</b>						\$ 16,578.19

**SID 18637, City of Columbus, 90 West Broad St., Columbus, OH 43215**

Tag	Description	Mopdel	PMs	Service Level	Term	Price
1645637	MINI MATE AIR	MMD24E7P00D0	4	PM Only 8x5 w/ bf	4/19/19 - 4/18/20	\$1,179.76
<b>Total</b>						\$1,179.76
<b>Grand Total</b>						\$47,622.37

**Total price not including tax: USD \$47,622.37**  
*any tax required must be included in customer purchase order*  
**Payment Terms: Net 30 Days**

# SCOPE OF WORK

## GENERATORS

### QUARTERLY PM SERVICE 8X5

#### SERVICE SUMMARY

Feature	Detail
Maintenance & Record Keeping	At the core of our Complete Customer Support program are our Preventative Maintenance (PM) service plans, which provide comprehensive maintenance and record keeping for your engine or generating system.
On-site Service	Includes 1 Preventative Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Service Report	A detailed computer generated follow-up report is sent after each visit, providing a valuable service history of your equipment.
Service Professional	Service performed by Certified Technician.

#### SERVICE PERFORMED

##### Quarterly or Bi-Monthly PM:

###### **Cooling System**

1. Inspect pulleys for excessive wear.
2. Add coolant (up to four gallons) to bring the coolant to correct level.
3. Visual inspection of radiator/heat exchanger for leaks, damage and obstruction.
4. Inspect condition of radiator cap, gasket and sealing surface.
5. Visual inspection of water pump and cooling system gaskets for leaks
6. Inspect belts for cracking and fraying.
7. Check jacket water heater(s) for proper operation and adjust thermostat setting as needed.
8. Check belt tension.
9. Inspect flexible water connections for cracking, leaks and pliability.

###### **Lubrication System**

1. Check crankcase oil. Add up to two gallons of superior grade oil meeting or exceeding manufacturer's specifications.
2. Inspect oil heater for proper operation and leaks.
3. Check for excessive crankcase blow-by with engine running.
4. Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
5. During one of the (4) quarterly PM's the oil will be changed.

###### **Fuel System**

1. Inspection of steel lines for cracks, leaks and proper line bracket support.
2. Check the main tank for water. (if accessible)
3. Add oil to the governor as needed.
4. Inspect flexible fuel lines for cracking, leaks and pliability.
5. Test day tank pump for proper operation and level.
6. Check governor oil.
7. Record fuel level in main fuel tank.
8. Operate fuel priming pump and check for proper operation and leaks.

9. Drain water from water separator.
10. Check fuel system for leaks.

#### **Starting System**

1. Clean and apply corrosion inhibitor to the terminals of lead acid batteries as needed.
2. Tighten battery cable connections as needed.
3. Inspect and tighten starter motor, connections and wiring.
4. Check electrolyte level.
5. Check and record battery charger amperage.
6. Check battery charger and adjust float rate for optimum battery performance and life.
7. Check and record alternator for proper charge rate with engine running.
8. Check for proper cranking termination upon starting.

#### **Exhaust System**

1. Drain water in exhaust moisture traps.
2. Inspect exhaust manifold for broken or missing hardware.
3. Inspect flexible exhaust coupling for cracks and excessive leakage.
4. Check for abnormal exhaust characteristics with engine running (signs of wet stacking).
5. Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
6. Inspect exhaust rain protection and exhaust outlet screening.

#### **Air Intake System**

1. Test air cleaner indicator.
2. Check all air intake piping for damage and loose connections.
3. Inspect air filters for plugging and deterioration.

#### **Installation**

1. Adjust generator set vibration isolators as needed.
2. Make walk around inspection of complete installation.
3. Check for abnormal noise or vibration.
4. Re-check oil level with engine running.
5. Re-check for leaks with engine running.
6. Check for proper operation of remote fan motors, thermostats, circulating pumps and solenoid valves.
7. Check inlet and discharge louvers for proper operation with engine running and stopped.

#### **Control Panel Service**

1. Operational check of illumination and safety lamps.
2. Check proper operation of engine and generator instruments with generator running.
3. Adjust governor control for optimum performance and frequency.
4. Adjust voltage regulator for proper voltage.

## **ASSUMPTIONS AND CLARIFICATIONS**

Does not include parts or return corrective visits.

## **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

### AUTOMATIC TRANSFER SWITCH PM INSPECTION SERVICE 8X5 - 4 PM

#### SERVICE SUMMARY

Feature	Detail
On-site Service	Includes 1 Annual and 2 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
NFPA 110	Per NFPA 110, transfer switches and paralleling gear "...shall be subjected to a maintenance and testing program that includes all of the following operations: 1. Checking of connections; 2. Inspection or testing for evidence of overheating and excessive contact erosion; 3. removal of dust and dirt; 4. replacement of contacts when required."
Service Report	A detailed computer generated follow-up report is sent after each visit, providing a valuable service history of your equipment.
Service Professional	Service performed by Certified Technician.

#### SERVICE PERFORMED

##### ANNUAL PM:

##### **Check Connections**

1. Prior to ATS maintenance, a temperature scan will be done while the ATS is under normal (peak) load. This scan will be repeated during the generator load test. Suspect results will be addressed during ATS maintenance.
2. With power connected to the normal source, millivolt levels will be measured and recorded. Any reading greater than 25% of the average of all poles will be carefully inspected when the ATS is deenergized.
3. With power connected to the emergency source, millivolt levels will be measured and recorded. Any reading greater than 25% of the average of all poles will be carefully inspected when the ATS is deenergized.
4. If the ATS is equipped with a bypass isolation feature, the bypass will be operated while connected to the power source (normal or emergency) and steps 1, 2, and 3 will be repeated. Levels should drop to approximately 50% of initial levels and be uniform relative to initial readings. This step verifies that the bypass feature is properly connected and that the connected load will not be affected when the automatic portion is isolated for maintenance.
5. With power secured and both the emergency and normal power sources properly locked out and tagged out, the micro-ohm resistance levels will be measured across the following connection points:
  1. Emergency source cabling lug to bus.
  2. Normal cabling load to bus
  3. Load cabling lug to bus.
  4. Load connected to normal across each pole.
  5. Load connected to emergency across each pole. Any value greater than 20% of the average value of all similar type connections will receive further investigation.

##### **Inspect or test for evidence of overheating or excessive contact corrosion.**

1. With power from both sources properly locked out and tagged out, pole covers and arc chutes will be removed.
2. Main contacts and other current carrying parts will be carefully inspected for signs of corrosion or overheating. Observations will correlate with previous results.
3. Insulating materials or standoff insulators will be carefully inspected for signs of contamination (dirt, grime, oil). Contaminated surfaces will be cleaned with an approved solvent.
4. Control connection, plugs and harnesses will be inspected for signs of corrosion, heat and contamination.



5. Using a vacuum, all dust and debris will be removed from the ATS cabinet and transfer switch mechanism.
6. Cabinets will be inspected for proper sealing. Open knockouts or conduit will be sealed to prevent the introduction of heat, moisture, dust or other contaminants. Enclosures installed outside will be inspected for proper seal and appropriate gasketing. Enclosure doors will be inspected to ensure they are intact and properly secure.
7. Pole covers and protective chutes will be replaced, lockout devices will be removed, and normal power supply will be engaged. If the ATS is the bypass isolation type, the transfer switch mechanism will be reconnected according to manufacturer's guidelines.

***Verify control and feature set points and operation.***

1. The following data and set points will be measured and recorded:
  1. Normal source voltage phase to phase, phase to ground, and phase to neutral.
  2. Engine start time (from crank start to source available light or relay pickup).
  3. Emergency source voltage phase to phase, phase to ground, and phase to neutral.
  4. Load current each phase.
  5. Momentary override normal deviation where provided.
  6. Transfer time delay where provided.
  7. Return to normal source time delay where provided.
  8. Engine cool down where provided.
2. If the connection is to a multiple source EPS, the load priority of the ATS being tested will be verified and confirmed.
3. Proper operation of all indicator lights, meters and controls will be verified.
4. ATS will be returned to normal service.

**SEMI-ANNUAL OR QUARTERLY INSPECTIONS**

**(if applicable)**

1. Visual Inspection of transfer switch control mechanism, control panel, harnesses and cable connections for signs of moisture, corrosion or heating.
2. The following data and set points will be measured and recorded:
  1. Normal source voltage phase to phase, phase to ground, and phase to neutral.
  2. Engine start time (from crank start to source available light or relay pickup).
  3. Emergency source voltage phase to phase, phase to ground, and phase to neutral.
  4. Load current each phase.
  5. Momentary override normal deviation where provided.
  6. Transfer time delay where provided.
  7. Return to normal source time delay where provided.
  8. Engine cool down where provided.
3. If the connection is to a multiple source EPS, the load priority of the ATS being tested will be verified and confirmed.
4. Proper operation of all indicator lights, meters and controls will be verified. ATS will be returned to normal service.
5. If permitted, a load test will be performed, which will cause the emergency power to start and the ATS to transfer. Permission will be obtained prior to performing this test.

**ASSUMPTIONS AND CLARIFICATIONS**

Does not include parts or return corrective visits.

**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

## PRECISION COOLING SERVICES

### (FLOORMOUNT, CEILING, WALLMOUNT & HEAT REJECTION)

### PREVENTIVE MAINTENANCE ONLY (8X5) SERVICE WITH BELTS & FANS - 4 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 4 Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Belts & Filters	Belts & Filters included and replaced on an “as needed basis”

## SERVICE PERFORMED

### Filters

1. Check for restricted airflow.
2. Replace air filters as needed.
3. Examine filter switch.
4. Wipe entire section clean.

### Blower Section

1. Verify that impellers are free of debris and move freely.
2. Check belt for condition and proper tension.
3. Replace belts as needed.
4. Verify that the bearings are in good condition.
5. Check the fan safety switch for proper operation.
6. Check the pulleys and motor mounts for tightness and proper alignment.

### Air Cooled Condenser (If Applicable)<sup>1</sup>

1. Verify condenser coil cleanliness.
2. Brush clean and spray using hose and nozzle connected to local water source (if local water source is available).
3. Chemical cleaning of outdoor condensing unit is excluded from normal scheduled maintenance and can be performed on a time and material basis.
4. Examine motor mounts for tightness. Tighten if necessary.
5. Verify that the bearings are in good working order.
6. Confirm that the refrigerant lines are properly supported.

### Water/Glycol Condenser (If Applicable)<sup>2</sup>

1. Check cleanliness of copper tubing.
2. Confirm that the water regulating valves are functioning properly.

<sup>1</sup>Applies to Air Cooled units only

<sup>2</sup>Applies to Water Cooled, Glycol Cooled, and GlyCool units only

3. Check the glycol solution level.
4. Check glycol freeze protection level.
5. Check for water/glycol leaks.

#### **Glycol Pump<sup>1</sup>**

1. Examine for any glycol leaks.
2. Determine proper pump operation.

#### **Steam Generating Humidifier (If Applicable)**

1. Check the canister for any deposits.
2. Check the condition of all steam hoses.
3. Examine the water make-up valve for any leaks.
4. Check and adjust potentiometers for optimal performance.

#### **Infrared Humidifier (If Applicable)**

1. Check the pan drain for any type of blockage.
2. Examine the humidifier lamps for proper operation.
3. Check the pan for any type of mineral deposits.

#### **Refrigerant Cycle/Section<sup>2</sup>**

1. Examine refrigerant lines for leaks or damage.
2. Using the sight glass, check lines for moisture.
3. Monitor suction pressure.
4. Monitor head pressure.
5. Monitor discharge pressure.
6. Check superheat.

#### **Electric Panel, Controls, and Ancillary Items**

1. Check fuses.
2. Check electrical connections.
3. Check contactors for pitting.
4. Using microprocessor controls, ensure proper operation of the unit components.
5. Inspect leak detection cabling (if connected to unit).

#### **Chilled water units - additional checks (if Applicable):<sup>3</sup>**

1. Inspect chilled water valve and actuator for proper operation.
2. Adjust/ tighten linkage if necessary.
3. Inspect internal chilled water piping and coil for leaks.

## **ASSUMPTIONS AND CLARIFICATIONS**

All other parts, labor & power washing of heat rejection equipment is provided on a Time & Material basis.

## **CUSTOMER RESPONSIBILITIES**

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

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<sup>1</sup>Applies to Water Cooled, Glycol Cooled, and GlyCool units only

<sup>2</sup>Applies to Air Cooled, Water Cooled, Glycol Cooled, and GlyCool units only

<sup>3</sup>Applies to Chilled Water units and units with free cooling only.

- 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.

**Order Number: Q02921302**

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

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

FID# 31-0715256

**EXCITING NEWS:** On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.  
Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

**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 manufacturers 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](http://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: \_\_\_\_\_

**JEFF DUMOND** \_\_\_\_\_  
Date

Buyer Signature Required \_\_\_\_\_  
Date

Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

**Vertiv Corporation**  
**TERMS AND CONDITIONS OF SALE**

Vertiv Corporation 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." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific 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 additional to the terms and conditions of 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 the 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, whichever 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 shall 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 licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices. Unless otherwise specified by Seller, Parts, that are required for the performance of services will be furnished at Seller's then prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller 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 or shipment 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 PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, 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 protect and perfect such security interest.

**4. SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. 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 for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be

changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

**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 and Seller warrants that it will perform the services as described in these 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. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and 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 FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE 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 OR OTHERWISE, INCLUDING WITHOUT LIMITATION, 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 SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

**SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

**6. LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS 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.

**BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

**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. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, 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.

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 the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller 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 made 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 of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-

conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, 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; (e) if Service or repair is necessary to return equipment to proper operating condition as 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 technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller 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, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

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 provision of Goods.

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 made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting 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 with or in addition to those set forth herein. Any such modifications or additional terms are 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 additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other 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, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales 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 may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide 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 Service Data, and Buyer will secure and maintain all rights necessary for Seller, 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 or any third party. The Service Data will be aggregated with other information, materials, or 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. **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. Seller 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.

27. **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 indemnitee'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.