

Proposal for Service

Emerson Network Power | Liebert Services

Feb 27, 2017
Brent Angel
City Of Columbus
1601 Arlingate Lane
Columbus, OH, 43228

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1601 Arlingate Lane
Columbus, OH, 43228
Q02612183

Brent,

Thank you for your interest in Emerson Network Power, Liebert Services. 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 Q02612183

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.

Solutions Services:

Standard Maintenance Contracts :

Site #: 18637, City Of Columbus

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1644555	SEALED BATTERY	NRBP4HX1L1A0676	2	PREFERRED (4/19/2017) - (4/18/2018)	\$3,926.29
1644556	APM 30 (N+1) NB	NRB91CCSA0A4584	2	PREFERRED (4/19/2017) - (4/18/2018)	\$5,052.57
1644557	SS IGM INTER MD	VSSW-4E	1	PREFERRED (4/19/2017) - (4/18/2018)	\$1,248.13

Total price not including tax: USD \$10,227.00
any tax required must be included in customer purchase order
Payment Terms: Net 30 Days

SITESCAN SYSTEM SCOPE OF WORK

PREFERRED SERVICE (12)

- | | |
|---|---|
| <ul style="list-style-type: none"> • All services performed by Liebert factory trained monitoring technicians. • Guaranteed 2-hour telephone response, 7 days/week, 24 hours/day. On-site service to be scheduled. Remote PM scheduling per customer preference. • Includes 100% remedial labor coverage, for hardware and software under contract, 7 days/week, 24 hours/day, within the 48 contiguous states. (Labor coverage includes phone time, email support, remote service and on-site service). • Includes access to Liebert Customer Services Network On-Line Internet portal. • Includes one (1) Annual on-site preventive maintenance service scheduled by the customer 7 days/week, 24 hours/day (excluding national holidays). • Includes secure Liebert Ntegrity Gateway communications appliance (Ntegrity or VPN equivalent required for remote PMs and remote service consultations) | <ul style="list-style-type: none"> • Includes up to twelve (12) monthly remote service consultations between 8am-5pm, Monday-Friday (excluding national holidays). • Includes up to two (2) Annual exempted-billable service visits. Charges will be waived for up to two remedial service visits caused by factors external to SiteScan • Includes 100% remedial parts, software coverage, and Life Extension service of equipment under contract. • Includes eleven (11) Monthly remote preventive maintenance inspections between 8am-5pm, Monday-Friday (excluding national holidays). • Includes preferred remote monitoring service. • Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply. |
|---|---|

SERVICE PERFORMED

Annual Preventative Maintenance Service 24X7

1. Consultation with facilities personnel on the status of the SiteScan system.
2. Complete visual inspection of all SiteScan hardware modules covered by contract.
3. Clean and remove dust from assemblies and internal compartments where possible.
4. Review alarms for system errors.
5. Perform a Modstat check and bindings verification on all modules.
6. Verify status information from one monitored device per module.
7. Test and check 20% of the contact closure points and voltage sense modules for proper alarm annunciation.
8. Verify analog sensors display expected values in appropriate ranges.
9. Perform any required Engineering Field Change Notices (FCN).
10. Perform minor system updates and configuration changes during the PM visit, such as:
 - Move or rename existing equipment within the system
 - Install software patches or purchased add-ons or graphics
 - Program existing SiteScan modules to support new equipment
 - Move the SiteScan Web application to a new server (e.g. Windows OS migration)
 - Alarm, notification, or trend configuration assistance as requested
11. Desktop access required for the following :
 - Perform minor graphic changes.

- Add or remove units.
 - Update function block logic and bezel graphics as required.
 - Perform remote back-up of custom files and databases, if applicable.
12. Return system to operational status, ensuring that all equipment being monitored is on-line and the SiteScan system is functioning as designed. (Does not include replacing lost software or loading/re-loading software on PC equipment).
 13. Leave the work area clean, removing any debris generated while performing required tasks.
 14. Perform back-up of custom files and databases.
 15. Schedule SiteScan Web software updates and/or hardware Life Extension replacements, if applicable.

Monthly Remote Preventative Maintenance Service 8x5

The following services will be performed during monthly scheduled Remote PMs:

1. Consultation with facilities personnel on the status of the SiteScan system (optional electronic logbook within SiteScan may be used for service requests and status updates)
2. Review alarms for system errors.
3. Perform a Modstat check and bindings verification on all modules.
4. Verify status information from one monitored device per module.
5. Perform unit name and/or display changes per customer specification.
6. As required, with Remote Desktop access:
 - Perform minor graphic changes.
 - Add or remove units.
 - Update function block logic and bezel graphics as required.
 - Perform remote back-up of custom files and databases, if applicable.

Monthly Remote Service Consultations 8x5

1. Service consultations include up to one full day (8 hours) of Remote assistance from the primary or backup assigned Technical Support individual, and may be scheduled or on-demand 8am-5pm, Monday-Friday (excluding national holidays). Includes support for:
 - Training
 - System Additions
 - Project Management
 - Custom Testing
 - Others as requested by customer

Remedial Service - Online or Scheduled 5x8

1. Ensure system is operating according to manufacturer specifications.
2. Provide basic troubleshooting of external network, BMS, or alarm I/O connectivity issues. (Advanced troubleshooting, follow-up visits, and other problems or delays due to conditions outside of Liebert Services' control may result in billable charges at Liebert Services' current published rates)
3. Perform basic system updates and additions at Liebert Services' discretion, and as time allows during the same remedial visit. Optional services requiring a physical revisit may be performed during an annual PM or billable return visit.
4. Perform backup of system files.

Exempted-Billable Service Visits

Problems due to external equipment failures or changes, site readiness, network, or computer system failures are typically billable. Charges will be waived for a maximum of two troubleshooting trips, annually, attributed to these external factors. Additional visits for failures external to SiteScan will be billable. Liebert Services is the sole arbiter of problem attribution; however any trip for an annual PM or involving SiteScan hardware replacement will never count as a billable visit.

PREFERRED REMOTE MONITORING:

1. Electronic Alarm Notification (email only)
2. Phone escalation based on customer provided procedure.
3. 7x24 alarm monitoring, trend analysis and diagnostic service.
4. Technical phone support for the Virtual Ntegrity equipment installation, Contract issues, Alarms (clarification, potential causes, nuisance alarms, temporary disable alarm(s), processes, Communication (Modem/Telephone & Network/Internet) issues, Trouble shooting problems, and Report clarification
5. Site Acceptance Test of the Enterprise Remote Monitoring Service for performance and alarm recognition by the Liebert Virtual Ntegrity System.
6. Retrieval of data via customer- provided dedicated phone line or Internet.
7. Real-time electronic customer notification of alarms per customer completed site survey.
8. Quarterly Alarm Activity and Status reports.
9. At least one communication check performed every 5 minutes for network communication.
10. Labor and parts warranty on Virtual Ntegrity Gateway during the contract term.

Software & Hardware Life Extension Service

Software Life Extension

Liebert Services will provide major and minor SiteScan software upgrades, including installation services, at no charge. Customers must upgrade their SiteScan software to the latest available release prior to initiating a SiteScan Preferred contract

Hardware Life Extension

Liebert Services will provide hardware upgrades when required for basic compatibility with new or upgraded Emerson products which are supported by the latest SiteScan solutions. Hardware replacement to support custom solutions, optional product enhancements, or increased system capacity will be at Liebert Services' sole discretion.

INSTALLATION AND SITE REQUIREMENTS

General Customer Responsibilities

1. Cooperation in the completion of a site survey.
2. Installation of all Liebert monitoring hardware device(s) including mounting the hardware and wiring from monitored equipment to monitoring devices.
3. UPS protected power outlet for monitoring device(s)
4. Provide a primary site contact person responsible for the installation of monitoring /network device(s), development of the alarm notification instructions and contact lists, receiving reports, and authorization of service changes.
5. A valid e-mail address is required to receive alarm reports.
6. Purchase software and hardware required to bring SiteScan System to current version of software and hardware release prior to entering into contract

Network/Internet-Based Communication Requirements for remote service and preferred monitoring for SiteScan Web system

1. Static IP addresses for the Virtual Ntegrity Gateway and all SNMP based devices.
2. TCP port 443 (outbound only) shall be available for monitoring.
3. A primary site network contact person shall be provided for assigning IP addresses and installation of network drops.

Note1: SiteScan Web operates as a system. All hardware and software components must be covered at the same contract level (Essential or Preferred).

Note2: On any service call, advanced troubleshooting, follow-up visits, and other problems or delays due to conditions outside of Liebert Services' control may result in billable charges at Liebert Services' current published rates.

Note3: The Ntegrity Gateway is provided at no charge to establish remote connectivity for remote service access. Similar customer-provided or site-to-site VPN services will be considered on a case-by-case basis

**UNINTERRUPTIBLE POWER SYSTEMS
APM UPS ONLY
SCOPE OF WORK**

PREFERRED SERVICE (2)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 100% parts coverage (excluding air filters and proactive full bank capacitor replacement, and fan replacement).
- Internal Battery Coverage - Includes parts, labor and battery jars as required - up to 10% of the battery string per year (not accumulated over contract term).
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Includes one Annual Preventive Maintenance Service and one Semi-Annual Preventative Maintenance Service on the Liebert UPS and Liebert internal battery cabinet scheduled by the customer at the customer's convenience (excluding national holidays).
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service

Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables, and major components.

Check air filters for cleanliness. (if applicable)

Check rectifier and inverter snubber boards for discoloration.

Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

Annual Service Includes the Above, Plus:

Check the inverter and rectifier snubbers for burned or broken wires.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Check fuses on the DC capacitor deck for continuity (if applicable).

With customer approval, perform operational test of the system including unit transfer and battery discharge.

Calibrate and record all electronics to system specifications.

Check or perform Engineering Field Change Notices (FCN) as necessary.

Measure and record all low-voltage power supply levels.

Record phase-to-phase input voltage and currents.

Review system performance with customer to address any questions and to schedule any repairs.

Check power capacitors for swelling or leaking oil. (if applicable)

Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)

Measure and record harmonic trap filter currents. (if applicable)

Internal Battery Full Preventive Maintenance Service (Applicable to 45kVA Models Only).

Semi-Annual Service

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).

Measure and record the total battery float voltage and charging current.

Measure and record overall AC ripple current.

Measure and record overall AC ripple voltage.

Visually inspect the jars and covers for cracks and leakage.

Visually inspect for evidence of corrosion.

Measure and record ambient temperature.

Verify the condition of the ventilation equipment, if applicable.

Verify the integrity of the battery rack/cabinet.

Measure and record 100% of the cell temperatures.

Measure and record the float voltage of all cells.

Measure and record all internal impedance readings.

Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Annual Service Includes the Above, Plus:

Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

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

Note1: Customer should check air filters monthly for cleanliness and replace as necessary.

Note2: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.

Note3: All battery checks are recorded through the LDI 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 LDI.

Note4: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

STATIONARY BATTERY SYSTEMS VRLA (SEALED) BATTERY SCOPE OF WORK

PREFERRED SERVICE (2)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. Does not include labor for full-string replacement.
- Includes access to Liebert Services Customer Services Network On-Line Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Preventive Maintenance Service scheduled by the customer at the customer's convenience (excluding national holidays).
- Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries. Subject to limitations as stated below.
- For 3-Phase UPS customers, includes one Semi-Annual and one Annual PM.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

SERVICE PERFORMED

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

Semi-Annual Service

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).
Measure and record the total battery float voltage and charging current.
Measure and record the overall AC ripple voltage.
Measure and record the overall AC ripple current.
Visually inspect the jars and covers for cracks and leakage.
Visually inspect for evidence of corrosion.
Measure and record the ambient temperature.
Verify the integrity of the battery rack/cabinet.
Measure and record 100% of the jar temperatures.
Measure and record the float voltage of all jars.
Measure and record all internal ohmic readings.
Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Annual Service Includes the Above, Plus

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.

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

Corrective Maintenance Performed as Required

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

Conditions for Single Jar Replacement Service for Lead Acid Batteries

The Customer is covered by an Essential or Preferred Contract.

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

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

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

Subject to Liebert Services Single Jar Replacement for Lead Acid Batteries Guidelines.

Order Number: Q02612183

Purchase Order must be assigned to:
Emerson Network Power, Liebert Services, Inc.
610 Executive Campus Dr
Westerville OH 43082

Payment remittance address:
Emerson Network Power, Liebert Services, Inc.
PO Box 70474
Chicago, IL 60673

FID# 43-1798453

PO should be e-mailed or faxed with signed proposal to:
Emerson Network Power, Liebert Services, c/o JEFF DUMOND
Attn: JEFF DUMOND
Email: jeff.dumond@vertivco.com
Fax: (614) 841-2750

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 45 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:

JEFF DUMOND Date

Buyer Signature Required Date

Printed Name Title Phone

SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. (f/k/a Liebert Global Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts 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 the terms of this Agreement, 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 Services and Parts 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 Services 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 Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, 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 of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement 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, 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 performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts 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. Unless otherwise specified by Seller, for sales of Parts, for sales of the Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS 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.

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 that is used in (i) the selection of the Services and/or Parts and (ii) 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 Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

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 SERVICES OR PARTS 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 Parts and/or Services 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 aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **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. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; 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, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts 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 Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **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.

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

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts 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.

12. **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 or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgment, 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.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (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. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **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 jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services 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 of or 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 the county of Franklin, state of 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.

19. **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 Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. 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 performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller 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.

20. **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. 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.