

Chabot Las Positas Community College District

Las Positas Community College Campus



Building Automation Service and Support Program

Service Solutions for your Alerton Energy Management System

Presented to

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“Service at Syserco, making customer satisfaction & facility improvement a way of life.”

For more information on Syserco service visit:

<http://www.syserco.com/service-programs.html>

Executive Summary

The Chabot Las Positas Community College District was founded in 1961 and serves the San Francisco East Bay Area, particularly southern Alameda County, through its two colleges: Chabot Community College in Hayward and Las Positas Community College in Livermore. The colleges specialize in university transfer, technical training, continuing educations, workforce development, contract education with local business and cultural enrichment.

To control and monitor the complex mechanical systems that ensure occupant comfort and safety, Chabot Las Positas Community College District has installed a state of the art Alerton Building Automation System. This significant investment controls, monitors and alarms all aspects of the facility's operation.

The purpose of this proposal is to provide Chabot Las Positas Community College District a flexible program that will provide the short and long-term support needed to ensure your facility operates at peak efficiency with minimum downtime. This Service Agreement has been customized to meet your Facility's unique requirements as discussed with the team.

The major components of this program include:

- ✓ Network Security Assurance
- ✓ Semi-Annual Predictive Preventative Maintenance Routines followed by One Action Implementation Day
- ✓ Ten Owner Directed Support Days
- ✓ Annual Compass Software Upgrade
- ✓ Annual ROC Files Upgrade for Global Controllers
- ✓ Priority Response Time
- ✓ 24/7 Premium Emergency Coverage for the IT Building
- ✓ Unlimited remote support
- ✓ Technical Support Center Account
- ✓ Dedicated Project Team with Primary and Secondary Technicians, Account Manager and Account Engineer
- ✓ Discount on material and reduced labor rates

Specifically, the implementation of this program will accomplish the following:

- ✓ Increased Teacher/Student Comfort
- ✓ Increased Operator Efficiency
- ✓ Decreased Un-Planned Maintenance Costs
- ✓ Decreased Energy Usage
- ✓ Increased Protection of Capital Equipment
- ✓ Reduced System Down-Time
- ✓ Reduced School Complaints
- ✓ Increased Teacher/Student Safety

As part of our partnership with Chabot Las Positas Community College District, it is our goal to provide you with an optimum control system and energy management solution. Syserco looks forward to working with Chabot Las Positas Community College District and to providing you the support and training necessary to help you maintain and operate this facility at peak efficiency.

Proposed Solution

The implementation plan for your Service and Support program will include the following services to be provided on the equipment contained within Las Positas Community College Facility.

Cyber Security and Software Support

☒ **Software Support and Security Services:** Alerton continually enhances the Graphical User Interface software to match the changing needs of industry, incorporate the newest control theories, make it easier for you to optimize your facility's performance, and keep your BMS GUI and Network secure. Syserco's Cyber Security and Software Support Services provide more than application updates, it also includes the deployment of updated Alerton Software and/or Firmware that incorporates fixes to all known system vulnerabilities and/or bugs that may affect the security and integrity of your system.

Note:

1. *Operating System and/or Server/PC Hardware upgrades are not included.*
2. *Minimum recommended Server configuration is 2.33GHz Quad Core, 6 GB RAM, dual 250GB Hard Drive.*
3. *Software Update covers revisions within the same license size and same software product line.*

We will provide you software and documentation updates as released and as applicable for your site for the following existing system software:

- One (1) Server located in the M&O Building

During your GUI software update, Syserco shall perform the following additional Cyber Security Services tasks to ensure the integrity of your BMS network:

- **Review Overall BMS Network (Structure and Configuration)**
 - Ensure BAS is not connected to Public Network without proper Firewall/NAT appliances
 - Review Network Intrusion Detection System (NIDS) scans and alerts
 - Provide Recommendations for remediation of any identified risks
- **Access Control and Review**
 - Review System logs and system alerts for unauthorized access.
 - Disable unused or anonymous accounts
- **Review Antivirus Status**
 - Ensure Up-to-date (specifically signature files; requires internet access)
 - Review Event/Security Logs
 - Ensure on-access and on-demand scanning are enabled
 - Scan the boot sectors of all disks on server
 - Move infected files to quarantine directory.
- **Review Windows/OS Status**
 - Ensure all necessary Updates have been installed
 - Update Service Packs as applicable
- **Review Windows Security Logs**
- **Review Windows Audit Logs**
- **Review System Ports, Services, and Protocols**
 - Ensure proper UDP Ports are open/closed
 - Disable unnecessary Services
- **Review SSL certification (as necessary)**
 - Alert client if SSL certificate needs to be updated
 - Implementation and Programming adjustments included.

☒ **Global Controller Firmware Support Services:** As the Compass product line is enhanced, modifications are often made to the Firmware to provide faster speed of response, greater flexibility and new applications. Firmware Support Services ensure that all Global Controller ROC files are the latest release, have all issues/bug fixes incorporated and align with the requirements of the Compass Graphical User Interface.

- We will provide annual ROC file updates for the Alerton Global Controllers at Las Positas Community College.

System Support Services

Preventive Maintenance is a critical component to protecting your significant investment and to ensure that your facility operates at peak efficiency with minimum downtime. The Preventative Maintenance routines as defined within this section shall be executed by Syserco's trained professionals to ensure that your Alerton Automation System operates at the highest availability. The preventative maintenance routines noted below are included within this agreement.

☒ **Disaster Recovery:** The electronic information stored within your system represents a significant part of your investment. In the event of a catastrophic system failure, these backups allow us to completely restore your system to the last backup state. During each Preventative Maintenance visit, Syserco will perform a full system backup. Two copies of this backup will be made. One will be maintained onsite at your facility and the second archived at our offsite data storage facility.

☒ **Preventive Maintenance Routines:** The following preventative maintenance routines will be performed **on a semi-annual basis** as part of our standard service.

- **Review Site Log:**
 - Each Preventative Maintenance routine begins with a review of your site log so that ongoing issues can be noted, and the root cause addressed.
- **Review Network Workstations / Communication:**
 - Verify Communication with all Remote Sites
 - Review automation system for CRITICAL and OFF-LINE status indicators.
 - Review automation system for OVERRIDE and DISABLED status indicators.
- **Perform System Analysis of Alerton Software:**
 - Record current version of Alerton Software relative to user needs and versions supported.
- **Perform User Account Analysis of Software:**
 - User Account Analysis of Alerton Software relevant towards system security and troubleshooting purposes.
- **Verify Device Communication:**
 - All Global Controller and VLC communication status is reviewed.
 - Any issues are noted and recommendations made.
- **Perform a Battery Check of all Global Controllers:**
 - Fully charged Batteries are key to maintaining the volatile RAM in your global controllers in the event of a power failure and/or brownout.
 - Battery levels shall be checked and documented in BCMs and VLX Controllers. Controllers needing battery replacement shall be identified to owner's representative.
- **Perform Memory Analysis of all Global Controllers:**
 - Each Global Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
 - A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience "command" issues.
 - Any panels that are low on memory will be noted along with recommendations to remediate the issues.
- **Review Global Controllers Operation:**
 - Accurate and reliable operation of the Global Controllers is key to the successful operation of your facility.
 - ROC File Version is verified against most recent version and known system issues.
 - The DDC Program is verified to be running.
 - System Date/Time settings are verified.
 - Daylight Savings settings are verified.
- **Review Number of Global Controller Reboots:**
 - This service will identify excessive faults and determine stability of onsite power.
- **Review Event Log**
 - Unusual events will be noted.
 - The technician will make recommendations to address issues causing events.

- **Review System for Operator Overrides:**
 - Reports will be run to check for points in Operator Override.
 - Points in operator override cause the system to not run in “Automatic” mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
 - The technician will make a list of all points in Operator Override along with recommendations to address root cause.
- **Review Alarm Log:**
 - Points generating excessive alarms will be noted.
 - The technician will make recommendations to address root cause hardware or software issues causing alarms.
- **Review Schedules:**
 - Review equipment operation schedules and identify any anomalies.
 - The technician will make recommendations to address issues causing discrepancies with system operation.
- **Review Trendlogs:**
 - Check trend log samples processed per second.
 - Check trend log samples missed for discrepancies.
- **Review System for Failed Points:**
 - Screens will be run reviewed for failed points.
 - Failed points may be indicators of equipment / devices needing repair or of a significant database issue.
 - The technician will make recommendations to address failed points.
- **Perform General System Operational Review:**
 - While onsite and performing the above Preventative Maintenance routines the Service Technician will review the system as a whole from the Graphic Workstation and ensure the Alerton control system is operating as desired.
 - Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
 - Any discrepancies or areas of concern will be noted.
- **Perform Energy Services Operations Review:**
 - Perform general review of the system in order to identify possible energy savings and opportunities to present key energy reduction strategies to the customer.
 - Any recommendations will be noted and provided to the client.

Preventative Maintenance Action Implementation: After reviewing the Preventative Maintenance recommendations with your designated representative, Syserco will provide **one (1)** days of labor for each PM period (2 total days) to implement the agreed upon recommendations. If the identified Recommendations require more labor than allotted, the additional work can be performed on a T&M basis.

Preventive Maintenance Reports and Recommendations: Upon completion of each PM routine, a written report and presentation (a prioritized dashboard) of findings/recommendations will be provided to the appropriate Facilities personnel by Syserco’s Service Account Engineer.

Customer Support & Consulting Services

Syserco's Customer Support Services assist you and your staff in running your facility more efficiently and in fully utilizing the power of your Alerton Building Automation System.

Site Log: Syserco will provide you with a Site-Log for documentation of concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log so that our technicians are aware of items needing immediate attention.

Owner-Directed Days: Provides a vehicle for our system experts to work with your staff to ensure that your operators are properly utilizing the Alerton control system to maximize energy savings and comfort. Syserco will provide **ten (10) days** per year of pre-scheduled Operator Support to assist your staff in modifying the system, identifying, verifying and resolving issues found and/or providing supplemental training. This pre-allocated time allows you to control your operating budget while meeting your facility's changing needs. Suggestions for this scope, depending upon owners explicit needs may include:

- Site Specific Training
- Program Modifications
- Implementation of Advanced Strategies
- Graphics Modifications
- Hardware Changes
- Minor Control System Modifications
- Other Owner-Directed Services

Emergency Response Services

Technical Support / Online Response: Syserco provides our Service Agreement customers with access to a Service Response Center staffed with Factory – Trained Alerton Service Technicians during Normal Working Days between the hours of 7 AM and 4 PM. This service provides you with a direct line to skilled technicians who can provide you immediate assistance in analyzing problems and recommending solutions via telephone, modem or Internet connection to your facility. This service often eliminates the need for costly emergency onsite visits, saving you time and money.

(This agreement includes online response to assist with emergencies and troubleshooting based upon historical usage for this and similar facilities. In the event usage exceeds historical norms, Syserco reserves the right to adjust pricing to reflect actual usage.)

- The direct phone number for the **Service Response Center is 877-360-3637.**

Priority Response Time: As a Service Agreement customer, you will be given priority for “emergency” calls over non Service Agreement customers. The guaranteed response time you have selected is identified below.

Preferred Response Coverage: To reduce the costs and disruptions of system issues, we will provide Emergency Response within the following windows:

- Response window 7 AM to 4 PM regular Business Days.
- Online/Phone response within 4 hours.
- If an emergency site visit is required, we will be onsite by the Second Business Day for calls received prior to 1 PM.
- If an immediate site visit is required, a fee may be applied.
- Non-emergency issues as determined by your staff and ours, will be scheduled for the earliest next available business day.
- Labor and materials for all Emergency onsite response that occurs outside of normally scheduled service visits will be billed at your discounted T&M rate.

Premium Emergency Coverage for IT Building:

To reduce the costs and disruptions of system issues, we will provide Emergency Response within the following windows:

- Response window 24 hours per day. 7 days per week.
- Online/Phone response time within 2 hours when remote access is available.
- If a site visit is required, we will be onsite within 4 hours.
- For after-hours support you are provided a direct line to the on-call technician.
- Non-emergency issues as determined by your staff and ours, will be scheduled for the next available business day.
- Labor and materials for all Emergency onsite response that occurs outside of normally scheduled service visits will be billed at your discounted T&M rate.
- **The After Hours number is (877) 360-3637.**

Repair & Replacement Services

To help you control and plan your operating budget, Syserco provides the option for extended Repair and Replacement Coverage on all your Building Automation components and sensors. The option you have selected is checked below.

T&M System Coverage:

- Response to system failures will be on a Time and Materials basis at the preferred Service Agreement rates.
- Coverage window and response times are as per the coverage selected under “Emergency Response Services”.
- All Labor is performed on a Time and Materials basis.
- All Material replacement is performed on a Time and Materials basis.

Service Delivery & Discounts

At Syserco, we are focused on providing the highest levels of customer service and support. To achieve this, we have implemented a multi-tiered approach to service and quality assurance to ensure we deliver on this goal.

Dedicated Service Team: Syserco assigns a dedicated team to manage your complete service experience. This team consists of an Account Manager, a Service Account Engineer and at least two technicians. This dedicated Factory – Trained Service Team not only knows Alerton systems, but they know your site and its standards. Because of this knowledge we can quickly diagnose and solve control problems, thus saving hours of labor that would be required by someone less familiar with your Alerton system.

Quality Assurance: To ensure that our services are of the highest quality, Syserco utilizes a structured Quality Assurance and Customer Satisfaction System. Our team will meet with you on a regular basis to discuss our performance and your satisfaction with the services provided. These regular meetings are augmented with a formal “Customer Satisfaction Score Card” where you are given a chance to give direct feedback on the service you are provided.

Service Work-Order Documentation: All scheduled service visits include complete documentation of the services provided, findings of the technician and recommendations for improvement. Unscheduled service visits (T&M or Emergency response) will be documented by a work order form detailing the services performed, materials used and hours spent.

Discount on Labor: As a Service Agreement customer you are entitled to a **20% discount** off of our standard non service agreement Time & Material labor rates. These hourly rates apply to work beyond the scope of your Service Agreement, including system modifications, emergency response, additional training, etc. Labor rates are published and revised annually.

2020 T&M Rates - Bay Area (No Service Agreement):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$233	\$326	\$430
Service Account Engineer	\$261	\$365	\$483
Sr. Automation Engineer	\$262	\$367	\$485
Data Scientist	\$262	\$367	\$485

2020 T&M Rates - Bay Area (Service Agreement, 20% Discount):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$186	\$260	\$344
Service Account Engineer	\$209	\$292	\$386
Sr. Automation Engineer	\$210	\$294	\$388
Data Scientist	\$210	\$294	\$388

Discount on Material: As a service program customer you will receive a **60% discount** off the **Alerton and Veris** published list price schedule for parts and software sales and a **55% discount** off the **Belimo** list price schedule.

EPARTS online Parts Store Account - Syserco's parts store provides access to valves, actuators, sensors and more from hundreds of manufacturers including Belimo, Johnson Controls, and Siemens!

With over 100 million parts and a dedicated technical support hotline, find all the parts your facility needs to maintain its energy efficiency at our one-stop shop E-parts website.

For more information on Syserco's E-Parts visit:
<https://www.syserco-parts.com>

Dedicated Service Team

A major benefit of a Syserco Service Agreement derives from having our Factory-Trained Alerton professionals familiar with your facility and its systems. The Service Team assigned to your facility are specialists in maintaining and troubleshooting your significant investment. This team includes an Account Manager, a Service Account Engineer and Primary and Secondary Service Specialists.

The following team members will be dedicated to providing services within your facility:

- **Vice President of Service Operations – Nick Lombardo:** The Vice President of Service Operations is a key member of the executive team responsible for overseeing the daily operation of the entire service support team. They manage the team of technical support professionals to ensure we are providing our best customer satisfaction while we deliver world class support services to our service support program clients
- **Service Account Executive:** Your Service Account Executive works with you and your team to identify your strategic business objectives and craft custom solutions to help you meet them. They work with the Syserco Service Team to ensure service is provided in accordance with this contract and that it continues to meet your needs. Annually, the Account Executive will conduct a formal review of this agreement with your staff to discuss the services performed during the past year, to recommend improvements and options to enhance system performance, resolve operational problems, and modify our offerings as necessary to meet your changing needs and objectives.
- **Service Account Engineer:** The Service Account Engineer is a core member of the executive team responsible for building on top of our existing support offerings and delivering a consistent and high level of customer loyalty. They are a technical resource who understands the nuances of working at your site, assists with scheduling the service specialists, and works with the team and your staff on incremental system / facility improvements and upgrades. The Service Account Engineer is responsible to ensure service is provided in accordance with this contract and to continually consult with you and your staff regarding your objectives and to assist in developing a plan to reach them.
- **Primary Service Specialist:** Your Primary Service Specialist is a Factory – Trained Alerton Specialist. They are made familiar with your site, its systems and its procedures. They are assigned to execute your Preventative Maintenance Routines, Operator Coaching and other contracted services.
- **Secondary Service Specialist:** To ensure depth of coverage, Syserco assigns a Secondary Specialist who is cross-trained by the Primary Specialist in the specific intricacies of your site. In the event your Primary Service Specialist is unavailable to provide scheduled service due to sickness, vacation, etc. the Secondary Specialist acts as a backup to provide you seamless, continuous coverage.

Quality Assurance

The entire Syserco Team is focused on delivering the highest quality Systems and Services to our customers. To help us measure our ability to meet your requirements and to provide concrete feedback on our performance, the following are the agreed-upon performance criteria that will be used to determine if we are meeting your expectations. Measurements will be taken on an **annual** basis.

Customer Satisfaction Score Card Example:

5 = Extremely Satisfied		4 = Satisfied		3 = Neutral		2 = Unsatisfied		1 = Extremely Unsatisfied			
Please select a minimum of three criteria in which Syserco's performance will be evaluated for this Service Agreement							Circle your answer				
1)							1	2	3	4	5
2)							1	2	3	4	5
3)							1	2	3	4	5
4)	Overall, how satisfied are you with Syserco's ability to meet your needs and expectations on this service agreement?						1	2	3	4	5

Additional Comments:

Syserco Employee Name

Customer Name

Date

Signature Page & Pricing Summary

By and Between:

Syserco Inc,
215 Fourier Avenue
Fremont, CA 94539

Chabot Las Positas Community College District
3000 Campus Hill Drive
Livermore, CA 94551

Syserco shall provide the services as outlined in this proposal dated **4/30/2020** and the following Terms and Conditions.

Services shall be provided at: **Las Positas Community College – 3000 Campus Hill Drive, Livermore, CA 94551**

The proposed pricing for these features is based upon a three year program with two additional option years, billed quarterly in advance. This agreement shall remain in effect for an original term of three (3) years beginning July 1, 2020 and from year to year thereafter, with the option of two (2) additional years.

This agreement may be modified at any time during the program period to meet the changing needs of your facility with a 60 day written notice to Syserco.

Service Agreement Pricing:

Scope Item:	Year 1: 7/1/2020 – 6/30/2021:	Year 2: 7/1/2021 – 6/30/2022:	Year 3: 7/1/2022 – 6/30/2023:	Year 4 Option: 7/1/2023 – 6/30/2024:	Year 5 Option: 7/1/2024 – 6/30/2025:
Base	\$ 48,483.00	\$ 50,301.00	\$ 52,188.00	\$ 54,145.00	\$ 56,175.00

Billing Cycle: Annual in advance. Semi-Annual in advance. Quarterly in advance.

Prices quoted in this proposal are valid for 30 days. By signature below this proposal is hereby accepted, Customer agrees to enter into the Service Agreement (as described in the attached Terms and Conditions), and Syserco is authorized to proceed with the work.

<p>Accepted By: Chabot Las Positas Community College District 3000 Campus Hill Drive Livermore, CA 94551</p>		<p>Submitted By: Syserco Inc. 215 Fourier Ave. Fremont, CA 94539</p>	
<p>Approved by (Signature): _____</p>	<p>Submitted by (Signature): _____</p>	<p>Approval Name: _____</p>	<p>Name: _____</p>
<p>Approver Title: _____</p>	<p>Title: _____</p>	<p>Approval Date: _____</p>	<p>Date: _____</p>

TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of Syserco, Incorporated's Building Automation Service Agreement ("Proposal"). The portions of the Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), the Signature Page/Pricing Summary, the List of Maintained Equipment, the Service Coverage report, together with these terms and conditions, are collectively referred to as the "Service Agreement."

Article 1: General

1.1 a) The Service Agreement, when accepted in writing by the Customer and approved by an authorized representative of Syserco, Inc. shall constitute the entire, integrated, and exclusive agreement between the parties relating to this Service Agreement for the equipment and software identified in the List of Maintained Equipment ("Equipment") or the Service Coverage Report attached to this Service Agreement, and shall supersede and cancel all prior or contemporaneous agreements and understandings, written or oral, relating to the subject matter of the Service Agreement. The Service Agreement and any rights or obligations there under may not be assigned by either party without the advance written consent of the other.

(b) This Service Agreement shall not be modified except in writing, signed by an authorized representative of Syserco, Inc. Syserco Inc.'s performance under this Service Agreement is expressly conditioned on Customer's assenting to all of the terms of this Service Agreement. Any different or additional terms contained in any writing at any time submitted or to be submitted to Syserco Inc. by Customer relating to this subject matter are not part of and do not in any way effect, modify, amend, or waive the terms of this Service Agreement.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

1.2 This Service Agreement shall automatically renew for successive one (1) year periods on the day of expiration of the Service Agreement on its terms, and every year thereafter, unless stated otherwise in the Service Agreement.

1.3 Either party may terminate or amend this Service Agreement by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.4 This Service Agreement shall be governed by and enforced in accordance with the laws of the State of California.

1.5 During the term of, or within 180 days after the termination of this Service Agreement, Customer shall not (1) solicit any Syserco employee or (2) hire any Syserco employee who performed work under this between Customer and Syserco. Syserco represents, and Customer acknowledges, that Syserco has a substantial initial and on-going business investment and interest in its employees who perform services for Customer, and Customer acknowledges that it would be enriched by the hiring of a highly trained employee that Customer did not have to incur the cost to train. Syserco's training of such employee(s) can take up to three years of employment, during which time Syserco earns little, if any, return on its investment in the employee(s) since they cannot be deployed separately and must be accompanied and overseen by appropriately trained senior employees, and loss of such employee(s) represents a substantial lost opportunity cost to find replacement employee(s) and properly train and educate them to provide services to other Customers. Syserco's damages caused by Customer's breach of clauses (1) or (2), above, include the salary paid to train and educate its employee(s), as well as the lost opportunity costs, i.e., the inability to service customer accounts with a single trained and educated employee, during such training period. Liquidated Damages, not by way of penalty but by way of the Parties' reasonable estimate of the damage to be caused to Syserco by breach of clauses (1) or (2), above, shall be in the amount of the annual base salary times a multiplier of 1.30 (to cover the value of benefits provided) of the Syserco employee.

1.6 Customer will designate in writing a contact person with authority to make decisions for Customer regarding the Service Agreement. Customer will provide Syserco, Inc. with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for service received from a person located at Customer's premises will be deemed authorized by Customer, and Syserco, Inc. will, in its discretion, act accordingly.

1.7 Syserco, Inc. will be permitted to control and/or operate all Equipment necessary to perform the Service Agreement.

Article 2: Equipment Testing, Inspection and Maintenance

2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this Service Agreement or the first scheduled inspection, Syserco, Inc. will have inspected all the Equipment listed for coverage.

2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. Syserco, Inc. will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original (significant capital improvement compared to the original means any Equipment which has exceeded 25% of its expected useful life). Exchanged components become the property of Syserco, Inc.

Article 3: Charges, Fees and Invoices

3.1 Payments to be made under this Service Agreement will provide for, and be in consideration of, only services specifically included under the Proposed Solution. All other services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency services performed at Customer's request, if inspection does not reveal any deficiency covered by this Service Agreement; (b) services performed other than during Syserco Inc.'s normal working hours; (c) additional services requested by Owner outside the scope of this Service Agreement; and (d) service performed on equipment not covered by this Service Agreement.

3.2 Invoices are due upon receipt. If any payment is not received when due, Syserco, Inc. may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of services and acceleration of payments.

Article 4: Warranty/Claims

4.1 Syserco warrants: (a) that up to one year from either the date of this Service Agreement or the date the Equipment is installed under this Agreement, whichever first occurs, all equipment manufactured by Syserco, Inc. or bearing its nameplate will be free from defects in material

and workmanship arising from normal use and service; (b) Syserco labor for all services under this Service Agreement for 90 calendar days after the work is performed. Syserco's warranty shall not apply and is waived in the event of misuse, neglect, inadequate maintenance, or improper operation. Syserco's warranty is expressly limited to its own labor and the Equipment (and includes Syserco's labor for removal and reinstallation of the affected Equipment and subsequent testing of the replaced equipment). Syserco's warranty does not cover any other costs to get to the Equipment, removal and replacement or repair to the work of others or finishes, testing, inspection, consequential damages, indirect damages, loss of use, overtime or increased or additional labor costs, Customer's administrative expenses, or damages or losses of persons or entities other than Customer. Customer shall provide Syserco prompt and reasonable notice and opportunity to inspect and repair any allegedly defective work before undertaking to repair same by itself or with the assistance of others.

4.2 The limited warranties set forth in Section 4.1 will be void as to, and Syserco does not warrant for any reason, any Equipment (i) repaired, altered or improperly installed by any person other than Syserco, Inc. or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Syserco, Inc., the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of or any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by Syserco, Inc. or not bearing Syserco Inc.'s nameplate.

4.3 Syserco, Inc. will indemnify Customer from and against damages for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder or for economic damages. Such indemnification shall be solely to the extent directly caused by Syserco, Inc. or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of services hereunder, and then only for that part or proportion of any damage caused by Syserco. Syserco Inc.'s obligations under this indemnity provision shall not extend to damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than Syserco, Inc.

4.4 Customer will indemnify Syserco, Inc., from and against damages for personal injury or for Customer's or its employees', consultants', or agents' interference with, or disruption of, Syserco, Inc.'s performance of this Service Agreement. Such indemnification shall be solely to the extent directly caused by Customer or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with Syserco, Inc.'s performance of services hereunder, and then only for that part or proportion of any damage caused by Customer.

4.5 Syserco, Inc.'s liability to Customer related to or arising out of this Service Agreement is expressly limited to actually incurred and direct losses, claims, expenses and damages. Syserco, Inc. shall in no event be responsible for incidental, consequential, punitive, exemplary or special damages, including without limitation lost profits, interest, damage to reputation, loss of use of capital, and/or lost business opportunities, whether arising in warranty, late or non-delivery of any Equipment or Services, tort, contract or strict liability, and regardless of whether Syserco, Inc. has been advised of the possibility of such damages. Syserco, Inc.'s liability shall not include any claim, loss, or damage related to or arising out of any failure to achieve or maintain any green building or environmental goals, points or incentives.

4.6 Attorney's Fees. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party

Article 5: Customer Responsibilities

5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.

5.2 Customer will promptly notify Syserco, Inc. of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any services.

5.3 Customer will provide Syserco, Inc. with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

Article 6: Limitations of Maintenance or Service Obligations

6.1 Syserco, Inc. will not be responsible for the maintenance, repair or replacement of, or services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. Syserco, Inc. assumes no responsibility for any service performed on any Equipment other than by Syserco, Inc. or its agents.

6.2 Syserco, Inc. shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.

6.3 Syserco, Inc. is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

6.4 Syserco, Inc. shall not be responsible for the removal or reinstallation of replacement valves, dampers, water flow and tamper switches required from pipes and duct work including any venting or draining systems.