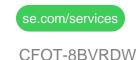


Statement of Work

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Prepared by Critical Power & Cooling Services

Scope: On-demand Services







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1.0 Executive Summary

The Schneider Electric Preventive Maintenance for Cooling is part of our on-demand services and delivers multiple Maintenance Services intervals dependent on the requirements of the equipment (annual, semi-annual, quarterly and monthly visit), including operational consumables.

- ✓ Please refer to Operation and Maintenance manual for each specific unit for the specific scope of the maintenance visits.
- ✓ Please refer to "Assumptions & Exclusions" for specific terms or exclusions



2.0 Features & Benefits

Features	Benefits
Customer Resources Optimization	Allow Customer resources to concentrate on core business objectives.
Availability	Help to reassure the Customer that the system is operating at peak efficiency
Agility	Perform adaptable preventive maintenance visits to support Customer's uptime requirements.
Total Cost of Ownership	Manage routine maintenance, consumables at fixed cost.
Qualified Representatives	Help assure system availability through preventive maintenance conducted by qualified Schneider Electric Services representatives.
System Performance Check	Keep the cooling system performing to manufacturer specifications for optimum availability.
Documentation	Help ensure all action items are completed by supplying a site form of the preventative maintenance activities.
EcoStruxure™ IT Free ⁽¹⁾	EcoStruxure IT Free brings "you" visibility into your critical data center equipment. Get access to your IT physical infrastructure inventory at anytime from anywhere and understand the overall health of your connected equipment from any device. EcoStruxure IT Free consists of a software gateway, a mobile app, a cloud-based account to store your data and a web interface to visualize your data. EcoStruxure IT is complimentary for all Schneider Electric Customers and is also the cloud-based platform for EcoStruxure Asset Advisor (remote monitoring service) and EcoStruxure IT Expert (monitoring software).

⁽f) EcoStruxure IT Free is only available on networked equipment or if there is a management device. Geographical restrictions apply. Please verify availability with your local Schneider Electric Services Representative.



3.0 Details of Service

3.1 Preventive Maintenance - Service Deliverables

The Preventive Maintenance Service provides a thorough examination of your system to help ensure continued optimal performance. Please refer to the operational and maintenance manual for specific details on the scope.

Please refer to the "Operational and Maintenance Manual" of the specific unit, for specific details on the scope of each maintenance.

According to each Preventive Maintenance Service plan, Schneider Electric performs:

Annual Maintenance Service

✓ 1 visit per year according to the specific unit "Operation and Maintenance Manual" – "Annual Preventive Maintenance"

Semi-Annual Maintenance Service

2 visits per year with the following specifications:

- ✓ 1 visit according to the specific unit "Operation and Maintenance Manual" "Annual Preventive Maintenance"
- ✓ 1 visit according to the specific unit "Operation and Maintenance Manual" "Semi-Annual preventive maintenance"

Quarterly Maintenance Service

4 visits per year with the following specifications:

- ✓ 1 visit according to the specific unit "Operation and Maintenance Manual" "Annual Preventive Maintenance"
- ✓ 1 visit according to the specific unit "Operation and Maintenance Manual" "Semi-Annual preventive maintenance"
- ✓ 2 visits according to the specific unit "Operation and Maintenance Manual" "Quarterly preventive maintenance"

Monthly Maintenance Service

12 visits per year with the following specifications:

- √ 1 visit according to the specific unit "Operation and Maintenance Manual" "Annual Preventive Maintenance"
- ✓ 1 visit according to the specific unit "Operation and Maintenance Manual" "Semi-Annual preventive maintenance"
- ✓ 2 visits according to the specific unit "Operation and Maintenance Manual" "Quarterly preventive maintenance"
- √ 6 visits according to the specific unit "Operation and Maintenance Manual" "Monthly preventive maintenance"

Please refer to "Operation and Maintenance Manual" for specific tasks and "Assumptions & Exclusions" for terms or exclusions.



3.2 EcoStruxure IT Free & the Remote Monitoring Solutions - Service Deliverables

Customers buying the "Preventive Maintenance for Cooling" have access to EcoStruxure IT Free. EcoStruxure IT Free is a modern cloud platform that connects the devices supplied by Schneider Electric and other vendors to the cloud for instant access from anywhere.

The connection to EcoStruxure Asset Advisor for secure power & cooling is done through EcoStruxure IT Gateway (free downloadable software, available also as a hardware appliance, sold separately). Data transmission is outbound only, using safe, industry standard protocols for the connection. The local gateway encrypts all data, before sending it to the cloud account where is available to be accessed by the Customer through a web interface or a mobile app. Once the asset is connected, the Customer can see and organize the asset and its information, like serial number, product name, etc.

3.3 Upgrading to EcoStruxure Asset Advisor for secure power & cooling or EcoStruxure IT Expert

When the asset is connected, the Customer has the option to upgrade to two different remote monitoring service & software solutions:

- EcoStruxure Asset Advisor for secure power & cooling: cloud-enabled remote monitoring service by the Connected Services Hub

 Thanks to EcoStruxure Asset Advisor for secure power & cooling, a dedicated team in
 - Schneider Electric will monitor your critical power infrastructure 24/7, managing or troubleshooting any incident from start to end; and
- EcoStruxure IT Expert: cloud-enabled remote monitoring software by Customer or Partner EcoStruxure IT Expert, cloud-based vendor agnostic software, provides you with full wherever-you-go visibility of your IT physical infrastructure and proactive recommendations on how to improve its performance thanks to big-data analysis. You can use it by yourself or with your preferred partner.

Activities	Description
Alarms and Live Data on EcoStruxure IT app	Always connected to "your" physical infrastructure, showing live data and device details directly on your mobile.
24/7 Remote Monitoring	Schneider Electric will remotely monitor all connected physical infrastructure devices 24 hours a day, 7 days a week, 365 days a year.
Alarm Notification	Schneider Electric will provide immediate notification (based on network latency and polling intervals) via phone, and/or message via EcoStruxure IT app, with specific recommendations, enabling a timely and informed choice of action during critical incidents.
Monthly Report Delivery	Schneider Electric will deliver a regular report with key metrics on connected devices, including incidents and alarms and current and expected lifespan for the physical infrastructure.

The specific activities of the EcoStruxure Asset Advisor for secure power & cooling service are listed below: For more information EcoStruxure Asset Advisor, please visit https://ecostruxureit.com/ecostruxure-asset-advisor/



4.0 Assumptions & Exclusions

4.1 Assumptions

The successful performance of the tasks defined in this Statement of Work is based on the following key assumptions, which are agreed to by Schneider Electric Services.

4.1.1 Time, People & Location (2)

- The system must be installed in an environment that adheres to manufacturer specifications;
- Services performed on site by Schneider Electric Services will be executed during Schneider Electric business hours unless otherwise requested by the Customer. Those hours are Monday through Friday from 8am to 5pm weekly, local time, unless otherwise specified;
- All services are performed on site by qualified Schneider Electric Services representatives.
- Schneider Electric will provide Services with respect to equipment and assets that are inside the Service Area. "Schneider Electric Services Area" means a location that is within (i) one hundred (100) miles or one hundred and sixty (160) kilometers radius of a Schneider Electric Services' location; and (ii) the country in which the Installation site is located, unless otherwise defined in the governing agreement with Schneider Electric, in which case the definition in the governing agreement prevails;
- Geographical restrictions may apply. Some aspects of the service definition presented in this document
 may vary by location. In the case of a conflict between the service definitions contained in this Statement
 of Work and the local service definitions will prevail. For more information, please refer to your
 Schneider Electric Services sales representative; and
- This service applies to a Customer location with standard site and product access. Our services assume continuous uninterrupted and unobstructed access to the equipment, standby time may be chargeable.

4.1.2 Services Activities & Upgrades

- Preventive Maintenance upgrades to 24/7 are available.
- The complete preventive maintenance check may require the system to be shut down.
- Services obtained from any Schneider Electric partner or reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Schneider Electric Services Solutions on this document. Please contact the reseller or the local Schneider Electric sales representative for additional information on Schneider Electric Services Solutions on Products obtained from a reseller;
- Schneider Electric Services will define with the Customer the best approach to find a solution and reserves the right not to execute any modification outside of its defined scope of responsibility;
- The end user is responsible for ensuring that one staff member is always on duty, available to be contacted for an incident;
- The end user is responsible for putting all prerequisites in place to enable their devices to be connected to EcoStruxure Asset Advisor for secure power & cooling;
- EcoStruxure Asset Advisor for secure power & cooling, cloud-enabled remote monitoring service, is not
 available in all locations. Please consult with your local Schneider Electric Services sales representative
 for availability in your area;
- EcoStruxure Asset Advisor for secure power & cooling refers only to a remote monitoring service;
- The Terms and Conditions of EcoStruxure Asset Advisor for secure power & cooling are available here.
- The connection to EcoStruxure Asset Advisor for secure power & cooling is done through
 EcoStruxure IT Gateway (free downloadable software, available also as a hardware appliance, sold
 separately);

⁽²⁾ All assumptions that refer to reaching a location within a certain time are subject to local variation. Please contact your local Schneider Electric Services sales representative for further information.



- EcoStruxure Asset Advisor for secure power & cooling is only available if EcoStruxure IT is installed and configured accurately;
- EcoStruxure IT mobile app must be installed and enrolled at this <u>link</u> to activate the cloud-enabled remote monitoring service; and
- EcoStruxure Asset Advisor for secure power & cooling is operational once the Customer is contacted and validated by the Connected Services Hub, remote monitoring team.
- If applicable, External Condenser for Uniflair Inrow and Uniflair Inroom units are included in the scope of the Preventive Maintenance service.

4.2 Exclusions

Any items not expressly included in this offer for the Services will be subject to a specific quotation from Schneider Electric and will be charged in addition subject to agreement with the Customer. This includes, for instance, but is not limited to:

4.2.1 Additional Scope of Work not expressly included in the order/contract

- Safety officer or security escort charges;
- Costs and charges associated with switching and isolation operations;
- Additional type test, test or FAT with reports or other reports outside the Schneider Electric standards; or any specialized testing and commissioning;
- Repair of damage caused by abuse, misuse, improper storage conditions, lack of maintenance, maintenance not in accordance with Schneider Electric/the manufacturer's instructions, non-compliance with Schneider Electric instructions for installation or energizing, mechanical, electrical or electronic overload or other events outside Schneider Electric's control;
- Replacement or repair work resulting from normal wear-and-tear of equipment, damage or accidents
 owing to insufficient monitoring of the equipment or use that is non-compliant with the purpose of the
 equipment and/or Schneider Electric/the manufacturer's instruction;
- Cabling or wiring external to equipment;
- Software programing and configuration, including EcoStruxure IT Gateway;
- Process design, civil and other mechanical works;
- Remedial spare parts-or other materials and related labor and travel costs
- Compressor oil or filter drier(if applicable);
- Removal and disposal of legacy equipment;
- Support for third-party equipment;
- Intervention in a different location than planned;
- Adaptations required due to insufficient nature of, or error in, the information sent by the Customer, a change to the location of the equipment or its environment;
- All on-site support dispatch service, resulting from EcoStruxure Asset Advisor for secure power & cooling
 remote monitoring service are governed by a dedicated Statement of Work which is not included in this
 Statement of Work and will be charged following our standard pricing list. Please refer to your
 Schneider Electric Services sales representative for more information;
- Equipment not provided by Schneider Electric Services. Examples include, but are not limited to:
 - Third-party components;
- Everything not included in the Preventive Maintenance scope
- The preventive maintenance scope refers to standard units: any extra maintenance activity due to "Engineering to order" features is excluded and may need to be quoted separately
- Chemical analysis of the water (if applicable).
- Spare parts (or other materials), labor and travel costs for (if applicable):



- Safety Valve replacement (when applicable) due to Pressure Equipment Directive (PED) 97/23/EC
- Any required Gas leakage sensor calibration due to F-GAS regulation No. 517/2014 and later version
- Spare parts (or other materials), labor and travel costs due to specific regulation requirements not in the scope of the Preventive Maintenance Plan or in the Operation and Maintenance manual.

4.2.2 Additional time or fee not planned to access or exit from Customer site

- Delay in gaining access to or obtaining work permits for the utility substation or other aspects of the site;
- Delays incurred due to compliance with exceptional background check requirements or due to required medical or drug tests;
- Additional health and safety, environmental or security requirements at the Customer's site which were not previously agreed to Schneider Electric;
- Induction, Safety or Cybersecurity training longer than planned;
- Access to final on-site destination longer than 30 minutes from gate to the equipment; and

4.2.3 Stand by time/Waiting Time more than 30 minutes unless caused by Schneider Electric

- Unavailability of Customer or its third-parties required for the performance of the services;
- Unavailability of equipment, tools, hardware, software, internet connectivity, or office space required for the performance of the services;
- Cancellation or postponement of the services by the Customer (unless in accordance with the contract with Schneider Electric); and
- Delay or unavailability of transport either when not organized by Schneider Electric or outside of Schneider Electric's control.

4.2.4 Extra working hours not included in order/contract

- Schedule modification or acceleration plan requested by the Customer;
- · Delay in decisions and approvals by the Customer; and
- · Delay or unavailability of accurate and complete information as requested by Schneider Electric.

4.2.5 Other circumstances that increase the time or costs of performing

- Other events or circumstances outside of Schneider Electric's reasonable control which increase the time or costs of performing the services.
- Any additional activities required as a result of local regulations are not included in the scope of this service.

4.2.6 Service contracts on obsolete products, spares availability

- Pls note that for those products that are no longer being actively produced there may be limitations
 regarding the availability of spare parts. Pls discuss the coverage you require and spare parts availability
 with your local Services Representative.
- For those products where spare parts are no longer available service contracts including preventive maintenance and remedial services, including break fix, will no longer be made available. Pls speak with your local service sales representative to discuss your modernization options.

Please contact your local Schneider Electric Services sales representative for clarification.



5.0 Scope of Responsibility

The items stated here are responsibilities of both Schneider Electric Services and the Customer.

5.1 Schneider Electric Services Responsibilities

- Schedule qualified and approved representatives to perform services;
- Meet the pre-determined scheduled service date;
- Perform all the Preventive Maintenance Services activities listed in this Statement of Work according to the O&M manual specification (except the above exclusions);
- Perform services to manufacturer specifications;
- Conform to local health and safety regulations;
- Meet manufacturer and Customer safety requirements;
- Inform and provide recommendations to the Customer about any action items not included in this Statement of Work;
- As part of the Preventive Maintenance for Cooling:
 - Identify and document open Schneider Electric Services and/or Customer issues; and
 - Provide a signed copy of the Preventive Maintenance for Cooling site and maintenance forms to the Customer.

5.2 Customer Responsibilities

- Prior to order, inform Schneider Electric Services Sales of any special site conditions that could prohibit
 the successful execution of this standardized service, i.e., security clearance, site access requirements,
 unions, no truck access, no loading dock, no elevator access, no inside moving equipment available, etc.;
 Once agreed upon with Schneider Electric Services Sales, acceptable special site conditions must be
 clearly identified on the customer Purchase Order;
- Provide dates and times when the scheduled work can be performed;
- Provide Schneider Electric with 5 business days' notice of any required reschedule;
- Facilitate site access for Schneider Electric Services representatives including (if applicable) access to the external condensers
- Provide a suitable path within the building to relocate the components from the dock to the Cooling system location.
- Provide a suitable location for the staging of the old components nearby the Cooling -system location.
- If possible and available, allow the use of customer on site moving equipment, such as, moving dolly, two wheeled truck, pallet jack, etc.
- · Provide a named resource for scheduling of the services;
- Notify Schneider Electric Services representatives of any security clearance and/or safety training and equipment requirements in advance of arrival;
- Ensure safety plan is in place prior to intervention;
- Set-up EcoStruxure IT Free and maintain the contact list on the web profile;
- Provide a point of contact during time of service;
- Provide a point of contact at the completion of service to sign off on completed work;
- Provide the name of the project manager (if applicable);
- Schneider Electric will make multiple attempts to proactively contact the Customer to schedule
 maintenance services due. However, it is finally the Customer's responsibility to ensure all services due
 are scheduled in advance of contract expiration.



6.0 Project Work Details

The project work details listed below are provided by Schneider Electric Services for the Customer regarding services date, place and completion criteria.

6.1 Schedule

Actual set dates will be discussed and approved between Schneider Electric Services and the Customer.

6.2 Location

The location of this service will be on-site and will be agreed to by Schneider Electric Services and the Customer prior to the service delivery.

6.3 Completion Criteria

Schneider Electric Services is expected to have finished its written duties when any of the following occurs:

- Schneider Electric Services completes all the tasks described in Section 3.1 of this Statement of Work document; and
- 2. This service and Statement of Work are terminated for other reasons within the Service Customer Agreement.

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