



EATON 3 PHASE UPS SERVICE PROTECTION PLAN (USA) Eaton 93PM 9315, 9390, 9395 Power Xpert® UPS Models

SERVICE PROTECTION PLAN: This Service Protection Plan (this “Service Plan”) applies only to the original end-user (the “End-User”) of any Eaton Corporation (“Eaton”) 3 Phase UPS Product (individually and collectively, the “Product”) and cannot be transferred. This Service Plan applies even in the event that the Product is initially sold by Eaton for resale to an End-User.

COVERAGE PERIOD: The period covered by this Service Protection Plan is twelve (12) months from the date of installation (factory startup) of Product.

WHAT THIS SERVICE PLAN COVERS:

ON-SITE PARTS AND LABOR COVERAGE/RESPONSE

Eaton shall provide 7x24 coverage and will arrive at the equipment’s location within eight (8) CPM hours following Customer’s request for warranty related support, provided the Installation Location is within one hundred (100) miles of a Eaton service location. Refer to the Limited Factory Warranty for Eaton 3 Phase Products. This coverage and response may be upgraded for an additional charge (based on availability).

eNotify REMOTE MONITORING AND DIAGNOSTIC SERVICE

Eaton shall provide remote monitoring service via an Eaton supplied Power Xpert® connectivity card or equivalent and an Environmental Monitoring Probe (EMP). End User needs to supply an email connection cable (CAT5 twisted pair Local Area Network/Ethernet type or equivalent) to support communication via email to Eaton’s Customer Reliability Center. End User is responsible for the cost and support of this connection, both installation to the UPS location (and conduit to the UPS if required), battery cabinet and on-going support. End User must also provide to Eaton Internet Protocol (IP) address information required to perform remote monitoring.

Eaton’s obligation shall be to perform remote monitoring start-up and validation of the remote monitoring system.

By permitting remote monitoring, End User acknowledges that Eaton may collect certain company specific (including information about End User that may be proprietary or confidential) and aggregate information about the End User’s use of, and interaction with, the Product (“Company Specific Information” and “Aggregate Information” respectively). Eaton will not disclose company Specific Information to third parties without end-user’s written consent unless such Company Specific Information has been stripped of all identifiable, proprietary or confidential information (“Anonymized Information”). Anonymized and Aggregate Information may be used by Eaton for analysis and trending purposes and disclosed to third parties for purposes of comparisons and reliability reporting.

Remote monitoring shall include notification of critical alarms, a monthly report summarizing alarms and important data relevant to UPS, battery or system performance. Eaton makes no warranty regarding, and has no obligation with respect to, the accuracy, completeness or omissions of any data, analysis or recommendation contained within this report. The End User must use reasonable judgment in interpreting this data and contact his or her local Eaton sales representative or Eaton Technical Support at the addresses below with any questions.

Eaton shall make reasonable efforts to complete this remote monitoring. **It is End-user’s sole responsibility to contact Eaton to perform the remote monitoring.** If Eaton is required to make multiple site visits to complete installation due to the fault of End-user, additional time and material charges may apply.

TECHNICAL SUPPORT

Eaton shall provide 7x24 technical support response via its 800/843-9433 Customer Reliability Center.

LIMITATION OF LIABILITY: In no event shall Eaton be liable for any indirect, incidental, special or consequential damages of any kind or type whatsoever, or based on any claim or cause of action, however denominated. Eaton shall not be responsible for failure to provide service or parts due to causes beyond Eaton's reasonable control. In no case will Eaton's liability under this Service Plan exceed the replacement value of the Product.

COSTS NOT RELATED TO COVERAGE: End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms hereof, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Cost for replacement equipment, installation, material freight charges travel expenses and labor of Eaton representatives outside the terms of coverage under this Service Plan will be borne by the Purchaser or End-User.

OBTAINING SERVICE. Inside the USA, call Eaton 7x24 at 800-843-9433. Outside of the USA, call your local Eaton sales or service representative, or call the Eaton international customer support line in the USA at 919-870-3028. For comment or questions about this Service Plan, write to the Customer Quality Representative, 3301 Spring Forest Road, Raleigh, North Carolina 27616 USA.