

Eaton UPS PowerTrust Ultra Service Plan Scope of Work (SOW) Attachment R-23

The terms and conditions in this SOW are in addition to and are incorporated by reference into the T-0 Service Agreement – Terms and Conditions (“Service Agreement”). Terms that are capitalized in this SOW shall have the same meaning ascribed to them in the Service Agreement, unless stated otherwise in this SOW. In case of any conflict between this SOW and the Service Agreement, the terms and conditions of this SOW shall control.

This SOW is shared by various power quality equipment types. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required. All checks or processes may not be applicable to all equipment types or models.

- 1. Electronics Corrective Maintenance Coverage:** Inspection and repair of the electronic portion of the UPS (or other equipment type), or “Power Module” shall be performed as needed during the contracted period of maintenance at no extra charge to Customer. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Power Module, travel expenses, all necessary parts replacement, adjustments and repairs. If the Customer maintains Eaton spare parts at the maintenance site, Contractor may, at its option, use those spare parts in the performance of Corrective Maintenance and shall replace the spare parts, which it so uses, at no cost to the Customer. **Exclusions:** certain wear parts are excluded from electronics corrective coverage including batteries and full capacitor replacement. All Corrective Maintenance to Battery System, if any, will be in accordance with battery manufacturers’ warranty or separate agreement, if any. For Flywheel coverage: any failure due to lack of recommended bearing replacement, vacuum pump replacement (or “major maintenance” per manufacturer recommendation) will not be included under corrective maintenance coverage and will be billable at current time and material rates. Eaton 9390 and 9395 UPS models have a special policy on capacitor replacements: DC electrolytic capacitors are eligible for inspection and repair at no extra charge (excludes oil filled AC and DC capacitors). In the 9390 and 9395 models, only the oil filled AC and DC capacitors will be recommended for replacement cycles.
- 2. Battery Corrective Maintenance Coverage (Limited to 9155 UPS and BladeUPS):** Inspection and repair of the internal battery portion of the UPS (or other equipment type), or “Internal Battery” shall be performed as needed during the contracted period of maintenance at no extra charge to Customer. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance to the Internal Battery, travel expenses, all necessary parts replacement, adjustments and repairs. External battery coverage, if applicable, must be purchased separately if external batteries or battery cabinets exist.
- 3. Preventive Maintenance:** One (1) annual 7x24 UPS Preventive Maintenance Visit with on-site inspection of batteries. Calibration of all metering and protective features. Functional testing of all transfer conditions. Inspection of online performance and equipment history. Examination of interfaces to other Powertrain equipment. Visual inspection of batteries, battery environment, and battery monitoring system. Review of monitoring reports. Written evaluation providing a record of equipment performance. Contractor will perform the Preventive Maintenance at the time requested by Customer. See Attachment R-2.

4. **PredictPulse™ Remote Monitoring & Management Service** - Contractor will provide remote monitoring service of subscribed Customer Equipment. The PredictPulse™ remote monitoring service includes the collection of status, alarm, and performance information and data from network-connected Covered Equipment, and the analysis and monitoring of such information and data to provide alarm notifications and reports to Customer. See **Attachment R-32, PredictPulse Remote Monitoring Service Scope of Work**.
5. **Battery Monitoring & Diagnostic Service:** End User is required to have fully functional battery monitoring system already installed and operational or purchased with PowerTrust™ Ultra Service Contract. Contractor will provide Battery Remote Monitoring Service. This service will only be available if customer provides and supports a CAT5 LAN/Ethernet cable connected to an email server (along with necessary IP addresses to facilitate one-way connectivity). Contractor will notify Customer contact when a major alarm occurs. A web-accessible Monitoring Summary Report will be available online to customer contact. Reference Schedule R-24.

Contractor'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 Contractor 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. Aggregate Information may be used by Contractor for analysis and trending purposes and disclosed to third parties for purposes of comparisons and reliability reporting.

Remote monitoring shall include a web-accessible report summarizing alarms and important data relevant to battery system performance. Contractor 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 Contractor Technical Support with any questions.

6. **7x24 Technical Support:** technical support via telephone or email to Eaton shall be available to answer product or support questions.
7. **Discounts on spare part kits and upgrades:** Contractor will provide a 30% discount on time and material services, optional spare part kits (not individual parts) and any field upgrade or modification performed by Eaton.
8. **Partial Battery Replacements:** If Partial Battery Replacement option is purchased, Contractor will provide replacement batteries for up to 10% of the total number of batteries per UPS system covered under contract during the 5-year term (not 10% per year). This includes replacement of batteries upon failure as defined at the discretion of Contractor. Service coverage includes EPA-approved battery disposal, parts, labor, and freight. Partial Replacement Coverage only includes Valve Regulated (sealed) Lead Acid batteries; partial replacement option does not apply to Flooded Lead Acid (wet cell) batteries.

Labor coverage will match the duration of parts coverage offered by Contractor. At completion of warranty term, Contractor will cover up to 10% of the total number of batteries per UPS system covered under contract during the 5-year term.

Example:



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- Customer purchases a new Eaton UPS with new Eaton PWHR12500W4FR batteries
- Supplier's coverage applies for first 3-years parts and 1-year labor
- Under PowerTrust Ultra with Partial option, supplier's coverage is extended to 3-years parts and labor
- From years 4 and 5 Eaton will provide up to 10% battery replacement per UPS system covered under contract during the 5-year term
- At completion of 5-year PowerTrust Ultra contract, battery replacements are at customer's expense unless a new contract is purchased

Partial Battery Coverage shall not apply:

- If Customer attempts and If the battery system is repaired, maintained, or modified by any person other than authorized service representative
- If battery failure occurs as a result of End User delays in scheduled service or maintenance
- If battery system has been subject to misuse, negligence, accident, acts of nature, or unapproved or improper operation
- If operating conditions, environment, and maintenance is not in accordance with the manufacturer's recommendations

Contractor shall not be responsible for failure to provide parts due to causes beyond Contractor's reasonable control, such as battery model being discontinued by manufacturer.

Decision to replace the batteries will be at the sole discretion of Contractor and based on performance requirements as defined by Contractor.

9. **Contract Term and Battery Monitoring Equipment**

Option A. Eaton CELLWATCH provided under PowerTrust Ultra service contract:

PowerTrust Ultra (with CELLWATCH included) requires a 5-year contract commitment by End User. In the event that the contract is cancelled by End User prior to the completion of the 5-year term:

- End User will pay a 5-year pro-rated penalty based on Eaton's current list price for a CELLWATCH system including installation. Pro-rated calculation is over 5-years on a straight line basis, with 100% of CELLWATCH system list price due to Eaton if cancelled in year 1 and 20% of CELLWATCH system list price due to Eaton if cancelled in year 5.

Inspection and repair of the CELLWATCH system shall be performed as needed during the 5-year contract term after Start-Up date at no charge (labor only) to Customer. Remedial maintenance provided by Contractor shall include, and be expressly limited to, maintenance for ordinary wear and tear to the CELLWATCH system, travel expenses, adjustments and repairs (parts not included). CELLWATCH labor coverage shall be void if batteries, which are monitored by CELLWATCH, are replaced by an entity that is not authorized by the Contractor.

The Customer shall, from the commencement date of the Service Agreement, maintain the CELLWATCH system in accordance with the published operating specifications for the CELLWATCH system at the time of purchase.

CELLWATCH title and risk of loss: Each article sold by Contractor to Customer shall pass to the Customer upon delivery at F.O.B. point.

Option B. Battery Monitoring Equipment separately purchased:



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PowerTrust Ultra (without CELLWATCH included) does not require a 5-year contract commitment by End User. Eaton will conduct a Pre-Contract Site survey to determine if the battery monitoring system is operational. Refer to Attachment Exhibit 1-PCS Scope of Work. In the event that modifications are required to make system operational, Contractor will bill Customer on an incremental time and materials basis. If Customer purchased system from Contractor and it is still within coverage period, Contractor will cover costs to verify system functionality and modify if necessary (Refer to Scope of Work CW-1: CELLWATCH Installation, Start-up, and first year corrective maintenance coverage).

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