

Mountain View Los Altos UHSD

Multi-Site



Service Support Program
For your Alerton
Energy Management Systems

Presented to

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Presented by:

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Presentation Date:

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Executive Summary

You have made a significant investment in your energy management system and through the execution of this program, we will strive to make it operate at its fullest potential. Equally important to the scope of services provided is the experience our customers receive in working with the Syserco team to maintain their system. Being responsive, thorough, and professional is a must for every interaction. Our goal is to exceed your expectations and will evaluate our performance with you annually to understand how we can better serve you as a client.



Service Program Philosophy:

Syserco's Service Support Program is designed to meet the changing needs of your building systems over time. Maintenance performed too early or too late can be costly, impact building operations, and shorten the lifespan of the equipment. Identifying the ideal time for maintenance and repairs requires a combination of time-based Preventative Maintenance and 24x7 Condition-based Maintenance. Corrective Action Implementation ensures critical repairs are implemented quickly to avoid critical failures and benefit from operational efficiency. Our Customer Support services train or augment our customers' staff based on their needs.



PREVENTATIVE MAINTENANCE

Periodic system-level preventative maintenance is a cost effective way to identify issues and protect the integrity of the energy management system

CONTINUOUS COMMISSIONING

Powered by analytics, Continuous Commissioning continually monitors equipment performance and degradation to predict failures and perform invasive testing and repairs only when deemed necessary

CORRECTIVE ACTION

Prioritizing repairs and quick implementation will increase reliability and ensure equipment is running as efficiently as possible

CUSTOMER SUPPORT

Preventing and resolving issues requires knowledge of the building system(s) and how to properly address them. Syserco trains customers to be as self-sufficient as desired and provides supplemental services to support proper operation, maintenance, and reaction to facility needs

CALIBRATION AND CRITICAL ENVIRONMENTS

Calibration, testing, and verification is necessary to trust that your most critical equipment and environments are meeting health, safety, and sustainability standards

Preventative Maintenance

Software and Cyber Security Updates:

Software updates provide new features, security patches, bug fixes, and compliance with evolving standards. These features make it more convenient to operate your system, reduce system vulnerabilities, and ensure compatibility with future products. Syserco will review the overall BMS Network Structure/Configuration, Antivirus Status, Windows Security and Audit Logs while performing these updates that are released approximately annually.

- Software updates will be provided for revisions within the same license size and same software platform (example: v2.0 to v2.1) Platform upgrades for Compass software to future software platforms are not included.
- **The BMS Server Hardware and OS is maintained by the Owner** - The owner will manage the Server and will ensure the hardware meets the minimum BMS system specifications.

Global Controller Firmware Updates:

As the automation system product line is enhanced, modifications are often made to the Firmware to provide faster speed of response, greater flexibility, and new applications. Further, Firmware is periodically updated to address any system vulnerabilities and/or bugs that may affect the security and integrity of your system.

Disaster Recovery:

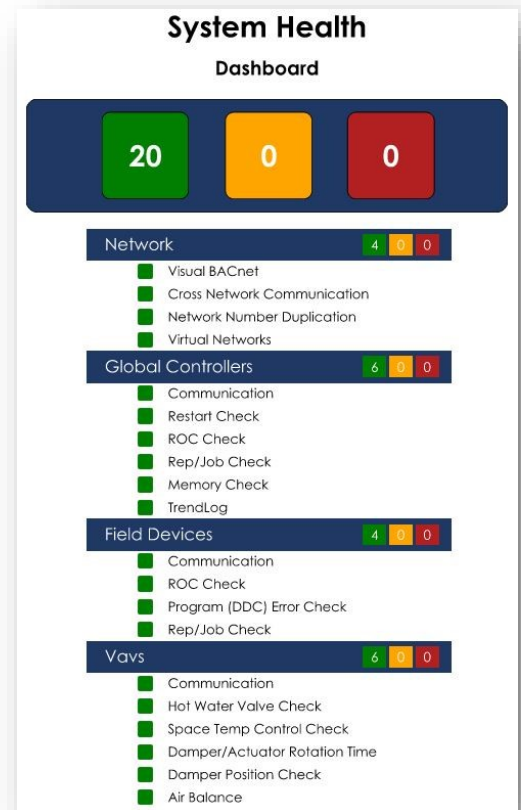
The electronic information stored within your system represents a significant part of your investment. In the event of a catastrophic system failure, these backups allow us to completely restore your system to the last backup state. During each Preventative Maintenance visit, Syserco will perform a full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

System Level Preventive Maintenance Routines:

Preventative Maintenance Routines save energy, extend mechanical equipment lifespan and reduces downtime. The Syserco will perform System Diagnostics through a combination of onsite and remote access via our Service Response Center.

This preventative maintenance routine will be performed annually.

- System Health Report
 - Upon completion of each PM routine, a System Health Report will be provided to help you understand system performance, identify deficiencies, and create a joint action plan for remediation and operational improvement.
- 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 Server Communication with all Global Controllers.
 - Review automation system for CRITICAL and OFF-LINE status indicators.
- Identify Overridden points:
 - Overridden points can increase energy consumption, creating comfort and safety issues.
 - Overridden points will be documented, and a remediation plan will be discussed with the customer.
- 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.
- Perform System Analysis of EMS Software:
 - Record current version of EMS Software relative to user needs and versions supported.
 - User Account Analysis of EMS Software relevant towards system security and troubleshooting purposes.
- Review Global Controllers Operation:
 - The accurate and reliable operation of 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.
 - Each Global Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks to prevent slow speed of response and data loss.
 - Review the number of global controllers restart to identify excessive faults, stability of onsite power and controller reliability.
- Perform General System Operational Review:
 - While onsite and performing the above Preventative Maintenance routines the Service Technician will review the system holistically from the Graphic Workstation and ensure the EMS control system is operating as desired.
 - Any discrepancies or areas of concern will be noted.



Network Analysis:

A properly functioning network is critical to the operation of the system and this service ensures optimum network / controller performance and maximum system up-time. This tool identifies unresponsive devices, slow transmission, lost data packets, and ensures optimal configuration settings.

This preventative maintenance routine will be performed continually.

- Perform 29-point diagnostic network check
- Identify intermittent communication issues
- Track recurring issues and trends
- Emailed alerts of critical changes to Network Health (optional)
- Live monitoring with historical data storage (optional)



Note: This scope will require the installation of a Syserco service tool and is necessary for this service

Corrective Action Implementation (PM):

After completing the Preventative Maintenance routines, Syserco will provide labor to remediate any identified deficiencies that the Syserco Team deems critical to the operation of your system or require immediate attention.

Corrective Action Implementation included: (2) days of labor for each PM period (2 total days)

Customer Support

Owner Directed Days (ODD)

Our system experts will work with your staff to ensure that your operators are properly utilizing the control system to maximize energy savings and occupant comfort. Syserco will provide (5) 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 Control Strategies
- Graphics Modifications
- Hardware Changes
- Minor Control System Modifications
- Other Owner-Directed Services

Customized Onsite Training:

Through delivery of individualized Onsite Training Classes we will introduce, review and reinforce the skills of your staff resulting in better utilization of the Energy Management System installed in your facility. Classes will be customized to meet the specific needs of your operators and your facility.

This proposal includes (1) annual onsite Full-Day Customized Training Course.

Add/Alt #1: Additional Owner Directed Day

In the interest of allowing the Corrective Action Implementation Days to be used specifically to address and resolve issues discovered in the PM Routine, we are suggesting adding (1) additional ODD/Year.

Emergency Response Services

Online Technical Support: Syserco provides our Service and Support Program customers with access to a Service Response Center staffed with Factory – Trained Automation 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 or an 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 type facilities. In the event usage exceeds historical norms, Syserco reserves the right to adjust pricing to reflect actual usage.

Contact the Service Response Center at (877) 360-3637

Priority Response Time: As a Service and Support Program customer, you will be given priority for “emergency” calls over non-Service and Support Program customers.

Emergency Response:

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

- **Preferred Response:**
 - Response window 7 AM to 4 PM regular Business Days.
 - Online/Phone response within 4 hour (when call is received by 1pm)
 - If an emergency site visit is required, we will be onsite by the Second Business Day for calls received prior to 1 PM.

- 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.

Service Delivery & Discounts

Service Team:

Syserco assigns a dedicated team to manage your complete service experience. This team consists of an Account Executive, a Service Account Manager and at least two technicians. This dedicated Factory – Trained Service Team not only knows automation systems, but they know your site and its standards. Because of this working knowledge, we can quickly diagnose and solve control problems, thus saving hours of labor that would be required by someone less familiar with your energy management 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 and Support Program customer you are entitled to a **20% discount** off of our standard non-Service and Support Program Time & Material labor rates. These hourly rates apply to work beyond the scope of your Service and Support Program, including system modifications, emergency response, additional training, etc. Labor rates are published and revised annually.

Service Work “Bay Area” (No Service Agreement):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$304	\$425	\$562
Service Account Manager	\$314	\$440	\$581
Sr. Automation Engineer/MSI	\$340	\$476	\$629
Data Engineer	\$328	\$459	\$606

Service Work “Bay Area” (Service Agreement. 20% Discount):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$243	\$340	\$449
Service Account Manager	\$251	\$352	\$465
Sr. Automation Engineer/MSI	\$272	\$381	\$503
Data Engineer	\$262	\$367	\$485

Discount on Material:

As a Service and Support Program customer, you will receive a **60% discount** off the **Alerton, Delta, and Veris** published list price schedule for parts and software sales and a **55% discount** off the Belimo list price schedule. Contact Parts@syserco.com for order requests.

Service Team

A major benefit of a Syserco Service and Support Program derives from having our Factory-Trained automation 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 Executive, a Service Account Manager, Primary and Secondary Service Technicians.

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

- **Director of Service Operations – Anthony Khaymovich:** The Director 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 – Tanner Hillman** 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 the 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 Manager – Joe Lode**The Service Account Manager 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 Manager is responsible for ensuring the 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 Technician:** Your Primary Service Technician is a Factory – Trained Automation Technician. 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 Technician:** To ensure depth of coverage, Syserco assigns a Secondary Technician who is cross trained by the Primary Technician in the specific intricacies of your site. In the event your Primary Service Technician is unavailable to provide scheduled service due to sickness, vacation, etc. the Secondary Technician acts as a backup to provide you seamless, continuous coverage.

Signature Page & Pricing Summary

Proposal date 8/29/2024

Services shall be provided at: Mountain View Los Altos UHSD

This agreement shall remain in effect for an initial term of three-years and from year-to-year thereafter.

	2024/25	2025/26	2026/27
Base Price	\$38,928	\$40,290	\$41,700
Add/Alt #1: Add'l ODD/Year	\$2,195	\$2,366	\$2,449
Total	\$41,123	\$42,656	\$44,149

Billing Cycle:

- Annual in advance
- Semi-Annual in advance (+1% of base price)
- Quarterly in advance (+1.5% of base price)

Billing Terms:

- Net 30

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 and Support Program (as described in the attached Terms and Conditions), and Syserco is authorized to proceed with the work. 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.

<p><u>Accepted By:</u> Mountain View Los Altos UHSD 1299 Bryant Ave Mountain View, CA 94040-4257</p>	<p><u>Submitted By:</u> 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 and Support Program ("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 and Support Program."

Article 1: General

1.1 a) The Service and Support Program, 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 and Support Program for the equipment and software identified in the List of Maintained Equipment ("Equipment") or the Service Coverage Report attached to this Service and Support Program, and shall supersede and cancel all prior or contemporaneous agreements and understandings, written or oral, relating to the subject matter of the Service and Support Program. The Service and Support Program 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 and Support Program shall not be modified except in writing, signed by an authorized representative of Syserco, Inc. Syserco Inc.'s performance under this Service and Support Program is expressly conditioned on Customer's assenting to all of the terms of this Service and Support Program. 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 and Support Program.

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

1.3 Either party may terminate or amend this Service and Support Program 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 and Support Program shall be governed by and enforced in accordance with the laws of the State of California.

1.5 Customer understands that Syserco's employees who perform Services for Customer and with whom Customer had direct contact during the Term of this Agreement ("Protected Employees") are specialists whom Syserco has extensively trained to perform the Services. Customer recognizes that Syserco's employee's name, particular and specific skill set, and personal/direct contact information, constitutes Syserco's confidential trade secret information to which Customer only has access by virtue of this Agreement. Syserco further represents, and Customer acknowledges, that Syserco has made a substantial initial and on-going business investment and has a legitimate interest in retaining its employees, and Customer acknowledges that it would materially benefit from the hiring of a highly trained employee already familiar with the Customer's systems and business, whom Customer did not have to incur the time and expense to recruit, interview, develop, and train. Syserco represents and Customer acknowledges that 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 Protected Employees (s) since they cannot be deployed separately and must be accompanied and overseen by appropriately trained senior employees, and loss of such Protected Employees (s) represents a substantial lost opportunity cost to find replacement employee(s) and properly train and educate them to provide services to other Customers. For the protection of Syserco's trade secrets, during the term of, or within 180 days after the termination of this Service and Support Program, Customer agrees that Customer shall not use Syserco's Trade Secrets to solicit any then-current Syserco Protected Employee or any Protected Employee who voluntarily left employment with Syserco within ninety (90) days prior Customer hiring or engaging such employee, for the purpose of recruiting or offering direct employment or direct contract work (whether as a temporary or permanent employee or contractor) and (2) Customer shall not interfere with Syserco's business relationships by causing any Protected Employee who is working under a contract for a specified term with Syserco to terminate their contractual agreement with Syserco before the end of the term thereof. If Customer violates this provision, Customer agrees that it shall be a material breach of this Agreement and Customer further agrees to pay a liquidated damage to Syserco upon demand, equal to 12 months of said employee's annual wages multiplied by 1.3 (value of employee's benefits), calculated prospectively based on the employee's last rate of pay if the employee was employed by Syserco at-will, or the remainder of the employee's contract if the employee is subject to a fixed-term agreement, but not less than six (6) months. The parties agree that this amount is not a penalty, but represents a reasonable value Customer will receive (i.e. a "finder's fee") and a reasonable amount to compensate Syserco for the unauthorized use of Syserco's trade secrets and the time and expense Syserco will incur to recruit and train said Protected Employee's replacement, since actual damages will be extremely difficult to ascertain.

1.6 Customer will designate in writing a contact person with authority to make decisions for Customer regarding the Service and Support Program. 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 and Support Program.

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 and Support Program 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

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3.1 Payments to be made under this Service and Support Program 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 and Support Program; (b) services performed other than during Syserco Inc.'s normal working hours; (c) additional services requested by Owner outside the scope of this Service and Support Program; and (d) service performed on equipment not covered by this Service and Support Program.

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 and Support Program 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 and Support Program 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 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 and Support Program. 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 and Support Program 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.