

Atherton Town Center

Atherton Civic Center - 80 Fair Oaks Lane, Atherton, CA 94027

Rev.1



***Service Support Program***  
***For your Alerton Energy Management Systems***

Presented to

• Steve Tyler

Presented by:

• Matt Vaughan

Presentation Date:

• 9.1.2022

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For more information on Syserco service visit:  
<http://www.syserco.com/>

# Executive Summary

The following proposal details the recommended service scope of work for Atherton Civic Center in Atherton, CA. The following services are proposed:

1. Software & Cyber Security Updates
2. Global Controller Firmware Updates
3. Annual Preventive Maintenance
4. Syserco Driven Action Implementation – Technician
5. Client Driven Owner Directed – Technician
6. Emergency Response

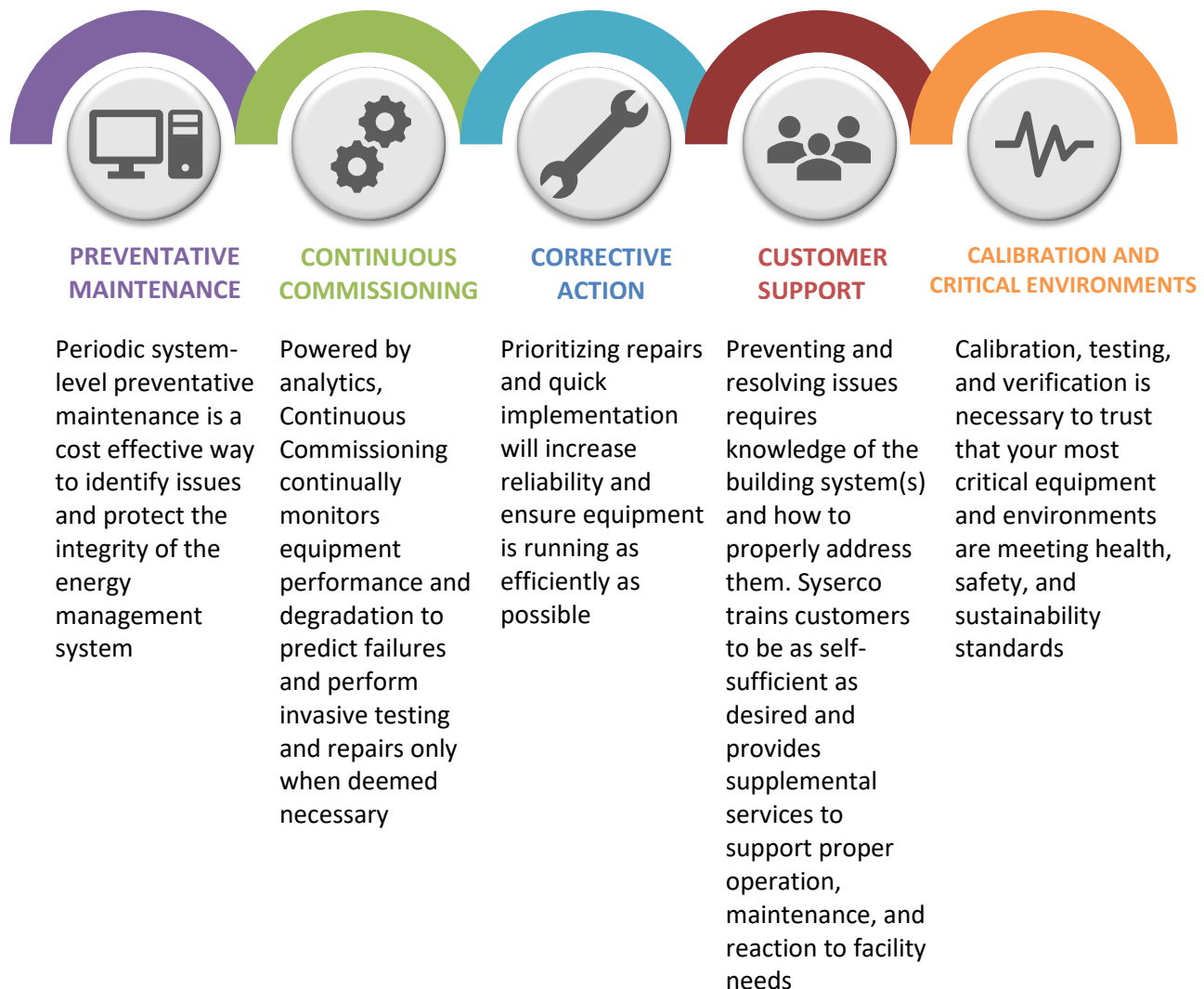
## Yearly Breakout

Description	Year 1	Year 2	Year 3
<b>Software &amp; Cyber Security Updates</b>	As applicable	As applicable	As applicable
<b>Global Controller Firmware Updates</b>	As applicable	As applicable	As applicable
<b>Preventive Maintenance (PM)</b>	Annual	Annual	Annual
<b>PM Action Implementation</b>	2	2	2
<i>Technician Onsite</i>			
<i>Address immediate issues found during prescriptive service</i>			
<i>Scope of work driven by Syserco and coordinated with client</i>			
<i>Designed to provide corrective measures</i>			
<b>Owner-Directed Support</b>	4	2	1
<i>Technician Onsite</i>			
<i>Scope of work driven by client in collaboration with Syserco</i>			
<i>Designed for system enhancement and training</i>			
<b>Emergency Response</b>	Preferred	Preferred	Preferred



# 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 customer's staff based on their needs.



# Preventative Maintenance

This Service and Support Program will include the following scopes of services to be provided for the equipment contained within your Facility.

## **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 are included for revisions within the same license size and same software product line.
- This agreement covers software updates for the following server and client machines:
  - **1 Alerton Compass Server – Medium License – Located Onsite**

Operating System and/or Server/PC Hardware upgrades to meet minimum system specifications are not included. The minimum system specifications are: 2.33GHz Eight-core, 32 GB RAM, 500GB Hard Drive, Visio 2019, Microsoft Excel. The manufacturer will provide updates and revisions for their current platform. Legacy platforms will be supported as practical but may have decreased update capability and support.

## **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. Firmware Support Services ensure that all Global Controller ROC (Realtime Operating Code) files are the latest release, have all issues/bug fixes incorporated and align with the requirements of the current installed version of the Graphical User Interface. We will provide you ROC file updates as applicable to your site for the Global Controllers identified in Appendix A, List of Maintained Equipment.

- To ensure your staff maximizes the function of the system, with each upgrade, Syserco will review the new features of each revision
- Firmware updates are included for revisions within the same major revision (example: v1.6 to v1.7)
  - **To minimize impact on tenant comfort / equipment uptime, these upgrades will be installed during afterhours.**

**Software/Firmware Support Training:** To ensure your staff maximize the function of the system, with each upgrade, Syserco will provide **four (4)** hours of onsite training to your staff on the new features of each revision.

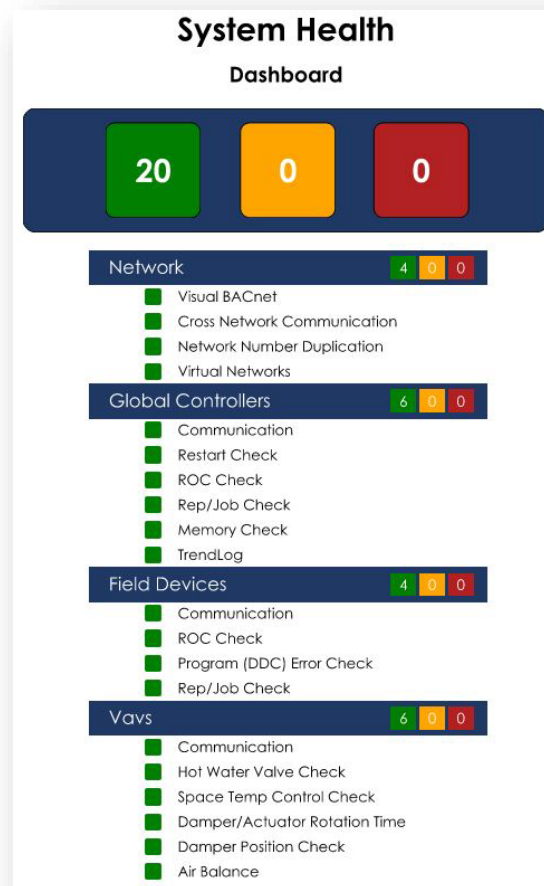
## **Disaster Recovery:**

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, extends mechanical equipment lifespan and reduces downtime. The Preventative Maintenance Routines as defined within this section shall be executed by Syserco's trained professionals to ensure that your facility operates optimally. 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 on **an annual** basis.

- 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.
- 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:
  - 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.
  - 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 controller restarts to identify excessive faults, stability of onsite power and controller reliability.
- Identify overridden points:
  - Overridden points can increase energy consumption, create 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 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.
- 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.



### VAV / Terminal Device Operation Diagnostics

The majority of your facility's energy consumption is due to zone level demand. This service ensures the indoor environment is maintained according to specifications. This service will ensure energy use is minimized, and occupant comfort maximized. This preventative maintenance routine will be performed on an **annual** basis.

Specific diagnostics verification includes:

- Setpoints and temperature readings within acceptable range
- HW valve leak-by
- Damper position and airflow check
- Plugged / Failed Airflow Sensors
- Failed Room / Discharge air temperature sensor

### 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. To accomplish this, Syserco will perform a 29-point check of the entire Building Automation network and each controller using a diagnostics tool. This tool identifies unresponsive devices, slow transmission, lost data packets, and ensures optimal configuration settings. The Network Health report will be delivered and discussed with you **annually**. The following are included with this service:

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



*Note: This scope will require the installation of a Syserco service tool and use of Wireshark on the server machine. Allowance and support by customer IT is necessary to accomplish delivery of this service.*

### Corrective Action Implementation (PM):

After completing the Preventative Maintenance routines, Syserco will provide **2 days of labor** for each PM period (**2 total days**) to remediate any identified deficiencies that the Syserco Team deems critical to the operation of your system or require immediate attention. If the identified deficiencies require more labor than allotted, corrective options will be discussed during the Preventative Maintenance review with your Service Account Manager.



# Customer Support

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

## Operator Support and Coaching:

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 **4 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

## 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.

- **The direct phone number for the Service Response Center is 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. **The guaranteed, emergency response time you have selected is identified below:**

## **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 hours.
  - 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

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 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.

2022 T&M Rates - Bay Area (Service and Support Program, 20% Discount):

Trade	Straight Time	Overtime	Double Time
Service Technician	\$202	\$282	\$373
Service Account Manager	\$230	\$322	\$426
Sr. Automation Engineer	\$227	\$318	\$420
Data Scientist	\$233	\$327	\$432

## 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.

## Dedicated 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:** 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 Manager:** 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 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 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

## By and Between:

**Syserco Inc.**  
**215 Fourier Avenue**  
**Fremont, CA 94539**

Syserco shall provide the services as outlined in this proposal dated **8.12.2022** and the following Terms and Conditions.

Services shall be provided at: **Atherton Civic Center**  
**80 Fair Oaks Drive**  
**Atherton, CA 94027**

The proposed pricing for these features is based upon a **three-year** program, billed **annually in advance**. This agreement shall remain in effect for an original term of **three (3)** years beginning **10.1.2022** and from year to year thereafter.

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 and Support Program Pricing:

	Year 1	Year 2	Year 3
BMS Service Program	\$ 29,428	\$ 26,270	\$ 25,884

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

<b><u>Accepted By:</u></b> <b>Atherton Civic Center</b>		<b><u>Submitted By:</u></b> Syserco Inc. 215 Fourier Ave. Fremont, CA 94539	
<b>Approved by</b> <b>(Signature):</b> _____		<b>Submitted by</b> <b>(Signature):</b> _____	
Approval Name: _____		Name: _____	
Approver Title: _____		Title: _____	
Approval Date: _____		Date: _____	

# 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 During the term of, or within 180 days after the termination of this Service and Support Program, 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 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

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 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 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.

## Appendix A – List of Maintained Equipment

Description	QTY	Preventive Maintenance
BMS Software - Alerton Compass - MD	1	Yes
Alerton Global Controller	2	Yes
ABB VFD	4	Verify Communication
BACnet Integration	2	Verify Communication
DANFOSS VFD	4	Verify Communication
ONICON Meters	2	Verify Communication
Phoenix	1	Verify Communication
VAV-SD2A-E	25	Yes
VLC-1188-E	20	Yes
VLC-1600-E	2	Yes
VLC-444e	10	Yes
VLC-550-E	1	Yes
VLC-853-E	3	Yes