



MITSUBISHI ELECTRIC POWER PRODUCTS, INC.

Critical Power Solutions Division
547 Keystone Drive • Suite 300 • Warrendale, PA 15086-7538
Phone: (800)887-7830; (724) 772-2555
www.mitsubishicritical.com

County of Monterey

A large, high-quality photograph of a data center. In the foreground, a technician wearing safety glasses and gloves is focused on working with a complex piece of electrical equipment, possibly a server or power supply unit. The background shows rows of server racks stretching into the distance, illuminated by overhead lights. The overall atmosphere is professional and technical.

MITSUBISHI ELECTRIC
CRITICAL POWER SOLUTIONS

SERVICE & SUPPORT

DON'T LET YOUR BUSINESS GO DARK™

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Your Customer Satisfaction Team:

If your Primary Contact is unavailable, don't worry! You have an entire team ready to assist.

Service Sales Manager

Michelle Nguyen
Sales Service Manager - West
(714)-421-2626
Michelle.Nguyen@meppi.com

Inside Service Sales

Alex Schaffner
Inside Service Sales Coordinator
(724) 778-5191
Alex.Schaffner@meppi.com

Service Coordinator

Liz Hickok
Service Coordinator
(724) 742-3456
Liz.Hickok@meppi.com

Field Service Supervisor

Julian Stock
Interim West Field Service Supervisor
(724) 778-5222
Julian.Stock@meppi.com

Management Representative

Lynn Richards
Inside Service Manager
(724) 779-3327
Lynn.Richards@meppi.com

MAINTENANCE
Discover the solution best suited to monitor system health and ensure optimal performance with OEM expertise - all at a reasonable price.

REPLACEMENTS & UPGRADES
Extend system life and enhance functionality with access to factory parts inventory and OEM technician support for lifecycle part replacements, upgrades, retrofits, and more.

IMAGING
First-rate imaging tools and experienced technicians can accurately identify hotspots and potential faults during system start-up, preventive maintenance, or trouble shooting.

BATTERY & DC POWER
Lithium Ion, lead acid, wet cell, and flywheels - receive a maintenance, replacement, or monitoring solution perfect for your needs and budget.

TRAINING
Complete the system start-up process with first responder training for site operators to ensure comfort with procedures, menu functions, and data collection.

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IN THE EVENT OF AN EMERGENCY:

PLEASE CALL MEPPi'S 24X7 TECHNICAL SUPPORT LINE – 1-800-887-7830

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Contact Name: John Vaught
 Contact Email: VAUGHTJ@CO.MONTEREY.CA.US
 Contact Phone:

Created Date: 8/9/2022
 Quote Number: COU8922AS

Bill To Name: COUNTY OF MONTEREY

Ship To Name: COUNTY OF MONTEREY

Bill To: 1322 NATIVIDAD RD
 SALINAS CA 93906-3101

Ship To: 1322 NATIVIDAD RD
 SALINAS CA 93906-3101

*Mitsubishi Electric Power Products, Inc. has gladly generated this quotation at your request.
 The total cost given of this quotation includes:*

Description of Service:

Due to age of then unit, the Gold Plan is no longer offered. Bronze renewal plan with 2 visits per year during afterhours.

Product	Price EA	Qty	Ext. Price
PM & Extended Warranty:			
Three Yr Bronze PM Contract, 9700 150 KVA UPS w/ 1 Strings and Two VPY	\$ 13,410.00	1	\$ 13,410.00
		SubTotal:	\$ 13,410.00
	Total Price \$		13,410.00

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TERMS AND CONDITIONS OF SERVICE

Notes

- 1. Price does not include processing fees on credit card transactions, shipping charges to and from site, or taxes.
2. Price valid for 30 days and payment terms are net 30 days. (unless other terms are approved)
3. Please allow ample time for parts to ship and service coordination – may vary based on availability.
4. Mitsubishi Electric Power Products, Inc. ("MEPPI") standard terms and conditions of sale and service apply.
5. Limitations: MEPPI, its agents and/or employees shall not be liable for consequential, special, and/or incidental damages of any kind related to its services.
6. A root cause/failure analysis report shall not be provided unless otherwise stated and agreed upon by both parties involved prior to the initiation of repair work.
7. Purchase orders should be made out to:

Mitsubishi Electric Power Products, Inc.
530 Keystone Drive
Warrendale, PA 15086

Our team at Mitsubishi Electric Power Products, Inc. would like to thank you for your continued business, and support.

Alex Schaffner

Customer Acceptance: _____
Printed Name: _____
Title or Position: _____
PO Reference: _____

Prepared By: Alex Schaffner
Email: Alex.Schaffner@meppi.com
Phone: (724) 778-5191

THE ATTACHED TERMS AND CONDITIONS ARE PART OF THIS PROPOSAL. BY SIGNING ABOVE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS PROPOSAL, INCLUDING THE TERMS AND CONDITIONS, AND YOU AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS.

MEPPI shall provide the Bronze Maintenance Plan for the equipment described in Schedule A in accordance with the Scope of Work attached as Schedule B

In the event of an emergency:
Please call MEPPI's 24x7 Technical Support Line - 1-800-887-7830

For PM and Extended Warranty Contracts:

Subject to the Terms and Conditions set forth below (the "Maintenance Contract"), Customer hereby requests, and MEPPI hereby agrees to provide, service on the Equipment described on Schedule A to this Maintenance Contract (the "Equipment"), in accordance with the terms and price of the Service Plan described and selected by Customer on Schedule A. This Maintenance Contract is effective from the earlier of the Start Date specified on Schedule A of this Maintenance Contract or the date on which it is accepted by MEPPI and shall remain in force until the End Date specified on such Schedule A.

DocuSigned by: Samuel Beiderwell
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9/20/2022 | 11:49 AM PDT
County Counsel

DocuSigned by: Jennifer Forsyth
4E7E657875454AE...
9/21/2022 | 10:14 AM P
Auditor/Controller

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TERMS AND CONDITIONS**I. GENERAL TERMS**

The sale of services or goods under this Maintenance Contract by MEPPi is conditioned upon Customer's acceptance of these terms and conditions. Any different terms and conditions, which may be proposed by Customer, are objected to and are not binding upon MEPPi.

II. EQUIPMENT

MEPPi shall provide Preventive Maintenance ("PM") and Remedial Maintenance ("RM"), as defined in Sections III and IV below, in accordance with the Service Plan selected by Customer, on the Equipment and at the locations listed on Schedule A (the "Covered Locations").

III. DELIVERY OF PARTS

For domestic and direct shipments outside of the U.S., MEPPi will ship FCA Incoterms 2020. For routed shipments outside of the U.S., MEPPi will ship ExWorks Incoterms 2020.

IV. PREVENTIVE MAINTENANCE

Preventive Maintenance means the routine service required to maintain the Equipment in proper operating condition in accordance with factory specifications under normal use and service. MEPPi shall schedule performance of PM's on a date mutually convenient to Customer and MEPPi. PM's shall be performed during MEPPi's normal working hours of 8:00 a.m. to 5:00 p.m. Central Time Monday through Friday, unless otherwise specified. In the event Customer requests to cancel a scheduled PM, it may do so with at least three (3) business days' notice to MEPPi. MEPPi will reschedule with Customer but no more than once during any three-month period. If Customer fails to schedule a contracted PM with MEPPi during the contract period after reasonable attempts are made by MEPPi to schedule, Customer will not be entitled to any refund for the unscheduled PM unless otherwise agreed by the parties. In addition, MEPPi may assess additional fees for provision of maintenance services following a lapse in maintenance services on the Equipment for more than a period of twelve (12) months.

V. REMEDIAL MAINTENANCE

Remedial Maintenance means the service required to return Equipment to operating condition in accordance with factory specifications under normal use and service, where the Equipment has failed to so operate because of a manufacturing defect in materials or workmanship. MEPPi will provide RM in accordance with the Service Plan selected by Customer, following receipt of verbal or written notification from Customer of Equipment failure.

VI. TIME AND MATERIAL SERVICES

Time and Material Services ("TMS") means those services or repairs provided by MEPPi that are not included in the Service Plan selected by Customer. Customer will be responsible for the purchase of any parts and/or labor required for the performance of TMS.

VII. FIELD ENHANCEMENTS

At Customer's request, MEPPi will provide Equipment enhanced field modifications. Equipment enhanced field modifications are defined as material and labor used to provide an additional feature or capability of the UPS System. These services will be billed separately on a parts and labor basis.

VIII. BATTERY MAINTENANCE

MEPPi's sole responsibility for maintenance of batteries used and operated in conjunction with the Equipment is limited to cleaning the batteries only, assuring the integrity of connectors and proper battery voltage levels. (Refer to Schedule A for Battery Maintenance responsibilities). Additional cleaning at the site for access to the batteries may be required which may cause Customer to incur additional fees. Customer shall be solely responsible for the cost of battery cell(s) and accessory parts replacement, if required. Batteries removed from Customer site by MEPPi become the property of MEPPi.

IX. ACCESS TO MEPPi SERVICE DEPARTMENT

MEPPi provides a twenty-four (24) hour, seven (7) days a week Service telephone number for use by Customers. (1-800-887-7830).

X. PARTS REPLACEMENT

Except as provided in Section XII, MEPPi shall replace all parts in accordance with the Service Plan selected by Customer.

XI. INVOICING AND PAYMENT

Customer shall pay the annual charges for the Service Plan selected in advance, including applicable sales/use taxes, duties, tariffs or other similar charges. Charges shall be payable net thirty (30) days from date of invoice. TMS not covered under the Service Plan will be billed on a labor and parts basis and are payable net thirty (30) days from date of invoice. MEPPi shall provide Customer with thirty (30) days' notice of any increase in the annual service charges for renewal of this Maintenance Contract. Any past due amount shall be subject to interest at the lower of 1% per month or the highest rate permitted by law, and Customer shall be responsible for all costs and expenses incurred by MEPPi, including

attorneys' fees and costs, in collecting past due invoices or other payments.

XII. LIMITED WARRANTY

1.) MEPPi warrants that the services provided under this Maintenance Contract shall be performed in a competent manner. MEPPi further warrants that any parts furnished by MEPPi in connection with this Maintenance Contract shall be provided with clear title and shall be free from defects in material and workmanship at the time of installation.

2.) MEPPi's sole and exclusive liability, and Customer's sole and exclusive remedy, under these warranties shall be that MEPPi at its sole option, shall adjust or repair, as soon as practicable, equipment which is not operating under normal use and service in accordance with factory specifications because of a manufacturing defect in materials or workmanship, for the longer of the remaining term of this Maintenance Contract or for the failure of or defect in materials or services furnished under this Maintenance Contract, whether based on contract, warranty, tort (including negligence), strict liability or otherwise and is in lieu of all other warranties whether written, oral, implied, or statutory.

3.) The foregoing paragraph sets forth the exclusive remedy of Customer and the sole liability of MEPPi for any and all claims based on MEPPi's performance of services under this Maintenance Contract or for the failure of or defect in materials or services furnished under this Maintenance Contract, whether based on contract, warranty, tort (including negligence), strict liability or otherwise and is in lieu of all other warranties whether written, oral, implied, or statutory.

4.) Equipment not under MEPPi's original equipment warranty or a PM and RM Maintenance Contract immediately prior to the effective date of this Maintenance Contract, is subject to inspection by MEPPi to determine if it is in acceptable working condition and includes current MEPPi mandatory field modifications. Such inspection and any repairs or modifications deemed necessary by MEPPi to bring the Equipment up to good operating condition shall be made at Customer's expense under separate agreement at MEPPi's then current time and material charges.

XIII. EXCLUSIONS FROM COVERAGE

Service labor and parts shall be invoiced as an additional charge to Customer at a 20% discount off MEPPi's then current labor and material list prices, if any, if the following conditions occur:

- 1.) Customer attempts to maintain or repair Equipment in a manner other than, or in conflict with, this Maintenance Contract or MEPPi's specific recommendation.
- 2.) Damage to Equipment is caused by: modification, alteration, repair or service of the Equipment by anyone other than an authorized MEPPi service provider; physical abuse to, or misuse of, the Equipment; operation in a manner contrary to the instructions which accompany the Equipment; use of the Equipment in conjunction with equipment supplied by a third party; or any damage caused by acts of God such as lightning or fluctuation in electrical power.
- 3.) Damage to Equipment results from failure to maintain facilities and Equipment in a reasonable manner. (Refer to Section XV "Customer Responsibilities")
- 4.) Parts and Labor required to maintain the equipment that is not included in the Service Plan selected by the customer.
- 5.) The MEPPi Service Engineer is denied ready and reasonable access to Covered Location or the Equipment.
- 6.) The Equipment is repaired or serviced by a service provider who is not expressly authorized by MEPPi.
- 7.) It is necessary, due to local circumstances, to use union labor or hire an outside contractor. MEPPi service personnel will provide supervision only and Customer shall be responsible for the cost of such union or contracted labor Controlling humidity so that there is no condensation.
- 8.) The cost of parts and labor to replace batteries.
- 9.) The Equipment is moved from the Covered Location. Charges to provide Service at such other site shall be subject to mutual agreement between Customer and MEPPi.
- 10.) Cost of completing a service call that is delayed or interrupted by Customer.

XIV. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

1.) EXCEPT AS EXPRESSLY STATED IN THIS MAINTENANCE CONTRACT, MEPPi MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED PURSUANT TO THIS MAINTENANCE CONTRACT. ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

2.) MEPPi shall not be responsible under any circumstances, either directly or indirectly, for any damage to the Equipment or any other property of Customer, nor

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for any injuries to or death of any person in connection with MEPPPI's performance under this Maintenance Contract, except where such damage, injury or death is directly and solely attributable to the gross negligence of MEPPPI. In no event, whether in contract, warranty, tort (including negligence) or otherwise, shall MEPPPI be liable to customer or any third parties for indirect, incidental, special or consequential damages of any nature or from any cause whatsoever, including, but not limited to, loss of use of Equipment, lost production, loss of data, lost profits, loss of customers, cost of substitute equipment, facilities or services or down time.

3.) MEPPPI's entire liability and Customer's sole and exclusive remedy for any and all claims in connection with or arising out of this Maintenance Contract or MEPPPI's furnishing of the services and products described in this Maintenance Contract shall be limited to Customer's actual and direct damages, not to exceed the value of the order on which liability is based, reduced by any damages attributable to the negligence of Customer's employees or agents.

4.) In no event shall MEPPPI be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Equipment. ~~Customer shall indemnify MEPPPI from any and all claims for injury to or damages suffered by MEPPPI's employees, agents and subcontractors while performing Services at Customer's site.~~

XV. ACCESS TO EQUIPMENT

Customer shall provide MEPPPI full and free access to the Equipment at the Covered Location and shall furnish MEPPPI personnel with suitable working facilities, space for storage, adequate heat, ventilation and electric power and outlets for providing service at no cost to MEPPPI. Customer shall be responsible for providing MEPPPI personnel a safe workplace to perform services under this Maintenance Contract.

XVI. DEFAULT

In addition to all other rights and remedies provided to MEPPPI at law or under this Maintenance Contract, this Maintenance Contract shall terminate immediately without further notice to Customer, if Customer is in default of any of its obligations under this Maintenance Contract, and such default continues for twenty (20) days after receipt of notice thereof.

XVII. CUSTOMER RESPONSIBILITIES

Customer shall provide proper and reasonable maintenance of facilities and Equipment including, but not limited to, the following:

1. Maintaining temperature of area where Equipment is located consistent with the requirements set forth in the user manual for such Equipment.
2. Controlling humidity so that there is no condensation.
3. Keeping the Equipment area free of corrosive atmospheres that would affect the life of the Equipment.
4. Keeping the Equipment clean and free of loose dirt and debris.
5. In the event Services have been scheduled by the parties, Customer may request to change such scheduled time upon no less than two business day's prior written notice to MEPPPI. Failure to furnish such notice to MEPPPI may subject Customer to an additional fee of \$500.00, which shall require a change order reflecting such amount issued to MEPPPI for time and material work and through issuance of a new purchase order for maintenance services.

XVIII. TERM AND TERMINATION

This Maintenance Contract shall be in effect during the period indicated above. Thereafter, this Maintenance Contract may be renewed for successive one year terms unless terminated by either party giving the other party notice of termination no less than thirty (30) days prior to the expiration of the initial or any renewal term of this Maintenance Contract. Upon thirty day's written notice to MEPPPI, Customer may terminate the Maintenance Contract prior to expiration of the contract period subject to the following conditions: (i) termination is not effective until expiration of the thirty day period; (ii) to the extent Customer paid in advance, MEPPPI will refund the prorated amount for the remaining months in the contract period, following the termination date less an amount equal to ten percent (10%) of such prorated amount.

XIX. ENTIRE AGREEMENT

The terms and conditions of this Maintenance Contract and schedules if any, attached to or referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded. No modifications or changes to this Maintenance Contract shall be effective unless in writing signed by authorized representatives of both parties.

XX. ASSIGNMENT

This Maintenance Contract is not assignable by Customer without the prior written consent of MEPPPI. Any attempt by Customer to assign any of its rights, duties or obligations under this Maintenance Contract without such consent is void. Customer acknowledges and agrees that subcontractors or authorized service providers selected by MEPPPI may perform the services described in this Maintenance Contract.

XXI. NOTICES

All notices and other communications required or permitted under this Maintenance Contract shall be in writing, sent by electronic mail and certified or registered mail, return receipt requested, postage prepaid, to the parties at the email address specified for the applicable party and the address first listed in this agreement.

XXII. INSURANCE REQUIREMENTS

MEPPPI shall, at its sole expense, procure or maintain, and shall cause its subcontractors to procure or maintain, throughout the term of the Maintenance Contract the following types of insurance, which insurance shall be placed with insurance companies rated, at a minimum, "A-VIII" by Best's Key Rating Guide, with the following limits:

Workers' compensation insurance in statutory limits in accordance with all jurisdictions where Customer has operations including where the Work is to be performed.

Employer's liability in an amount of \$1,000,000 per person.

Business automobile insurance covering all owned, non-owned and hired autos in an amount of \$1,000,000 per occurrence.

Commercial general liability insurance covering claims of bodily injury and property damage in an amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

MEPPPI will include Customer as an Additional Insured (with the exception of Worker's Compensation and Employers' Liability) per ISO Forms CG2010 04/13 and CG2037 04/13. MEPPPI will notify Customer in writing at least 30 days prior to cancellation or material change in coverage.

XXIII. MISCELLANEOUS

1. The services provided by MEPPPI under this Maintenance Contract do not assure that operation of the Equipment will be uninterrupted or error free. MEPPPI shall not be liable for delay or failure to perform any service or fulfill its obligations under this Maintenance Contract due to any case beyond its reasonable control such as, but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, act of the other party, delay in transportation, floods, epidemics, strikes, fires, public health crisis, quarantine, fuel or energy shortage, unusually severe weather or inability to obtain or delay in obtaining parts, materials, or labor.
2. If any provision of this Maintenance Contract is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
3. This Maintenance Contract shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

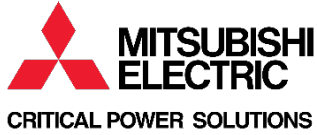
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MAINTENANCE CONTRACT OPTIONS

	GOLD	SILVER	BRONZE
24X7 Technical Support/ Callback (30 Minutes)	included	included	included
Emergency Response Time (Onsite)	4 hours included	6 hours included	8 hours included
Emergency Service Pricing	included	normal hours	35% discount
24x7 Preventive Maintenance Scheduling	included	normal hours	normal hours
Access to Nationwide Spares Depot	included	included	included
Remedial Parts*	included	included	35% discount
Fans (5 year replacement cycle)	35% discount	35% discount	35% discount
Caps (15 year replacement cycle)	35% discount	35% discount	35% discount
Fuses/Breakers	35% discount	35% discount	35% discount
Batteries	discounted	discounted	discounted
Labor Rates for Scheduled Support	discounted	discounted	discounted

*Excludes Lifecycle Parts Listed
Separately Above

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Schedule B

Maintenance Contract

UPS System Preventative Maintenance Scope of Work

Annual System Check

1.) Physical Inspections

- a. Internal/external visual inspection of UPS cabinet for signs of dirt and other foreign material
- b. Visual inspection of internal components for signs of deterioration and or damage
- c. Visual inspection of internal wiring signs of looseness deterioration and or damage
- d. Visual inspection of environment for signs of impact to proper UPS operation

2.) Electrical Inspections

- a. Verification of proper software versions and all adjustable parameters
- b. Verification of proper control power supply values
- c. Verification of proper converter/rectifier operation
- d. Verification of proper inverter operation
- e. Verification of proper cooling fan operation
- f. Verification of proper static/internal maintenance bypass operation
- g. Verification that system voltages and currents are within specifications
- h. Verification of proper display of system values
- i. Review event/fault history menus

3.) Systems Operation Check

- a. Verification of proper inverter forward and reverse manual transfer operation
- b. Verification of proper inverter forward and reverse automatic (fault) transfer operation
- c. Verification of proper external maintenance bypass operation
- d. Verification of proper emergency (back up) mode of operation (after battery check only)
- e. Verification of proper operation of peripheral products
- f. Verification of proper operation of emergency power off (EPO) test
- g. Verify UPS is supporting critical load and no alarms are present

4.) Follow Through

- a. Document and advise customer of all findings
- b. Review equipment operation and event/fault history with customer
- c. Make adjustments or take corrective action where possible
- d. Develop a remedial action plan with customer to address major issues



Maintenance Contract

UPS System Preventative Maintenance Scope of Work

Semi-Annual System Check

1.) Physical Inspections

- a. Visual inspection of environment for signs of impact to proper UPS operation

2.) Electrical Inspections

- a. Verification of proper software version and all adjustable parameters
- b. Verification of proper cooling fan operation
- c. Verification of proper display of system values
- d. Review event/fault history menus

3.) System Operation Check

- a. Verify UPS is supporting critical load and no alarms are present

4.) Follow Through

- a. Document and advise customer of all findings
- b. Review equipment operation and vent/fault history with customer
- c. Make adjustments or take corrective action where possible
- d. Develop a remedial action plan with customer to address major issues



Maintenance Contract

(VRLA) Battery System Preventative Maintenance Scope of Work

Semi-Annual System Check

1.) Visual Inspection

- a. Inspect individual battery units for signs of electrolyte leakage, venting, overheating, terminal integrity, terminal corrosion, bulging, and general cleanliness
- b. Check battery room or area for proper temperature and ventilation

2.) Cleaning

- a. Battery cabinet interior/exterior free of dirt and debris
- b. Battery units free of dust and debris

3.) Data Recording/Measurements

- a. Battery cabinet name plate information including date code
- b. Ambient battery unit temperature at or near the highest physical location in the battery string
- c. DC float voltage for each individual battery unit
- d. Measure and record each battery units internal Ohmic values
- e. Temperature of the negative terminal on each battery unit
- f. Measure for DC ground faults

4.) Battery Charger

- a. Verify proper battery string float voltage and charging current per manufactures specifications

System Checks Performed Annually

- b. *Measure and record all inter-cell and main terminal cable Ohmic values. Take apart and clean any connection that has an Ohmic value less than the manufacturer's recommended value or has a value that decreased by more than 20% below the baseline value. Any loose connections that are found will be torqued to the battery manufacturer's recommended value.

*Requires DC breaker to be opened or UPS charger to be off (contingent upon customer approval)

5.) Remedial Action

- a. Develop remedial action plan with customer to replace battery units where test values fall outside of the battery manufactures specifications