### **Technical Service Agreement**

Date: Quotation #: September 20, 2023 REV\_3 Q23165409

Why choose Technical Service Agreement (TSA)?				
	Save \$	<ul> <li>20% discount on PM services</li> <li>Up to 8% discount on spares, upgrades, field service, training, repair services.</li> <li>Repair evaluation fee up to \$3000 waived</li> </ul>		
	Save Time	<ul> <li>Priority Response Time &lt;30 min business hours M-F 8-5 Eastern Time</li> <li>Priority Response Time &lt;60 min non-business hours</li> <li>Extends Labor Warranty from 3 months to 12 months</li> </ul>		
<u>ö</u> -	Superior Service	<ul> <li>Annual Preventive Maintenance</li> <li>Dedicated Customer Service Advisor</li> <li>Preferred Field Service Technician subject to availability</li> <li>Lifecycle Evaluation Report</li> </ul>		

## Average customer with a 3-year TSA and one asset under contract saves in average per year:

Savings	Benefits
~\$4,000 to \$12,000 in preventive maintenance and digital services	Reducing the potential of breakdown that could be 4-15 times higher than performing preventive maintenance
~500 to \$3,000 in spare parts	Expediting the replacement of defective components & maximizing the uptime of your plant operations
~\$900 to \$4,400 in retrofits and repairs	Improving performance reliability, and availability while minimizing the issues associated with obsolescence
~\$2,200 to \$5,600 in field service	Recovering your assets faster from unexpected shutdowns

### ~\$7,600 to ~\$25,000 total savings\*

\*Total saving based on rating of the VFD and usage of the different services offered at a discounted price.

Date: September 20, 2023

Innomotics LLC 500 Hunt Valley Road New Kensington, PA 15068 Customer Care Center: +1 877-466-8427 (1-877-IMOTICS)

### **Technical Service Agreement**

Quotation #:

Rev3 Q23165409

Per your request, Innomotics LLC is pleased to provide a proposal for the following Technical Service Agreement.

#### AGREEMENT FRAMEWORK

This Technical Service Agreement ("Agreement") is by and between Innomotics LLC, a Delaware corporation with a place of business at 500 Hunt Valley Road New Kensington, PA 15068, USA ("Innomotics"), and CITY OF SANTA ROSA ("Customer").

#### 1.1 Provision of Services

Innomotics shall furnish competent personnel and supervision to perform the Services and provide the Products identified in this Agreement, Response times specified in this Agreement are only applicable to requests placed through the Customer Care Center at +1 877-466-8427 (1-877-IMOTICS) or by electronic means as specified in this Agreement.

Innomotics and the Customer shall cooperate to coordinate and schedule the delivery of the purchased Services and Products to ensure their completion before the expiration of this Agreement, Rollover of unused Services or Products purchased to a renewal agreement is not possible unless otherwise specifically provided in this Agreement.

#### 1.2 Term

This Agreement shall be effective for the term identified below, or until terminated by Customer or Innomotics in accordance with the Terms. If this Agreement is renewed and the renewal Purchase Order or other renewal agreement is received after the expiration date of the current Agreement, then the renewal date will be the date when the new Purchase Order/renewal agreement is processed by Innomotics.

Previous TSA No.: Agreement Start Date: 10/27/2023

Agreement End Date: 10/26/2026 Number of Years: 3 Year

#### 1.2.1 Cancellation Policy

The Services (e.g. equipment, rate plans & associated discounts) Innomotics provides to CITY OF SANTA ROSA under this proposal and resulting Agreement, require CITY OF SANTA ROSA to complete the entire 3 Year Service Term Commitment. If CITY OF SANTA ROSA terminates this agreement before completion of the Service Term or Innomotics terminates the Agreement for good cause (e.g., failure to make timely payment), CITY OF SANTA ROSA will be charged an Early Termination Fee of 50% of the unbilled value of the entire 3 Year Service Term Commitment.

#### 1.3 Hierarchy of Terms

The terms and conditions of this Agreement shall apply to any Purchase Order issued by Customer to Innomotics during the term of this Agreement for Products and Services which are the subject of this Agreement unless the parties expressly agree in writing that the terms and conditions of this Agreement shall not apply to a specific Purchase Order. Any terms and conditions of any Purchase Order are of no force and effect unless specifically accepted in writing by both parties.

In the event of any inconsistencies between or among this Agreement and its Appendices, the following order of precedence, from highest to lowest, shall control:

- 1. This Service Agreement
- 2. Standard Terms and Conditions of Sale for Innomotics Joint Product and Services Offering. and if Software is provided, Innomotics Software License/Warranty Addendum, both of which can be found at https://new.siemens.com/us/en/company/about/standard-terms-and-conditions.html

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#### 2 PRICING & SERVICE OVERVIEW

TSA pricing is based on the provided scope of work for **3 Year**. PO must be placed for total price shown in the pricing table below. This agreement can be invoiced on a monthly, quarterly, semi-annually, annually or all upfront. These invoicing options allow the flexibility to manage your cash flow according to the needs of your organization. The first invoice will be issued upon acceptance of the agreement, and payment will be due according to the established payment terms between your company and Innomotics LLC

#### 2.1 3 Year TSA Pricing

Pos. Service	Line Item Price
Configuration	

#### 1 Medium Voltage Drives Services

\$84,635.00

Services Included for covered Equipment listed in Section 4.0:

- Preventive Maintenance See Section 3.1
- TSA Discounts for Services See Section 3.2
- Priority Technical Support See Section 3.3
- Dedicated Service Advisor See Section 3.4
- Preferred FSR Selection See Section 3.5
- Extended Labor Warranty See Section 3.6
- Repair Center Evaluation Fee Waiver See Section 3.7
- Life Cycle Evaluation Service See Section 3.8

#### **Total Price for 3 Year TSA**

\$84,635.00

#### 2.2 Optional Services Pricing

The following services are not included in this TSA but can be added per pricing listed here. To add an Optional Service please add a matching line to the submitted Purchase Order.

Pos.	Service	Line Item Price
	Configuration	
0-1	Blanket Purchase Order	\$15,000
	Details in Section 3.9.2	
0-2	Drive Defender Security Package	\$9,017.00
	Details in Section 3.9.3	
	(If weekend work is required, additional cost will be added to final invoice)	

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#### 3 DETAILED SCOPE OF WORK

#### 3.1 Preventive Maintenance Service

Preventive Maintenance services are performed by a certified FSR and include a comprehensive inspection of your Drive to identify the equipment condition, any possible trouble areas, as well as opportunities for improvement. All findings will be documented and personally reviewed with you during the first quarterly meeting following the service. These services are designed to be performed during an outage when the Drive can be taken out of operation and include a complete physical inspection of the Drive, including the removal and visual inspection of three Power Cells.

Included in this 3 Year TSA:

#### Year 1

- One Siemens FSR / One Visit/ Per Year
- Up to 3 x 10 hour days On-site
- Equipment Specified in Section 4.0
- Travel and Expenses included.

#### Year 2

- One Siemens FSR / One Visit/ Per Year
- Up to 3 x 10 hour days On-site
- Equipment Specified in Section 4.0
- Travel and Expenses included.

#### Year 3

- One Siemens FSR / One Visit/ Per Year
- Up to 2 x 10 hour days On-site
- Equipment Specified in Section 4.0

#### Travel and Expenses included

Additional details on the Annual Recommended Maintenance for MV SINAMICS DRIVES can be found at the end of this document.

Note: Does not include Door Filters or Services designated as optional. These can be quoted upon request.

- 3.1.1 Innomotics requires a minimum of four weeks' notice to allow for proper planning and management of our resources, and eight weeks in advance to be eligible for Preferred FSR Selection. Should requests be made with less than four weeks' notice, additional charges may be required to execute the maintenance services. Should this be the case, these charges will be discussed and agreed upon between Innomotics and the customer prior to dispatching an FSR. Scheduling for this service should be coordinated through your Service Advisor.
- 3.1.2 This PM service includes re-starting the Drive(s) upon completion of the service. If the customer elects to postpone the startup to a later date, the additional FSR labor and travel expenses will be charged accordingly.
- 3.1.3 Should training be required for the Innomotics Field Service Representative (FSR) to gain access to the customer site, the associated charges will be applied to the customer's invoice upon completion of the service.
- 3.1.4 Additional time needed to complete the service due to circumstances beyond Innomotics control will be charged at the applicable rates as listed in the prevailing Innomotics rate schedule in effect at the time of service.

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New Kensington, PA 15068 Customer Care Center: +1 877-466-8427 (1-877-IMOTICS) Quote #: Rev3 Q23165409

Ref. #: US-2308-0000381884 R0

- 3.1.5 Customer Requirements: CITY OF SANTA ROSA is responsible for:
  - Removal and proper disposal of all job-related waste & unwanted materials upon job completion
  - Providing free and clear access to the drive for duration of the onsite work
  - · Providing one employee to assist the Innomotics FSR
  - Providing cell lifter
- 3.1.6 Innomotics and Customer shall work cooperatively in scheduling on-site activities. Customer shall provide full access to the covered equipment while it is being serviced and make an operator available as required.

Note: Replacement Parts Kits not included in price unless explicitly stated otherwise.

#### 3.2 TSA Discounts for Additional Services

A TSA entitles you to the following discounts on services. In addition, TSA Services are fixed-priced and locked in at today's rates with no escalation for the duration of the agreement. Pricing Discounts based on TSA duration are listed below.

	1 Year TSA	2 Year TSA	3 - 5 Year TSA
Services Applicable: Field Service Labor, Parts, Factory Repairs, Upgrades, Training	0%	4%	8%

Note: The discount rates correspond to the chosen duration. Discounts for TSA Services are reflected in the TSA pricing. Discounts for all other services apply to services requested for the equipment specified in this agreement. Discounts are effective upon acceptance of the TSA and are valid for orders placed during the term of the agreement.

#### 3.3 Priority Technical Support

Your MV SINAMICS DRIVES includes standard Technical Support services at no charge. Technical Support representatives provide assistance on issues pertaining to the operation, basic functionality and installation of our products. All support requests are handled in the order in which they are received, and the target response time for standard support is 2 hours.

This agreement includes the addition of our 24/7/365 Priority Technical Support. This enhanced support provides the following features:

- Move to the front of the line your call moves to the front of the queue rather than being processed in the order it is received
- Priority response time target of 30 minutes or less during normal business hours (8:00 AM to 5:00 PM EST/EDT)
- Priority response time target of 60 minutes or less for calls outside of normal business hours

Priority Support Requests must be made via phone to the Customer Care Center at +1 877-466-8427 (1-877-IMOTICS). Standard Support Requests can be made via the same number or online at <a href="https://www.lda-portal.siemens.com/siemlda/en/assistservicerequest/form">https://www.lda-portal.siemens.com/siemlda/en/assistservicerequest/form</a>.

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#### 3.4 Dedicated Service Advisor

A Service Advisor is included in this agreement for the covered equipment. The Service Advisor provides consulting and guidance on all aspects of your covered equipment's lifecycle support and provides the connection between your company's staff and the Innomotics global support organization. The Service Advisor ensures effective response and continuous communication on the status of all your requests, from design questions to maintenance and retrofit activity.

The Service Advisor will conduct, via teleconference, a minimum of two meetings annually with your staff. Additional meetings will be held as necessary based on customer need and site findings.

- First Meeting:
  - Discuss the TSA Program and Activities
  - Coordinate the Covered Maintenance Service
- Subsequent Meetings:
  - PM Checklist Review
    - Review the Covered Equipment Environment and Installation
    - Assess Training Needs and Recommend Skill Development Activities
  - Lifecycle Management Review
    - Review History of all Service Calls and Factory Repairs
    - Provide Information on Hardware Upgrades and New Software Availability
    - Review Covered Equipment Performance and Availability
    - Update all Open Projects or Issues

Note: All of the above activities will be handled via teleconference. However, on-site visit(s) can be added to this program for an additional charge.

#### 3.5 Preferred Field Service Representative (FSR) Selection

Field Service Representatives (FSRs) are normally assigned in the order in which the request is received. However, this TSA entitles you to Preferred FSR Selection where you can reserve the FSR of your choice, subject to availability, for any scheduled work on the covered equipment during the term of this agreement. A valid purchase order, or authorization to charge your Blanket Purchase Order (BPO) as described in point 8 below, is required, and firm work dates must be issued at least eight weeks in advance of the desired dates to be eligible for Preferred FSR Selection.

### 3.6 Extended Labor Warranty

This TSA extends the labor warranty for all services performed on the covered equipment from our standard 90 days to 12 months from the actual date the service is completed.

#### 3.7 Repair Center Evaluation Fee Waiver

Without a TSA, all items returned to our repair center for service require a purchase order for the evaluation fee before a Return Material Authorization (RMA) number is issued. The evaluation fee is determined based on the type of part and can range up to \$3000, and the fee is applicable even if you decide not to move forward with the repair or if no problem is found.

This TSA includes a waiver of all repair center evaluation fees for the covered equipment. It provides the benefit of an expedited repair process, and even if you decide not to move forward with the repair or if no problem is found, you still do not pay an evaluation fee. Repair services can easily be charged to your Blanket Purchase Order, established as part of this agreement. If Blanket Purchase Order has not been bought, repairs can still be started with a written confirmation from customer agreeing to repair price quoted. Shipment of repaired unit will only be possible after a repair purchase order is in place or customer has authorized invoicing of the repair price.

Note: A return material authorization is required to accompany all products returned to Innomotics. The customer is responsible for all shipping and packaging fees.

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#### 3.8 LCE Evaluation Service

Lifecycle Evaluation service will provide a comprehensive technical assessment of your drive's. configuration. With this offering you will obtain transparency of your drive's configuration and customized service recommendations to act upon and stay ahead of issues before they become problems.

Lifecycle Evaluation Service will contain:

#### **Preliminary Analysis**

- Service History/Report
- Service Status
- Lifecycle Services Summary with additional details to learn more about the service options.
- available
- Customized service recommendations prioritized based on your drive's configuration.
- Recommended Spare parts List.
- Download of key operating programs and logs which will be reviewed by a Innomotics Engineer at the factory.
- Comprehensive Drive Lifecycle Evaluation Report with service status, history, customized service recommendations, and preliminary analysis

#### 3.9 Optional Additional TSA Services

Optional Additional Services listed here are available upon request but are not included in the agreement price unless explicitly stated in Section 2.0.

#### 3.9.1 Blanket Purchase Order (BPO)

An optional feature of this TSA is the establishment of a Blanket Purchase Order (BPO) to allow for expedited processing of all service requests and deployment of an FSR or shipment of parts during afterhours or emergency situations.

Blanket Purchase Order Requirements:

- 1. The BPO value must be no less than \$15,000.00.
- 2. The BPO covers the equipment identified under the Equipment & Detail Sections.
- 3. When applicable, a Sales Tax Exempt Certificate must accompany the BPO.
- 4. Expediting charges apply for parts sent after normal business hours.
- 5. Work performed, on an as needed basis, will be based on the established rates at the time of service.

#### 3.9.2 Drive Defender Security Package (Applies only to controller type NXG-II or NXGPro)

The Drive Defender Security package will provide improved security for your existing drive. With this offering, your drive will have increased protection from cyberattacks and other malicious threats. The Drive Defender Security Package will contain/provide:

- Preconfigured Scalance S security module
- Wiring & miscellaneous parts
- Installation & commissioning (to be scheduled during same trip as the annual PM)
- AES-256-bit encryption
- NERC CIP-012-1 compliance
- Multi-level authentication
- Firewall-enabled connection
- · Locally defined passwords with security log
- Enhanced protection of your drive

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#### 4 SERVICE SITES, EQUIPMENT LISTS AND CONTACTS

Service Site: A - CITY OF SANTA ROSA

Company: CITY OF SANTA ROSA

Address: 4305 Llano Rd.

SANTA ROSA, California 95407, usa

#### **Equipment List:**

Description	Serial #	Part #	Sales Order	Equipment #	Qty
NBH,1250HP,4160V,200A	4790	A1A459773.01	HR9185404	40372006	1
NBH,1250HP,4160V,200A	4789	A1A459773.00	HR9185404	40372305	1

Service Site: B - CITY OF SANTA ROSA

Company: CITY OF SANTA ROSA Address: 5565 Pine Flat Rd

SANTA ROSA, California 95407, usa

#### **Equipment List:**

Description	Serial #	Part #	Sales Order	Equipment #	Qty
NBH,1000HP,4160V,140A	4791	A1A459772.00	HR9185404	40371905	1
NBH,1000HP,4160V,140A	4792	A1A459772.01	HR9185404	40371939	1

Service Site: C - CITY OF SANTA ROSA

Company: CITY OF SANTA ROSA Address: 8100 Pine Flat Rd

SANTA ROSA, California 95407, usa

#### **Equipment List:**

Description	Serial #	Part #	Sales Order	Equipment #	Qty
NBH,1000HP,4160V,140A	4793	A1A459772.02	HR9185404	40371940	1
NBH,1000HP,4160V,140A	4794	A1A459772.03	HR9185404	40371965	1

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Customer Care Center: +1 877-466-8427 (1-877-IMOTICS)

Service Site: D - CITY OF SANTA ROSA

Company: CITY OF SANTA ROSA Address: 10600 Pine Flat Rd.

SANTA ROSA, California 95407, usa

#### **Equipment List:**

Description	Serial #	Part #	Sales Order	Equipment #	Qty
NBH,1000HP,4160V,140A	4795	A1A459772.04	HR9185404	40371992	1
NBH,1000HP,4160V,140A	4796	A1A459772.05	HR9185404	40371993	1

#### **Customer Contacts:**

Name	Company / Role	Phone / Cell	E-mail
Mike McComb	City of Santa Rosa	707-543-3376	mmccomb@srcity.org

#### **Siemens Contacts:**

Name	Company / Role	Phone / Cell-	E-mail
James Jackson	Siemens Large Drives LLC	801-425-0176	jackson.james@siemens.com
Anton Loof	Ponton Industries	415-309-6984	anton@pontonind.com

#### 5 PURCHASE ORDER AND PAYMENT DETAILS

#### 5.1 PO Submittal

#### Purchase Order should be addressed to:

Innomotics LLC, 500 Hunt Valley Road New Kensington, PA 15068

#### Please submit Purchase Order via Email to:

Thomas Arnold at arnold.thomas@siemens.com

#### 5.2 PO Requirements

\*To facilitate prompt order processing, Purchase Orders should include all of the following:

- Purchase Order number or reference number
- Payment Terms: Net 30
- Customer's legal entity name and bill to address
- Ship to address of services and / or parts
- Reference this Quote or proposal number: "Per your Quote / Proposal Number"
- \$ value, noting agreement of payment
- Payment Terms (as stated in this quote)
- Authorized contact name and phone number
- Innomotics requests that the PO line items match the quoted line items
- Innomotics requests that invoicing option be noted on the Purchase Order (See Section 2: Pricing & Service Overview)

Note: If Customer has an existing Agreement with Innomotics LLC please reference the Agreement Number on the PO.

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#### **TERMS AND CONDITIONS**

This proposal is subject to the Standard Terms and Conditions of Sale for Innomotics Joint Product and Services Offering and if software is provided, Innomotics Software License/Warranty Addendum, both of which can be found at https://new.siemens.com/us/en/company/about/standard-terms-and-conditions.html and are hereby incorporated by reference into this document and any resulting contract.

Impacts of Coronavirus: As a result of the Coronavirus (COVID-19), temporary delays in delivery from or nonperformance by Innomotics and/or its suppliers may occur. Therefore, the parties acknowledge and agree that any delays or nonperformance caused by or related to COVID-19 will be deemed a force majeure event subject to the terms of the Agreement.

Air travel and car rental has been severely restricted due to the Coronavirus. As a result, instead of airline or car rental expenses related to Travel to/from the customer site, personal mileage greater than 100 miles is chargeable at cost + 15%. This is in addition to any per diem daily rates.

#### 6.1 Change of Control Clause

- 1. Innomotics may transfer, assign, or novate the Contract or any part of it to an affiliated company, being any legal entity, which directly or indirectly is controlled by Innomotics, controls Innomotics or is controlled by a company which directly or indirectly controls Innomotics.
- 2. In the event of a sale or other transfer of the business of Innomotics or a part of the business of Innomotics to a third party, Innomotics shall further be entitled to assign or transfer the whole Contract or any part of the Contract to such a third party.
- 3. Innomotics may sub-contract parts (but not all) of the Works.

#### 6.2 Safety Training of Innomotics Field Personnel

All Innomotics field personnel completed internal annual safety training. Furthermore, all Innomotics field personnel received training to comply with the new OSHA CFR1910.269 Electrical Safety Standard that sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). A morning safety meeting for Innomotics employees and subcontractors is to be conducted by Innomotics each day while on site.

All Innomotics and their subcontractors shall adhere to the LD 101 EHS Policy Statement and applicable Safety Guidelines listed on CS102 Table of Contents Policy list. Copies can be made available upon request for client review. Innomotics will hold daily safety meetings at the prior to all work on site, at shift changes and if the project changes in any manner.

#### 6.3 Offer Validity

This offer is valid for 90 days unless otherwise extended, modified or withdrawn, in writing, by Innomotics. The return of a purchase order to Innomotics during such validity period, along with credit approval, will be sufficient to form an agreement on the terms and conditions of this offer.

Innomotics LLC 500 Hunt Valley Road New Kensington, PA 15068

Ref. #: US-2308-0000381884 R0 Customer Care Center: +1 877-466-8427 (1-877-IMOTICS)

Quote #: Rev3 Q23165409

#### 6.4 Waiver

Failure to enforce any of the terms and conditions of this Agreement shall not be deemed a waiver of any rights and privileges that a party has under this Agreement or affect its right to thereafter claim damages or deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation by the other party hereto.

<b>AGREED</b> this Agreement between the parties dated $\underline{\underline{J}}$ reference.	an 19, 2024 and is incorporated therein by this
Buyer: _City of Santa Rosa	Innomotics LLC
By:	By: Clive Desouza
Name: Jason Nutt	Name: Clive Desouza
Date:	<sub>Date:</sub> Jan 19, 2024
Reference Purchase Order Number:	
Approved as to Form: Morgan S. Bigge Approved as to Form: Morgan S. Siggerstaff (Jan 8, 2024 )	Prstaff 10:56 PST)

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### Innomotics VFD

Final Audit Report 2024-01-04

Created: 2024-01-03

By: Brie McCrea (BMccrea@srcity.org)

Status: Signed

Transaction ID: CBJCHBCAABAAi1-01HUumCoy3EjljIA7oqGe-PZWVDdP

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Innomotics VFD

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- Document e-signed by Jason Nutt (jnutt@srcity.org)

  Signature Date: 2024-01-16 3:55:15 PM GMT Time Source: server
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### Innomotics VFD\_Signed

Final Audit Report 2024-01-19

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By: Brie McCrea (BMccrea@srcity.org)

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