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UPS Service Contract

Contract Number: ABBUPS001115

1 Letter of Contract

DigiPlex Fet AS, Heiaveien 9, Heia industriområde, 1900 Fetsund, referred to below as "Customer", and ABB AS , organization number 982 085 160, Bergerveien 12, N-1375 Billingstad, referred to below as "Contractor", have today entered into the following Contract regarding service and maintenance on customer's Data Center at Fetsund.

The general object of the Contract is to conduct continuous services and maintenance on the ABB UPS and batteries on the Fetsund Data Center.

As hereinafter used, the term "Contract" shall mean the completed and final UPS SERVICE CONTRACT and understanding between Customer and Contractor. The Contract is documented in its entirety in this document, numbered ABBUPS001115.

Any term contained in Customer's order or acceptance in addition to, or not identical to, the terms contained in document ABBUPS001115 shall not become part of the Contract unless such term is agreed to by Contractor in writing and incorporated as part of said document. Contractor's failure to object to any term contained in any such communication from Customer shall not be deemed an asset to such term or a waiver of this Contract.

This Contract will be automatically extended by another period of one year from its preceding anniversary, unless terminated by either party in writing not later than three (3) months prior to its anniversary.

Contract NUMBER:

ABBUPS001115

Contract becomes in force on:

____ day of _____, 2015

IN WITHNESS WHEREOF the parties hereto have duly executed this Contract in duplicate, each of which shall have the same legal effect and legal force.

ABB AS



Signature

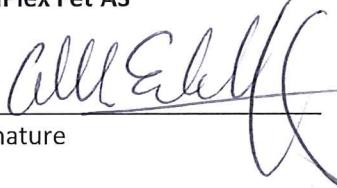
JAN S. WEIEN

Name (block letters)

June 15 2015

Date

DigiPlex Fet AS



Signature

Gisela M. Ecchhoff

Name (block letters)

June 15, 2015

Date

UPS Service Contract

Contract Number: ABBUPS001115

1.1 Introduction, objective and extended value

This document defines the UPS Service Contract between Customer and the Contractor for defined Scope of work as listed in Appendix 1.

2 Terms & Conditions

The parties hereto agree as follows:

These Articles of Contract are based on Orgalime, General Conditions for maintenance (hereinafter Orgalime M2000) which shall apply as general conditions of Contract for Contractor's deliveries under this Contract. A copy of Orgalime M2000 is attached to this Contract.

The words and expressions in this Contract shall have the same meaning as respectively assigned to them in Orgalime M2000. These provisions shall prevail in the event of conflict with any of the provisions of Orgalime M2000.

Contract Documents– Interpretation

The Contract consists of this form of *UPS Service Contract*, and the following appendixes:

Appendix 1	- ABB Scope and Prices Digiplex Fetsund 300315
Appendix 2	- Digiplex Fetsund UPS Systems
Appendix 3	- Digiplex Fet Site Specific Information
Appendix 4	- Annual Training
Appendix A	- Orgalime M2000
Appendix B	- Quality Policy
Appendix C	- Health, Safety and Environment
Appendix D	- ABB Service Rates <2015>-UPS-EN-NOK
Appendix E	- Product Description UPS PREV MAINT SJLU0110

In the event of any conflict between the various documents of the Contract, they shall take precedence in the following order: *UPS Service Contract*, the appendices in the order listed above.

Duties of the Customer

The Customer shall:

- a) Follow the user instructions and operation manuals issued for the equipment, and in addition use the equipment under operating conditions accepted by Contractor.
- b) Maintain site and environmental conditions in accordance with the specifications set for the UPS systems and batteries
- c) Not permit other than trained authorized personnel to operate the UPS systems
- d) Not permit any other party than contractor to perform any modification or maintenance work or material replacement to the UPS systems
- e) Report fault calls and deviations from normal status of the UPS system, and also of the systems in direct conjunction with the UPS system
- f) Present their safety and other site specific regulations to Contractor's personnel.
- g) Provide to Contractor's service personnel entry to its Data Center and UPS rooms in order to perform preventive and on-call maintenance work.

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Duties of the contractor

The Contractor shall:

- a) Provide emergency duty and preventive maintenance work, and replacement materials as set forth in Appendix 1.
- b) Report all its observations, which may contribute to Customer's Equipment reliability and safety issues. These observations also can be outside of the scope of the Service Contract.
- c) Is committed to follow existing safety and security regulations on Customer's premises, and to have received accepted work permit prior to performing work on-site.

Representatives

Both Parties shall appoint a representative who shall be the coordinating link between the Parties with respect to administration of the Contract.

Costs and payments

The Contract periodic fixed fee will be charged yearly, in advance as set forth in Appendix 1.

Variable costs will be billed as they appear.

Unless included in the fixed cost, customer pays for replacement and modification parts and material. The prices are based on Contractor's existing official Standard Price List (SPL), revised once a year, or separate offered prices.

Confidentiality

All technical and commercial information and any other information exchanged and acquired by the Parties on the basis of this Contract must be kept confidential and not be used for any other purpose than the arrangement of the maintenance operations pursuant to this Contract.

Contract period and termination

Contract period is one year starting from the original signing date (anniversary) of the contract. Contract shall automatically renew for another period unless terminated by either party.

Each party shall have the right to terminate this Contract by giving, in writing the other party, three (3) months' notice of Termination prior to the anniversary of the Contract.

2.1 Supplementary Provisions to Orgalime M2000

ORGALIME M2000 – Article 17 Contractor's delay

2nd paragraph to be deleted a replaced with:

Failure by the Contractor to arrive on the agreed date to commence the Work as set out in this document shall entitle the Customer to deduct Liquidated Damages at a rate of one and one half per cent (1.5%) of the total annual price of the services covered in this document per day of delay of arrival and/or commencing said services. The Liquidated Damages shall under no circumstances exceed twelve per cent (12.0%) of the yearly total remuneration to Contractor under the Contract.

ORGALIME M2000 – Article 21. Payment

To be added at end of existing provision:

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If the Customer has not paid the non-disputed amount due within three months, the Contractor shall be entitled to terminate the Contract by notice in Writing to the Customer and to claim compensation for the loss he has incurred.

ORGALIME M2000 – Article 28. Limitation of Liability

Heading of Article to be changed to: Limitation of Liability and exclusion of indirect/consequential losses

To be added at end of existing provision.

Notwithstanding anything contained in this Contract to the contrary and regardless of whether the Contract is terminated or not the total liability of the Contractor, on all claims of any kind, whether in Contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance or breach of the Contract or use of any Works shall not exceed 100% of the yearly total remuneration to Contractor under the Contract. The Customer shall under no circumstances be entitled to any damage in excess of said limitation of liability by way of counterclaim, offset or otherwise and the Customer shall save, indemnify and hold the Contractor harmless from and against any claim in excess of said limitation of liability. This applies regardless of any liability, whether strict or by negligence, in whatever form, on the part of Contractor.

Contractor is under no circumstances liable for costs relating to dismantling of other objects than the Equipment to provide access to the Equipment.

Notwithstanding anything contained in this Contract to the contrary, the Contractor shall not be liable for loss of profit, loss of revenues, loss of use, loss of production, costs of capital or costs connected with interruption of operation, loss of anticipated savings or for any special, indirect or consequential damage or loss of any nature whatsoever, whether arising in Contract, tort (including negligence whether active or passive), warranty, strict liability or otherwise.

ORGALIME M2000 – Article 33. Disputes and Applicable law

To be replaced with:

This Contract shall be governed by and interpreted in accordance with Norwegian law.

Disputes arising in connection with or as a result of the Contract, and which are not resolved by mutual Contract, may be referred by either party to arbitration in Oslo, Norway, in accordance with the Norwegian Arbitration Act of May 14th 2004 or any statutory modification or re-enactment thereof for the time being in force. The parties shall procure that the arbitration and all communication and documentation associated therewith shall be confidential. Disputes shall be settled in accordance with Norwegian law.

2.2 Additional Provisions to Orgalime M2000

Contractor travel policy and restrictions

Contractor's travel policy is updated from time to time. Any restrictions in travel, as set out in applicable travel guidelines in Contractor, that affects Contractor's ability to perform the Work, shall be dealt with as a Force Majeure situation. The applicable regulations, as set out in Art. 29 of Orgalime M2000 shall apply accordingly.



1(4)

DIGIPLEX, Fetsund Data Center

Datum: 24112014
Rev: 20052015

Our Ref: Heikki Rantama

Your Ref: Markku Samuelsson

ABB UPS Maintenance Contract nr: ABBUPS001115 APPENDIX 1, Services Description and Pricing

A DESCRIPTION OF SERVICES

1.1 24 x 7 Hot-Line

ABB Hot-line access for alarm calls and technical assistance

1.2 Four Hours Emergency Response Time

ABB service person will be on-site within four hour time from receipt of an emergency call. As an emergency is considered loss of UPS power (transfer to bypass) of either A or B-line. On-site intervention for other maintenance calls (non-emergency) will be at the latest on the following working day.

2.1 Annual Preventive Maintenance

Performed according to manufacturer's detailed maintenance procedure. Both at system level and to each individual UPS module.

Modules will be serviced one by one in turns, without interference to system running: UPS protection and redundancy (for n+2 or higher systems) maintained during complete service operation.

2.2 Repair Hours for Emergency and Non-Emergency

24/7 repair working hours in occasional emergency situation and normal working hours in non-emergency situation.

3.1 Periodic, Proactive Change of Fans and Capacitors

Proactive change of components following factory recommendation (five years cycle). Will be done as a part of scheduled annual preventive maintenance.

3.2 Materials for UPS repair

UPS repair spare parts are included. Possible upgrade parts and batteries are excluded.

3.3 On-Site Spares (Module)

For occasional upgrade or service needs, ABB recommends the user to maintain a limited on-site spare parts supply

Recommended spare parts for one floor are:

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- 1 x active sub-module
- 1 x passive sub-module
- 1 x fuses kit

4.1 OPTION: AKKA On-Line Battery Monitoring

24x7 automatic battery monitoring at block level. Each battery is constantly monitored, and possible deviations alarmed to user.

Requires fixed installation of AKKA central units, measurements cables and remote communication lines.

or alternatively

4.2 OPTION: AKKA Periodic Battery Monitoring

By ABB service personnel with portable AKKA-device. Information also available at block level.
 Recommended measurement cycle: minimum twice a year.

Requires fixed installation of AKKA-measurements cables.

5.1 Annual Training

The Contractor shall supply on-site training to the site based maintenance personnel on an annual basis as part of their maintenance tasks. Elements of this training are described in *Appendix 4 "Annual Training"*.

B **UPS SYSTEMS INFORMATION**

UPS systems are ABB modular DPA500 series equipped with modular Sprinter or Marathon Battery (40-48 batteries each string). Product details are presented in *Appendix 2, "Digiplex Fetsund UPS Systems"*#

Construction Zone	Frame/Module/Battery	Commissioning Date	Warranty Expiring Date
A1/1A 1 st Floor	3xDPA500 /15x100kW / 600 x Marathon Battery	17.10.2014	19.01.2017
A1/1B 1 st Floor	3xDPA500 /15x100kW / 600 x Marathon Battery	17.10.2014	19.01.2017
A1/2A 2 nd Floor	3xDPA500 /15x100kW / 600 x Marathon Battery	18.02.2015	03.03.2017
A1/2B 2 nd Floor	3xDPA500 /15x100kW / 600 x Marathon Battery	18.02.2015	03.03.2017
A1/3A 3 rd Floor	3XDPA500/06x100kW / 288 x Sprinter Battery*	12.05.2015	20.05.2017
A1/3B 3 rd Floor	3XDPA500/06x100kW / 288 x Sprinter Battery*	13.05.2015	20.05.2017

* Warranty expiring date for Sprinter batteries, moved from 1st floor: 19.1.2017

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C PRICING

C1 Contract Prices

Five year maintenance materials evenly distributed over five years

A1.1/1 First Floor 30 modules			
	WARRANTY PERIOD ANNUAL COST, NOK	AFTER WARRANTY ANNUAL COST, NOK	ONE-OFF COST, NOK
1.1 24x7 Hot-Line			
1.2 Four Hours Emergency Response Time	214.500,-	266.000,-	
2.1 Annual Preventive Maintenance			
2.2 Repair Hours			
3.1 Periodic Change of Capacitors and Fans*	157.000,-	231.800,-	
3.2 Repair Materials			
3.3 On-Site Spare Modules (active and passive sub-modules) and Fuses Kit			84.000,-
4.1 AKKA On-line Battery Monitoring (Fixed Installation)			380.000,-
4.2 Alternative AKKA periodic Battery Monitoring (2 x Year) **	(178.500,-)	(178.500,-)	Measurement cable cost (TBC)
TOTAL	371.500,-	497.800,-	464.000,-

A1. x/x Following Floors 30 modules			
	WARRANTY PERIOD ANNUAL COST, NOK	AFTER WARRANTY ANNUAL COST, NOK	ONE-OFF COST, NOK
1.3 24x7 Hot-Line			
1.4 Four Hours Emergency Response Time	181.000,-	230.000,-	
2.1 Annual Preventive Maintenance			
2.2 Repair Hours			
3.1 Periodic Change of Capacitors and Fans*	158.000,-	232.000,-	
3.2 Repair Materials			
3.3 On-Site Spare Modules (active and passive sub-modules) and Fuses Kit			84.000,-
4.1 AKKA On-line Battery Monitoring (Fixed Installation)			380.000,-
4.2 Alternative AKKA periodic Battery Monitoring (2 x Year) **	(178.500,-)	(178.500,-)	Measurement cable cost (TBC)
TOTAL	339.000,-	462.000,-	464.000,-

* cost is evenly distributed over five years

** 4.1 and 4.2 are possible battery monitoring alternatives, require measurement cable installation

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C2 Non-contractual Services

Technical services and materials exceeding the scope of the annual contract will be charged on hourly and cost basis.

For rates, see Appendix D "ABB_Service_Rates<CURRENT-YEAR>_UPS_EN_NOK"

Prices: In NOK, excluding VAT and other taxes.

Travel costs are excluded, and invoiced in accordance with "Statens Reiseregulativ" topped by 10% handling fee.

Price changes are due to changes of cost for labor and material. Contractor shall issue price changes with no less than four months written prior notice.

Invoicing: Annual fees in the beginning of each contract period.

DIGIPLEX, Fetsund Data Center ABB UPS



Maintenance Contract: ABBUPS001115

APPENDIX 2, Product List

A1/1 UPS SYSTEMS A- and B-SIDE

ZONE-SIDE	PRODUCT	INTERNAL NUMBER	TYPE	SERIAL NR:	DATE OF COMMISS.	END OF WARRANTY
<hr/>						
A1/1-A	UPS FRAME	1	DPA500	5U67	17.10.2014	19.01.2017
A1/1-A	UPS FRAME	2	DPA500	5U68	17.10.2014	19.01.2017
A1/1-A	UPS FRAME	3	DPA500	5U72	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	1	DPA 100kW	A5M267	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	2	DPA 100kW	A5M277	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	3	DPA 100kW	A5M275	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	4	DPA 100kW	A5M278	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	5	DPA 100kW	A5M261	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	6	DPA 100kW	A5M276	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	7	DPA 100kW	A5M258	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	8	DPA 100kW	A5M265	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	9	DPA 100kW	A5M263	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	10	DPA 100kW	A5M262	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	11	DPA 100kW	A5M307	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	12	DPA 100kW	A5M174	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	13	DPA 100kW	A5M310	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	14	DPA 100kW	A5M308	17.10.2014	19.01.2017
A1/1-A	UPS MODULE	15	DPA 100kW	A5M306	17.10.2014	19.01.2017
A1/1-A	BATTERY	1...15	Marathon XL12V70, 600 pcs	-	April 2015	April 2017
A1/1-A	BATT. BREAKER	1...15	ABB Tmax 250 A	-	17.10.2014	19.01.2017
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A1/1-B	UPS FRAME	1	DPA500	5U70	17.10.2014	19.01.2017
A1/1-B	UPS FRAME	2	DPA500	5U71	17.10.2014	19.01.2017
A1/1-B	UPS FRAME	3	DPA500	5U69	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	1	DPA 100kW	A5M285	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	2	DPA 100kW	A5M291	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	3	DPA 100kW	A5M284	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	4	DPA 100kW	A5M289	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	5	DPA 100kW	A5M287	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	6	DPA 100kW	A5M293	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	7	DPA 100kW	A5M294	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	8	DPA 100kW	A5M296	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	9	DPA 100kW	A5M297	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	10	DPA 100kW	A5M301	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	11	DPA 100kW	A5M282	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	12	DPA 100kW	A5M274	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	13	DPA 100kW	A5M264	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	14	DPA 100kW	A5M266	17.10.2014	19.01.2017
A1/1-B	UPS MODULE	15	DPA 100kW	A5M268	17.10.2014	19.01.2017
A1/1-B	BATTERY	1...15	Marathon XL12V70, 600 pcs	-	April 2015	April 2017
A1/1-B	BATT. BREAKER	1...15	ABB Tmax 250 A	-	17.10.2014	19.01.2017

DIGIPLEX, Fetsund Data Center ABB

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APPENDIX 2, UPS Systems

A1/2 UPS SYSTEMS A- and B-SIDE

ZONE-SIDE	PRODUCT	INTERNAL NUMBER	TYPE	SERIAL NR:	DATE OF COMMISS.	END OF WARRANTY
A1/2-A						
A1/2-A	UPS FRAME	1	DPA500	5U109	18.02.2015	03.03.2017
A1/2-A	UPS FRAME	2	DPA500	5U110	18.02.2015	03.03.2017
A1/2-A	UPS FRAME	3	DPA500	5U111	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	1	DPA 100kW	DXM413	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	2	DPA 100kW	DXM411	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	3	DPA 100kW	DXM398	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	4	DPA 100kW	DXM396	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	5	DPA 100kW	DXM395	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	6	DPA 100kW	DXM409	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	7	DPA 100kW	DXM419	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	8	DPA 100kW	DXM400	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	9	DPA 100kW	DXM399	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	10	DPA 100kW	DXM410	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	11	DPA 100kW	DXM424	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	12	DPA 100kW	DXM420	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	13	DPA 100kW	DXM415	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	14	DPA 100kW	DXM412	18.02.2015	03.03.2017
A1/2-A	UPS MODULE	15	DPA 100kW	DXM423	18.02.2015	03.03.2017
A1/2-A	BATTERY	1...15	Marathon XL12V70, 600 pcs	-	18.02.2015	03.03.2017
A1/2-A	BATT. BREAKER	1...15	ABB Tmax 250 A	-	18.02.2015	03.03.2017
A1/2-B						
A1/2-B	UPS FRAME	1	DPA500	5U112	18.02.2015	03.03.2017
A1/2-B	UPS FRAME	2	DPA500	5U113	18.02.2015	03.03.2017
A1/2-B	UPS FRAME	3	DPA500	5U114	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	1	DPA 100kW	DXM271	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	2	DPA 100kW	DXM428	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	3	DPA 100kW	DXM422	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	4	DPA 100kW	DXM397	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	5	DPA 100kW	DXM402	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	6	DPA 100kW	DXM418	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	7	DPA 100kW	DXM416	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	8	DPA 100kW	DXM417	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	9	DPA 100kW	DXM401	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	10	DPA 100kW	DXM412	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	11	DPA 100kW	DXM405	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	12	DPA 100kW	DXM407	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	13	DPA 100kW	DXM403	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	14	DPA 100kW	DXM408	18.02.2015	03.03.2017
A1/2-B	UPS MODULE	15	DPA 100kW	DXM394	18.02.2015	03.03.2017
A1/2-B	BATTERY	1...15	Marathon XL12V70, 600 pcs	-	18.02.2015	03.03.2017
A1/2-B	BATT. BREAKER	1...15	ABB Tmax 250 A	-	18.02.2015	03.03.2017

DIGIPLEX, Fetsund Data Center



ABB UPS Maintenance Contract

APPENDIX 2, UPS Systems

A1/3 UPS SYSTEMS A- and B-SIDE

ZONE-SIDE	PRODUCT	INTERNAL NUMBER	TYPE	SERIAL NR:	DATE OF COMMISS.	END OF WARRANTY
A1/3-A	UPS FRAME	1	DPA500	5U133	12.05.2015	20.05.2017
A1/3-A	UPS FRAME	2	DPA500	5U134	12.05.2015	20.05.2017
A1/3-A	UPS FRAME	3	DPA500	5U137	12.05.2015	20.05.2017
A1/3-A	UPS MODULE	1	DPA 100kW	DXM474	12.05.2015	20.05.2017
A1/3-A	UPS MODULE	2	DPA 100kW	DXM472	12.05.2015	20.05.2017
A1/3-A	UPS MODULE	6	DPA 100kW	DXM473	12.05.2015	20.05.2017
A1/3-A	UPS MODULE	7	DPA 100kW	DXM470	12.05.2015	20.05.2017
A1/3-A	UPS MODULE	11	DPA 100kW	DXM485	12.05.2015	20.05.2017
A1/3-A	UPS MODULE	12	DPA 100kW	DXM488	12.05.2015	20.05.2017
A1/3-A	BATTERY	1...6	Sprinter XP12V875, 288 pcs	-	12.05.2015	19.01.2017
A1/3-A	BATT. BREAKER	1...15	ABB Tmax 250 A	-	12.05.2015	20.05.2017
A1/3-B	UPS FRAME	1	DPA500	5U136	12.05.2015	20.05.2017
A1/3-B	UPS FRAME	2	DPA500	5U138	12.05.2015	20.05.2017
A1/3-B	UPS FRAME	3	DPA500	5U135	12.05.2015	20.05.2017
A1/3-B	UPS MODULE	1	DPA 100kW	DXM484	12.05.2015	20.05.2017
A1/3-B	UPS MODULE	2	DPA 100kW	DXM483	12.05.2015	20.05.2017
A1/3-B	UPS MODULE	6	DPA 100kW	DXM487	12.05.2015	20.05.2017
A1/3-B	UPS MODULE	7	DPA 100kW	DXM482	12.05.2015	20.05.2017
A1/3-B	UPS MODULE	11	DPA 100kW	DXM480	12.05.2015	20.05.2017
A1/3-B	UPS MODULE	12	DPA 100kW	DXM481	12.05.2015	20.05.2017
A1/3-B	BATTERY	1...6	Sprinter XP12V875, 288 pcs	-	12.05.2015	19.01.2017
A1/3-B	BATT. BREAKER	1...15	ABB Tmax 250 A	-	12.05.2015	20.05.2017

DigiPlex Fet AS Customer Site Specific Information:

1 Key Site Details:

Facility Manager: Tore Holmberg
DigiPlex Fet AS
Heiaveien 9, 1900 Fetsund, Norway
Mobile: 0047 906 84 022
e-Mail: tholmberg@digiplex.no

Operations Engineer: Tommy Solberg
DigiPlex Fet AS
Heiaveien 9, 1900 Fetsund, Norway
Mobile: 0047 948 08 594
e-Mail: tsolberg@digiplex.no

Operations Director Norway: Oddvar Dahle
DigiPlex Fet AS
Ulvenveien 89B, Oslo 0581, Norway
Mobile: 0047 954 12 830
Fax: 0047 23 20 78 71
e-Mail: odahle@digiplex.no

2 Access Arrangements:

Via front entrance, report to reception upon each visit.

Approved change control and work permit has to be obtained before work can commence at site; corresponding information has to be at the reception for reference otherwise access will be denied.

3 Onsite induction:

The Contractor should adhere to all relevant onsite controls outlined in the onsite induction and in the Safety Rules and Codes of Practice.

4 Site Access:

DigiPlex operates a secure data centre facility. All visitors must be pre-approved before access to site shall be given.

5 Risk Assessment:

DigiPlex operates a Safe System of Work on its sites using a proprietary web based tool known as e-Permit. All work on site is approved using this system. Suitable and sufficient Risk Assessments and Method Statements (RAMS) for all works must be provided in advance by the Contractor for Approval. The preferred method of submission is for the Contractor to be registered to the system to allow the submission of RAMS and access requests electronically. If the Contractor wishes to become registered on the system further details can be provided.

Alternatively, by agreement suitable and sufficient RAMS may be submitted by e-mail to the site Facility Manager for assessment.

6 Customer Change management:

DigiPlex operates a formal Change Management notification process with its customer. It is essential therefore that Service Visits take place on the agreed dates. The contractor is to contact the DigiPlex nominated site contact a minimum of seven days in advance of the agreed Service Visit date to confirm the visit and where necessary seek approvals for special working, etc.

7 Report:

The contractor is to provide fully completed Engineering Reports for all site work, this paperwork being authorised by both the contractor's Engineer and the DigiPlex site contact.

8 Security Details:

Security clearance will be required for all operatives who work on site. Proof of identification will be requested and may be retained whilst on site.

9 Parking Details:

Cars shall be parked only in spaces as directed by the site receptionist.



Annual UPS Training:

The Contractor shall supply on-site training to the site based maintenance personnel on an annual basis as part of their maintenance tasks.

Training will be organized as one or more half-day training sessions.

One training shall include the following:

System overview.

System theory.

System as applied at DigiPlex, including:

Interface with other systems.

Safe systems of operation, including:

Personnel safety,
Business continuity/services uptime.

Inspection of the system.

Operational training, including:

Inspection,
Control/operation,
Maintenance requirements,
Fault conditions – including interrogation and re-setting.

Demonstration of the operator's manual:

Practical/hands on.

Contact details including:

During normal working hours,
Out of normal working hours,
Escalation procedure.

Statutory and recommended third party inspection routines.

Questions and answers.



M 2000

GENERAL CONDITIONS FOR MAINTENANCE - M 2000

Brussels, September 2000

PREAMBLE

- These General Conditions shall apply when the parties agree in writing or otherwise thereto. When the General Conditions apply to a specific contract, modifications of or deviations from them must be agreed in writing.

DEFINITIONS

- In these General Conditions the following terms shall have the meaning hereinafter assigned to them:

"Contract" shall mean the written agreement between the parties concerning maintenance to be performed by the Contractor, and all appendices, including agreed amendments and additions to the said documents.

"Equipment" shall mean the specific equipment, which is subject to maintenance under the Contract.

"Gross Negligence" shall mean an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission.

"In Writing" shall mean by document signed by the parties or by letter, fax, electronic mail and by such other means as are agreed by the parties.

"Wearing Parts" shall mean those parts of the Equipment, which shall be replaced under the preventive maintenance. The Contract shall identify the Wearing Parts and the intervals at which they shall be replaced.

SCOPE OF THE MAINTENANCE

- Contractor undertakes to perform preventive and corrective maintenance of the Equipment to the extent specified in the Contract.

PREVENTIVE MAINTENANCE

- Preventive maintenance shall be carried out at the times or with the intervals specified in the Contract. Unless otherwise agreed the preventive maintenance shall include:
 - checking the condition of the Equipment
 - functional check
 - adjustments
 - provision and replacement of Wearing Parts
 - cleaning and necessary lubrication

CORRECTIVE MAINTENANCE

- Corrective maintenance shall be undertaken in order to remedy any functional defects which have arisen in the Equipment. It shall be commenced with all speed or within the time specified in the Contract. Unless otherwise agreed the corrective maintenance shall include:
 - fault tracing
 - remedying of the defect
 - provision and replacement of spare parts
 - functional check

CONTRACTOR'S MAINTENANCE REPORT

- The Contractor shall make a report In Writing containing his observations and the measures taken. The Contractor shall provide a copy of the report to the Customer each time he has performed maintenance work. The report shall, unless otherwise agreed, be in the same language as the Contract.

ORIGINAL PARTS

- Unless otherwise agreed, the Contractor and the Customer shall only use parts of the original brand or parts of equivalent quality when carrying out maintenance and daily care of the Equipment.

CUSTOMER'S DAILY CARE. LOG

- The Customer shall be responsible for the necessary daily care of the Equipment. He shall, if so specified in the Contract, further keep a log of the operation and care of the Equipment.

CONTRACTOR'S EXCLUSIVE RIGHT

- The Customer shall not, except as specified in Clauses 17 and 27, without the Contractor's consent, himself carry out or have others carry out the maintenance which under the Contract shall be carried out by the Contractor. If the Customer does so, the Contractor's responsibility for previously performed maintenance shall cease, unless the result of the maintenance is not affected by the Customer's measures.

ALTERATIONS TO THE EQUIPMENT

- The Customer shall without undue delay inform the Contractor by notice In Writing of any alterations concerning the Equipment or its operation or other measures taken by the Customer which may affect the Contractor's obligations under the Contract.

If such alterations or measures seriously affect the Contractor's obligations, and if the parties fail to agree on how to amend the Contract in respect thereof, the Contractor may, with immediate effect, terminate the contract by notice in Writing to the Customer. The Contractor shall in case of such termination also be entitled to compensation under Clause 32.

WORKING CONDITIONS

11. The Customer shall ensure that the maintenance is not carried out under dangerous or unhealthy conditions, and shall take all necessary measures to protect the Contractor's personnel from exposure to any safety or health hazard.

The Customer shall ensure that the Contractor's personnel are informed of any safety regulations in force at the place where the maintenance is carried out.

The Contractor shall inform the Customer of any special hazards that the maintenance work may entail.

TECHNICAL DOCUMENTATION

12. The Customer shall provide the technical documentation (e.g. up to date drawings, descriptions, charts and instructions) in his possession, which is necessary for carrying out the agreed maintenance. The Customer shall further provide the log referred to in Clause 8. The Contractor may not use such documentation for any purpose other than to fulfil the Contract.

NOTICE OF PREVENTIVE MAINTENANCE

13. Unless the time for preventive maintenance is specified in the Contract, the Contractor shall notify the Customer at least one week in advance of the time when the preventive maintenance will be carried out.

CO-ORDINATION OF PREVENTIVE AND CORRECTIVE MAINTENANCE

14. If corrective maintenance is carried out shortly before preventive maintenance is due, the Contractor may, with the Customer's consent, thereby also carry out the preventive maintenance.

For such co-ordinated maintenance the Contractor may not charge the Customer for any costs which are already covered by the agreed fee for preventive maintenance.

If the times for preventive maintenance are specified in the Contract, they shall not otherwise be changed as a result of this deviation.

CONTRACTOR'S ACCESS TO THE EQUIPMENT. WORKING HOURS

15. The Customer shall ensure that the Contractor has access to the Equipment at the agreed or notified time for maintenance.

Unless otherwise agreed, the maintenance shall be carried out during the Contractor's normal working hours.

CUSTOMER'S DELAY

16. The Customer shall immediately notify the Contractor if he cannot let the Contractor carry out the maintenance at the agreed or notified time.

Regardless of the cause for such delay the Customer shall reimburse the Contractor for any additional costs that the latter incurs due to the delay.

CONTRACTOR'S DELAY

17. If the Contractor fails to carry out the maintenance at the agreed or notified time and such delay is not due to the Customer, the following shall apply:

- In case of late preventive maintenance the Customer shall fix a final period within which the Contractor shall have carried out the maintenance. If the Contractor fails to do so, the Customer may carry out the maintenance himself or employ others to do so.
- In case of late corrective maintenance the Customer may – having notified the Contractor thereof – carry out the maintenance himself or employ others to do so.

Unless the delay is due to force majeure as defined in Clause 29, the Contractor shall reimburse the Customer any additional costs he incurs for such maintenance. The Contractor shall, regardless of the cause of the delay, repay the amount he may have received for the maintenance in question.

Except as specified in this Clause 17 the Customer shall not be entitled to any compensation for the Contractor's delay.

FEES FOR PREVENTIVE MAINTENANCE

18. Unless otherwise agreed the fee for preventive maintenance shall include payment for all work carried out by the Contractor and for Wearing Parts, for time and costs for travel, board and lodging and transport costs.

If the Contractor's personnel are required to work outside normal working hours or to wait due to circumstances for which the Customer is responsible, the costs therefore shall be invoiced separately in accordance with the norms currently applied by the Contractor.

The agreed fee is exclusive of any taxes or dues levied on the invoice in the Customer's country.

PAYMENT FOR CORRECTIVE MAINTENANCE

19. Unless otherwise agreed the corrective maintenance carried out by the Contractor shall be paid on a time basis. The Contractor's invoice for corrective maintenance shall specify the following items separately:

- working time
- time and costs for travel, board and lodging and transport costs
- payment for spare parts
- payment for other material which has been used
- waiting time and overtime caused by the Customer.

The charges for each item shall be in accordance with the norms and price lists currently applied by the Contractor. The specified amount is exclusive of any taxes or dues levied on the invoice in the Customer's country.

PRICE ESTIMATE

20. In case of corrective maintenance the Contractor shall, at the Customer's request, provide a price estimate after fault tracing but before undertaking any other work. The estimate shall not be binding, but the Contractor shall inform the Customer if it becomes apparent that the final price will exceed the estimate by more than 10 percent. If the Customer, after receiving the price estimate or such last mentioned notice, chooses not to proceed, he shall nevertheless pay the Contractor for the work he has performed.

PAYMENT. INTEREST ON LATE PAYMENT

21. Unless otherwise agreed the fee for preventive maintenance shall be paid before the start of each contract period. Payment shall be made against invoice no later than 30 days after the date of the invoice.

Any other payment shall be made against invoice no later than 30 days after the date of the invoice.

If the Customer fails to pay by the due date, the Contractor shall be entitled to interest from the date when the payment became due. The rate of interest shall be as specified in the Contract or as otherwise agreed. If the parties fail to agree on the rate of interest it shall be 8 percentage points above the rate of the main refinancing facility of the European Central Bank in force on the due date of payment. In addition the Contractor may, after having notified the Customer thereof, suspend his performance of the Contract until he receives payment. The Customer shall then further compensate the Contractor for any additional costs incurred when resuming the maintenance.

LIABILITY FOR DEFECTS

22. If the Contractor has failed to correctly perform the maintenance specified in the Contract, or if there is a defect in a part which he has provided under the Contract, the Contractor shall, after receipt of a notice under Clause 24 or after he himself discovered the defect, without delay at his own cost remedy the defect.

LIABILITY PERIOD

23. Unless otherwise agreed the Contractor shall be liable for the preventive maintenance work during the currency of the contract and for a period of six months after the contract has expired. The Contractor shall be liable for corrective maintenance work for a period of six months after the work was performed.

The Contractor's liability for parts he has provided under the contract shall only apply to defects which become apparent within twelve months after he installed the part in question in the Equipment, or – if the Contractor has not installed the part – after he delivered it to the Customer.

NOTICE OF DEFECTS

24. The Customer shall without undue delay notify the Contractor In Writing of any defect, which appears in the work performed, or the parts provided by the Contractor. If the Customer fails to give notice of a defect without undue delay he shall lose his rights in respect of the defect, except where the defect is such that it should have been apparent to the Contractor.

CONTRACTOR'S FAILURE TO REMEDY DEFECTS

25. If the Contractor fails to fulfil his obligations under Clause 22 within a reasonable time, the Customer may, having notified the Contractor thereof In Writing, himself undertake or employ a third party to undertake necessary remedial work at the risk and expense of the Contractor, provided that the Customer proceeds in a reasonable manner.

MEASURES TO PREVENT DAMAGE

26. If defects in the Contractor's work or parts provided by him may cause damage, the Customer shall take any immediate measures, which are necessary to prevent or mitigate such damage. The Contractor shall compensate the Customer for the necessary costs for such measures.

LIABILITY FOR DAMAGE TO THE CUSTOMER'S PROPERTY

27. The Contractor shall be liable for damage to the Customer's property caused by the Contractor's negligence in connection with the maintenance work under the Contract. The Contractor's liability shall, unless otherwise agreed, for each occurrence be limited to 50 000 EUR or the corresponding amount in the currency of the Customer's country, or five times the yearly fee specified in the Contract, if this is a higher amount.

LIMITATION OF LIABILITY

28. The Contractor's liability under Clauses 22 and 26 does not cover defects or damage due to circumstances for which the Contractor is not responsible, such as incorrect use of the Equipment, incorrect daily care by the Customer (Clause 8), faulty maintenance by the Customer as referred to in Clause 17 or incorrect measures under Clause 26. Nor shall the Contractor be liable for normal wear and tear.

The Contractor shall have no liability for defective work, defective parts provided under the Contract or otherwise for his negligence except as stated in Clauses 22, 25, 26 and 27. This also applies to any loss, which may be caused in connection therewith such as loss of production, loss of use, loss of profit or any other consequential economic loss. This limitation of the Contractor's liability shall not apply, however, where he has been guilty of Gross Negligence.

If the Contractor incurs liability towards any third party for loss or damage arising in connection with performance of the Contract, the Customer shall indemnify, defend and hold the Contractor harmless to the extent that the Contractor's liability is limited as stated in this Clause.

If a claim for loss or damage as described in this Clause is lodged against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

FORCE MAJEURE

29. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries or work by sub-contractors caused by any such circumstances referred to in this Clause.

A circumstance referred to in this Clause, whether occurring prior to or after the formation of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance.

Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under this Clause for more than six months.

CONTRACT PERIOD. NOTICE OF NEW FEE

30. Unless otherwise agreed, the Contract is concluded for a period of one year and shall be prolonged by one year at a time, unless terminated by notice In Writing at least

two months before the expiry of the current contract period.

Unless the agreed fee is to be adjusted according to an index clause, the Contractor may demand an increase of the agreed fee, provided that he informs the Customer In Writing of the fee he requires for the coming contract period at least three months before the expiry of the current contract period.

ASSIGNMENT. SUBCONTRACTING

31. Neither party may assign the Contract to a third party. The Contractor may, however, after notifying the Customer thereof in writing, subcontract performance of the maintenance to a third party. The Customer shall be informed of the identity of the subcontractor. Such subcontracting shall not in any way affect the Contractor's obligations under the Contract.

TERMINATION

32. In addition to what is specified in Clauses 10, 29 and 30 each party may terminate the Contract with immediate effect if the other party commits a serious breach of the Contract and fails to remedy such breach within 30 days after notice In Writing of the breach has been sent. Termination shall be made by notice In Writing. If the Contract is terminated under this Clause or under Clause 10, the party terminating the Contract shall be entitled to compensation for the loss he has suffered. Except as stated in Clause 28, third paragraph, such compensation shall, unless otherwise agreed, not exceed five times the yearly fee specified in the Contract.

DISPUTES. APPLICABLE LAW

33. All disputes arising in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

The Contract shall be governed by the substantive law of the Contractor's country.

This is an Orgalime publication. Orgalime groups the central trade federations of the mechanical, electrical, electronic and metalworking industries in eighteen European countries and provides liaison between these organisations in the legal, technical and economic fields.

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ABB Quality policy



There are many dimensions in which ABB can compete, but none of these are meaningful for our customers without a foundation of quality. The responsibility for quality is something that must be owned by every person, every business, and every location that ABB calls home.



Ulrich Spiesshofer, CEO ABB

To ensure that we meet our responsibilities and obligations to our customers, our people, our partners, our suppliers and to our shareholders we are committed to the following Quality Objectives:

- Deliver on-time & on-quality products, systems and services that meet or exceed our customer's expectations.

- Identify and understand our customer's expectations, measure customer perceptions, and implement improvements to increase customer satisfaction.
- Enable and engage our people at all levels in a relentless drive to improve operational performance along the value chain from suppliers to customers.
- Increase the motivation and skills of our people to add value to our customers and our businesses, through continual training and development.
- Leverage our partners & suppliers strengths to improve our products and our businesses from product design through production, installation and operation.
- Embed social responsibility & company ethics policies in our business practices.
- Continually improve environmental, health and safety performance through all products, operations, systems and services.

HSE-policy

ABB strives to provide a safe and healthy working environment at all sites and facilities that it owns and operates, and to take adequate steps to prevent incidents and injury to health arising from the course of work by minimizing or eliminating so far as is reasonably practicable, the causes of hazards inherent in the working environment.

HSE is an integrated part of all our activities and leadership at all levels is based on behavior as a key factor. ABB's philosophy is zero harm to people, the environment and material assets based on a conviction that all harm can be prevented by systematic and goal-oriented HSE work. ABB strives to ensure that all activities should be based on and operated by risk assessment. Eight health and safety «expectations» support the policy and comprise the framework

of the health and safety culture we are pursuing in ABB:

1. Leadership and accountability - clearly defined responsibilities, resources, and accountability for managers
2. Managing health and safety risks - at every stage of project, service or manufacturing life cycle, where meeting national and international standards is the minimum requirement
3. Demonstrating health and safety competence so that all managers, employees, safety advisors and contractors know their responsibilities, have the training and experience to carry them out
4. Ensuring safe contractors and business partners by selecting contractors and suppliers that perform to ABB's health and safety requirements
5. Ensuring health and safety is integrated into the processes for managing change, both globally and locally
6. Ensuring a crisis and emergency management system is in place
7. Ensuring accident analysis and prevention is in place.
8. Routine review of health and safety performance by managers, supported by a reporting process

ABB AS



Steffen Waal
Country Manager



	A Daytime 7,5hrs/day NOK/hour	B Overtime 50% NOK/hour	C Overtime 100% NOK/hour	D Offshore 12hrs/day NOK/hour	E Travel time NOK/hour
1 Advanced Services *	2081	2914	3330	2601	2081
2 Specialist Service	1764	2469	2822	2205	1764
3 Senior Service Engineer/Technician	1612	2256	2579	2015	1612
4 UPS Service Engineer/Technician	1424	1994	2279	1781	1424
5 Assembler Specialist	1224	1713	1958	1529	1224
6 Factory specialist	Rates on request				

* In addition to Advanced Services, this rate is exclusively used for remote work according to ABB Remote Monitoring Operation Room procedure and regulations, or where the equipment is in Classic / Extended Life Cycle Status.

A Onshore Daytime: 7,5 hrs working time pr. Day between 0800hrs and 1600hrs,

B Onshore Overtime 50%: 0800-1200 on Saturdays.
5 first hours after normal daytime mon-fri (1600hrs-2100hrs)

C Onshore Overtime 100%: After 2100 hrs monday-friday and after 1200hrs on Saturdays
All day Sundays and Holydays

D Offshore 12hrs/day: 12hrs working time pr. Day between 0700hrs and 1900hrs,
Workinghours >12hrs/day from Monday to Sunday as cat C
Nightwork and extension > 14 days as category C

An administration fee 10% will be added to the following expences: Cost related to Personal Safety Equipment as required by the work conditions, Travel, Fares, Taxis, Hotels, Food etc.

GENERAL CONDITIONS ORGALIME M2000/R02, NL09 / NLM 10, with ABB specific amendments

The prices are net prices exclusive of tax etc. If due to laws, ordinances or agreement in the country where the work is carried out any charges or duties are to be charged to the wages or other fees, they are to be paid by the customer

The above prices (4) are valid for UPS services throughout 2015

PRODUCT DESCRIPTION

NEWAVE SA
A Member of the ABB Group

By: Jukka Valkonen

Doc.nr: SJLU0110

Date: 19.5.2009

Approved: Henri Kapp

Date: 1.6.2009

SERVICE PRODUCT: PREVENTIVE MAINTENANCE ABB UPS 3-PHASE SYSTEM

1. Product Assets:

- UPS system status report, detailed
- Battery status report, general or detailed
- Future failure prevention
- Environmental control
- Final report, risk review and upgrade proposals, if applicable
- Targets to 100% availability

2. Product Description:

The following services are included:

2.1 Preventive Maintenance

- annually for UPS in normal operational conditions
- general environmental control
- complete, thorough cleaning of units, modules and frames
- internal and connecting cables, joints and groundings control
- load level and load distribution checks
- control of user and service logs, download if applicable
- Verification, measurement and possible adjustment of:
 - Fans
 - AC and DC Capacitors
 - System main circuits values (ACin, DC, Battery, ACout)
 - Adjustable system parameters
 - Internal control functions
 - local and remote user interface

ABB AS, Discrete Automation and Motion Division, Bergerveien 12, 1375 Billingstad, Norway



2.2 Functional Tests

Tests will be planned and performed respecting the following conditions:

- Customer prior approval only
- Not hurting load availability
- Matched to system topology

Tests may include:

- Load transfer to static bypass
- Return to inverter
- Utility power failure simulation
- Transfer to external maintenance bypass
- Alarms and functioning indications during test
- External (switchboards, other) signals functioning

2.3 Reporting

Reporting according to manufacturer's practice.

3. Product does not include:

- Failure repair hours
- Failure repair materials
- Other maintenance materials
- Working outside normal working hours (see attached document *ABB_Service_Rates(CURRENT-YEAR)_UPS_EN_NOK*).

4. Duties

- Parties shall in time agree on the point of time for maintenance work
- ABB shall allocate adequate service resources for the work, and give to customer required information about these resources
- Customer shall arrange for ABB service personnel entry to the site within agreed maintenance period
- Customer shall make its own site personnel (usually one person) available for the maintenance period