**TROES ENERGY STORAGE SYSTEM MAINTENANCE SERVICE**

# APPLICATION

This form details the **Energy Storage System Maintenance Service** agreement betweenTROES Corp. (“Supplier”) and Al’s Electric (“Buyer”)

PROJECT: AL’ Electric NB Shediac553KWH / 100KW BATTERY ENERGY STORAGE SYSTEM

LOCATION: DSS PENSION CENTER, 10 WELDON ST, SHEDIAC, NB E4P 2X7

SYSTEM PRODUCTION CODE: ESS202102010008

# MAINTENANCE SERVICES

## Commencement and Term

Maintenance for the Energy Storage System shall commence on the date that the Energy Storage System has been commissioned and shall continue for the duration of the applicable Order Form Term.

Commence date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Offerings

[Note to Troes: Please describe the maintenance offering in this section. For example, remote offering, hours of service, onsite service, etc. Are there different maintenance packages available? If yes, please set out each package in a separate section.]

### Regular Maintenance: [Describe any preventative maintenance offering.]

### Corrective Maintenance: [Describe any corrective maintenance offering.]

# ADDITIONAL CHARGES

## Travel

## The annual fee covers one-time travel cost during a year, usually the on-site travel occurs during the 12-month regular inspection, the extra travel cost will be billed separately.

## Onsite labor

## The annual fee covers one-time on-site service during a year, usually the on-site service occurs during the 12-month regular inspection, the extra onsite service will be billed separately.

## Parts

The annual fee covers HVAV filters, AC cables, DC cables, communication cables. Battery cell or battery packs, PCS components are excluded etc. Details are set out in Appendix TROES Maintenance-schedule.

# To avoid extra onsite labor and travel cost, customer shall assign on-site personnel to cooperate with TROES staff to provide

# Regular remote inspections as required. The contact information from customer side is as follows:

# Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# CUSTOMER OBLIGATIONS

## Requirement

Customer acknowledges and agrees that for Troes to perform the maintenance services, Customer must perform its obligations set out in this Appendix. Failure to do so may result in a delay or an inability for Troes to perform the maintenance services or may require an additional charge from Troes to perform any corrective action.

## Telecommunications

Customer, at its expense, shall maintain telecommunication cables connection to the Energy Storage System, which will provide Troes with remote access to the Energy Storage System. TROES shall have access at all times to the ESS and any documents, data log, materials and records and accounts relating to ESS operations for purposes of inspection and maintenance.

## Customer shall authorize TROES to keep and maintain the ESS operating logs, records, and reports that document the operation and maintenance of the ESS in the cloud for historical operation inspection.

## Site

### *Environmental:* Customer will maintain environmental conditions in the Designated Space throughout the term of the applicable Order Form in accordance with the specifications established by Troes from time to time.

### *Space and Access:* Customer, at its expense, shall provide Troes with access to adequate work space and work facilities at the Site to allow Troes to provide the on-site maintenance services specified herein. Troes shall be provided access to the Designated Space in accordance with the provisions set out in Schedule “A” – GTC to the Agreement.

## Routine Daily Maintenance

Customer will perform routine maintenance in accordance with Troes' current operating manuals for the Energy Storage System.

## Assistance

In addition to the cooperation set out in Schedule “A” – GTC to the Agreement, Customer will supply Troes with all documentation and assistance necessary to demonstrate and diagnose each Energy Storage System malfunction and will allow Troes to implement promptly each repair, temporary procedure, field change order or other action, to restore the Energy Storage System to good operating condition.

## Relocation

Customer may not relocate or move the Energy Storage System. If Customer desires to relocate the Energy Storage System to a different Designated Space, then Customer must engage Troes to perform such move. Any such relocation service shall be subject to a separate charge and Order Form for professional services.

# MAINTENANCE SERVICE LIMITATIONS

## Exclusions

Troes will have no obligation under to provide Maintenance Service or replacement parts required because of:

### accident, neglect, misuse, failure of electric power, failure of Customer to provide appropriate environmental conditions, relocation of the Energy Storage System, or causes other than ordinary use; or

### Customer repairs or alterations, or attempted repairs or alterations, of any item of Energy Storage System or component thereof; or

### Customer's connection of another machine or device to the Energy Storage System which makes Maintenance Service impractical; or

### disaster, including but not limited to, fire, smoke, water, wind, earthquake or lightning.

Troes' Maintenance Services do not include cosmetic repairs, furnishing supplies or accessories, making accessory changes, attaching additional devices or the relocation of the Energy Storage System.

## Liability

Customer assumes all liability for personal injury to Customer, its employees, agents, or contractors arising out of any actions taken by Customer, its employees, agents, or contractors relating to any repairs to the Energy Storage System conducted by Customer.