

Innovative Controls Inc. Annual service contract agreement

December 2015 to December 2016

Items specifically listed below are available as standard service contract options. Desired services not listed are available for your project on a negotiated basis per service. Innovative Controls Inc. reserves the right to have a qualified local contractor perform required work on site (qualifications to be determined by Innovative Controls Inc.) if the site location is greater than 200 miles from Boise, ID.


1. Unlimited phone and internet support of your site:
 - Unlimited phone and/or tech support via the internet site connection will be provided for the duration of the service agreement.
2. Onsite training:
 - 2 hours of training will be available in conjunction with #3 below for each performance check visit. Additional training can be negotiated on a case by case basis at \$65/hour + travel.
3. System Performance check
 - A certified DDC technician will travel to the site to perform system testing and calibration which will at a minimum verify all system sensors are operational and within calibration tolerances, all damper actuators are operating correctly, all valve actuators are operating correctly.
 - The DDC technician shall verify all programming databases are current and saved onsite as well as saved on a laptop computer for archive storage on the Innovative Controls Inc. system in the event system restoration should be required.
 - Each visit shall be comprised of 8 working hours on site.
 - This agreement contains 1 visit per year; additional visits are possible at the rate of \$1200/visit.
 - Timing of the visit(s) will be at the owner's discretion. Innovative Controls Inc. will make every attempt to accommodate this but reserves the right to be with a +/- 14 day window from the requested date.
4. Discrepancies found during training or service visits
 - Discrepancies found will be presented to the site owner/operator in the form of a written summary.
 - Correction of the discrepancies will be at the owner's request.
 - Correction work will commence upon receipt of written purchase order from the owner/operator.

5. Labor rates for corrections requested shall be \$65.00/hour under this service agreement. Parts will be provided at no more than cost +10% markup.
6. Equipment failures. With an active service agreement in effect any non-warranty part that fails or requires replacement that was originally supplied by Innovative Controls Inc. will be provided at cost with no greater than 10% markup, installation will be provided at the \$65/hr rate.
7. Software upgrades; in the event a software upgrade is required the software will be provided and installed at cost + \$150.00 for the life of the service agreement. **Note, software upgrades are not normally required and are only performed at the owner's request. If new features or capabilities become available they will be briefed to the facility owners during the annual System Performance Check.
8. This agreement shall be for one calendar year after acceptance and may be continued indefinitely at the owner/operators request.
 - Innovative Controls Inc. reserves the right the update labor and travel rates once per calendar year at renewal to adjust to changing market conditions.
 - This agreement will be active when both parties have signed and indicated their acceptance of the terms set within.
9. Price: The total price of the annual service agreement contained within items 1-8 above is \$1600.00

Respectfully,

Thomas Laird


Lead Controls Specialist, 208-331-3303



CHRIS BORN

Customer representative

Signed, dated and printed name



TOM LAIRD 12/11/15

Innovative Controls representative

Signed, dated and printed name