

Fill in this information to identify the case:

Debtor Cytera Communications, LLC

United States Bankruptcy Court for the: _____ District of New Jersey
(State)

Case number 23-14852

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** Boland Trane Services, Inc.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Boland

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
See summary page	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone 240-306-3079 Contact phone _____
Contact email kim.winokur@boland.com Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6453 ____

7. How much is the claim? \$ 81383. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Commercial HVAC Services

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/10/2023
MM / DD / YYYY

/s/ Kimberly Winokur
Signature

Print the name of the person who is completing and signing this claim:

Name Kimberly Winokur
First name Middle name Last name

Title Controller and Treasurer

Company Boland Trane Services, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877)-726-6510 | International 001-310-823-9000

Debtor: 23-14852 - Cyxtera Communications, LLC		
District: District of New Jersey, Newark Division		
Creditor: Boland Trane Services, Inc. Kim Winokur, Controller 30 West Watkins Mill Road Gaithersburg, Maryland, 20878 United States Phone: 240-306-3079 Phone 2: 240-750-7904 Fax: Email: kim.winokur@boland.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor: Boland	Amends Claim: No Acquired Claim: No	
Basis of Claim: Commercial HVAC Services	Last 4 Digits: Yes - 6453	Uniform Claim Identifier:
Total Amount of Claim: 81383	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Kimberly Winokur on 10-Jul-2023 3:51:48 p.m. Eastern Time Title: Controller and Treasurer Company: Boland Trane Services, Inc.		



Statement of Open Invoices
 CYXTERA COMMUNICATIONS LLC
 Invoices Open before June 4 2023

Customer #	Customer Name	Division	Module	Document #	PO #	Invoice Date	Due Date	Original Amount	Balance Due	0-30 days	31-60 days	61-90 days	Over 90 days	Service Call	Location Name
6453000	CYXTERA COMMUNICATIONS LLC	Boland Services	18	SVC00160661	6054146	03/29/2023	04/28/2023	\$4,764.00	\$4,764.00	\$0.00	\$0.00	\$0.00	\$4,764.00	230315-0046	CYXTERA IAD1-E
				SVC00161127	6049577	04/07/2023	05/07/2023	\$3,104.00	\$3,104.00	\$0.00	\$0.00	\$0.00	\$3,104.00	221031-0040	CYXTERA IAD1-C
				SVC00161132	6053013	04/07/2023	05/07/2023	\$4,790.00	\$4,790.00	\$0.00	\$0.00	\$0.00	\$4,790.00	230208-0032	CYXTERA IAD1-B
				SVC00161133	6053900	04/07/2023	05/07/2023	\$6,537.00	\$6,537.00	\$0.00	\$0.00	\$0.00	\$6,537.00	230303-0043	CYXTERA IAD1-B
				SVC00161135	6054431	04/07/2023	05/07/2023	\$1,504.00	\$1,504.00	\$0.00	\$0.00	\$0.00	\$1,504.00	230324-0047	CYXTERA IAD1-B
				SVC00161141	6053677	04/10/2023	05/10/2023	\$4,259.00	\$4,259.00	\$0.00	\$0.00	\$0.00	\$4,259.00	230224-0026	CYXTERA IAD1-B
				SVC00161142	6054534	04/10/2023	05/10/2023	\$3,308.00	\$3,308.00	\$0.00	\$0.00	\$0.00	\$3,308.00	230327-0051	CYXTERA IAD1-C
				SVC00161884	6053015	04/26/2023	05/26/2023	\$3,760.00	\$3,760.00	\$0.00	\$0.00	\$3,760.00	\$0.00	230208-0034	CYXTERA IAD1-E
				SVC00161885	6051687	04/26/2023	05/26/2023	\$3,493.00	\$3,493.00	\$0.00	\$0.00	\$3,493.00	\$0.00	221222-0041	CYXTERA IAD1-A
				SVC00162085	6052935	04/28/2023	05/28/2023	\$752.00	\$752.00	\$0.00	\$0.00	\$752.00	\$0.00	230202-0113	CYXTERA IAD1-B
				SVC00162467	6051685	05/10/2023	06/09/2023	\$21,562.00	\$21,562.00	\$0.00	\$0.00	\$21,562.00	\$0.00	230104-0096	CYXTERA IAD1-B
				SVC00162732	6055317	05/17/2023	06/16/2023	\$4,880.00	\$4,880.00	\$0.00	\$4,880.00	\$0.00	\$0.00	230425-0032	CYXTERA IAD1-B
				SVC00163059	6053777	05/25/2023	06/24/2023	\$8,515.00	\$8,515.00	\$0.00	\$8,515.00	\$0.00	\$0.00	230314-0048	CYXTERA IAD1-C
				SVC00163069	6055088	05/25/2023	06/24/2023	\$4,168.00	\$4,168.00	\$0.00	\$4,168.00	\$0.00	\$0.00	230418-0057	CYXTERA IAD1-B
				SVC00163450	6055141	05/31/2023	06/30/2023	\$1,475.00	\$1,475.00	\$0.00	\$1,475.00	\$0.00	\$0.00	230418-0048	CYXTERA IAD1-A
				SVC00163452	6055140	05/31/2023	06/30/2023	\$752.00	\$752.00	\$0.00	\$752.00	\$0.00	\$0.00	230418-0056	CYXTERA IAD1-C
				SVC00163453	6055634	05/31/2023	06/30/2023	\$752.00	\$752.00	\$0.00	\$752.00	\$0.00	\$0.00	230509-0024	CYXTERA IAD1-C
SVC00163459	6055783	05/31/2023	06/30/2023	\$3,008.00	\$3,008.00	\$0.00	\$3,008.00	\$0.00	\$0.00	230512-0020	CYXTERA IAD1-C				
Report Total			Total Boland Services					\$81,383.00	\$0.00	\$0.00	\$23,550.00	\$29,567.00	\$28,266.00		



30 W Watkins Mill Rd, Gaithersburg, MD 20878
 FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE

INVOICE NUMBER SVC00160661
INVOICE DATE 3/29/2023
PO NUMBER 6054146
TOTAL DUE **\$4,764.00**

PLEASE REMIT TO

Boland
 PO Box 223862
 Chantilly, VA 20153-3862
 Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
 *** EMAIL INVOICE ***
 15601 DALLAS PARKWAY #1000
 DALLAS, TX 75001

LOCATION

CYXTERA IAD1-E
 21110 RIDGETOP CIRCLE
 STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE THE CONDENSER FAN MOTORS ON CHILLER H1 (RTAC3504 - U11L02084) AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230315-0046 REPLACE (2) CFMS RTAC3504 (H1)

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	3/27/2023	NET 30	BEST WAY

Subtotal	\$4,764.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$4,764.00



30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: March 2, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

IAD1-E

21110 Ridgetop Circle

Sterling, VA 20166

Model Number: RTAC3504 (Chiller H1)

Serial Number: U11L02084

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to remove failed condenser fan motors on Circuit 1.
- Provide (x2) OEM condenser fan motor assemblies and fuses.
- Provide labor and material to replace failed condenser fan motor assemblies.
- Start-up unit & check fan operation.

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

Material: \$3,260.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$4,764.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6054146
Date	03/14/2023
Vendor No.	1010525
Currency	USD
Buyer	Lisbet Turino
Phone	305-537-9500
Email	Lisbet.Turino@cyxtera.com
Delivery Date	03/16/2023

Shipping Address:	Cyxtera Communications IAD1, POD E 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net
Work Description: IAD1-E Chiller H1 Replace x2 OEM Condenser Fan Motor Assemblies Along With Fuses	
Contract Number: 1010525	

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-E Chiller H1 Replace x2 CFMs LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price	1.00	USD	1,504.000	1,504.00
2	IAD1-E Chiller H1 Replace x2 CFMs MA	3,260.00	EA	1.00 / EA	3,260.00
	Gross Price	1.00	USD	3,260.000	3,260.00
Total net value excl. tax					4,764.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here:
<https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

INVOICE

INVOICE NUMBER	SVC00161127
INVOICE DATE	4/7/2023
PO NUMBER	6049577
TOTAL DUE	\$3,104.00

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-C
21110 RIDGETOP CIR
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO TROUBLESHOOT UNIT # CRAH C4 (FH740C - 965037-039) AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 221031-0040 T/S HUMIDIFIER ALARM (CRAH-C4)

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	3/29/2023	NET 30	BEST WAY

Subtotal	\$3,104.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$3,104.00

For proper credit, please include our Invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .



30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: October 13, 2022

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

Cyxtera IAD1-C

21110 Ridgetop Circle

Sterling, VA 20166

Model Number: FH740C (CRAH C4)

Serial Number: 965037-039

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to diagnose & troubleshoot humidifier alarm.
- Provide labor and material to replace humidifier canister.
- Provide a written report with any follow-up recommendations.

Breakdown:

Labor: 8 hours Journeyman @ \$185.00/hr. = \$1,480.00

Material: \$1,624.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$3,104.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6049577
Date	10/27/2022
Vendor No.	1010525
Currency	USD
Buyer	Paula Smith
Phone	855-699-8372 X 7083
Email	paula.smith@cyxtera.com
Delivery Date	10/24/2022

Shipping Address:	Cyxtera Communications IAD1, POD C 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net IAD1-C CRAH-C4 T/S Humidifier Alarm LA

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-C CRAH-C4 T/S Humidifier Alarm LA	1,480.00	EA	1.00 / EA	1,480.00
	Gross Price	1.00	USD	1 EA	1,480.000 1,480.00
2	IAD1-C CRAH-C4 Replace Humidifier MA	1,624.00	EA	1.00 / EA	1,624.00
	Gross Price	1.00	USD	1 EA	1,624.000 1,624.00
Total net value excl. tax					3,104.00 USD

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN TITLED "CYXTERA PO TERMS AND CONDITIONS" WITHOUT MODIFICATION WHICH IS AVAILABLE AT THE FOLLOWING URL:
<https://www.cyxtera.com/doing-business-with-cyxtera>
 EXCEPT WHERE A CONTRACT IS NOTED HEREIN. BY ACCEPTING THIS PURCHASE ORDER, SELLER ACKNOWLEDGES AND AGREES THAT IT HAS REVIEWED AND AGREES TO BE BOUND BY ALL APPLICABLE TERMS AND CONDITIONS.



30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

INVOICE

INVOICE NUMBER	SVC00161132
INVOICE DATE	4/7/2023
PO NUMBER	6053013
TOTAL DUE	\$4,790.00

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
45845 NOKES BLVD
STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE THE CONDENSER FAN MOTORS ON UNIT # CU-15 (RAUCD104EK - C00D10268) AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230208-0032 REPL (2) CFM'S ON CU-15 CKT 1

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	4/3/2023	NET 30	BEST WAY

Subtotal	\$4,790.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$4,790.00

For proper credit, please include our Invoice Number and your Customer Number on your check. There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .



30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: January 23, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

IAD1-B

45845 Nokes Blvd

Sterling, VA 20164

Model Number: RAUCD104EK (CU-15)

Serial Number: C00D10268

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to remove (x2) failed condenser fan motor assemblies on circuit 1.
- Provide labor and material to install new OEM condenser fan motor assemblies on circuit 1.
- Startup unit & check fan operation.

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

Material: \$3,286.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$4,790.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

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3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

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- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

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6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6053013
Date	02/02/2023
Vendor No.	1010525
Currency	USD
Buyer	Alissa Caporelli
Phone	305-537-9500
Email	Alissa.Caporelli@cyxtera.com
Delivery Date	02/07/2023

Shipping Address:	Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment:	within 60 days Due net IAD1-B CU-15 Replace x2 CFM CKT#1

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B CU-15 Replace x2 CFM CKT#1 LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price	1.00	USD	1 EA	1,504.000 1,504.00
2	IAD1-B CU-15 Replace x2 CFM CKT#1 MA	3,286.00	EA	1.00 / EA	3,286.00
	Gross Price	1.00	USD	1 EA	3,286.000 3,286.00
Total net value excl. tax					4,790.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



30 W Watkins Mill Rd, Gaithersburg, MD 20878
 FED ID# 52-0742033 DUNS# 02-265-8231

PLEASE REMIT TO

Boland
 PO Box 223862
 Chantilly, VA 20153-3862
 Phone: (240) 306-3000

INVOICE

INVOICE NUMBER SVC00161133
INVOICE DATE 4/7/2023
PO NUMBER 6053900
TOTAL DUE **\$6,537.00**

BILL TO

CYXTERA COMMUNICATIONS LLC
 *** EMAIL INVOICE ***
 15601 DALLAS PARKWAY #1000
 DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
 45845 NOKES BLVD
 STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE 2 CONDENSER FAN MOTORS ON UNIT # CU-5 (RAUCD104EK - C00D10256) AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230303-0043 REPL (2) CFM'S RAUCD104EK CU-5

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	3/20/2023	NET 30	BEST WAY

Subtotal	\$6,537.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$6,537.00

For proper credit, please include our Invoice Number and your Customer Number on your check. There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: February 16, 2023

PRESENTED TO:

Cyxtera Communications LLC
15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

IAD1-B
45845 Nokes Blvd
Sterling, VA 20164

Model Number: RAUCD104EK (CU-5)

Serial Number: C00D10256

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to remove (x2) failed condenser fan motor assemblies on circuit 1 & 2.
- Provide labor and material to install new OEM condenser fan motor assemblies on circuit 1 & 2.
- Startup unit & check fan operation.

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

Material: \$5,033.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$6,537.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

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3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work.

Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6053900
Date	03/02/2023
Vendor No.	1010525
Currency	USD
Buyer	Lisbet Turino
Phone	305-537-9500
Email	Lisbet.Turino@cyxtera.com
Delivery Date	03/08/2023

Shipping Address:	Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment:	within 60 days Due net
Work Description: IAD1-B CU-5 Replace OEM Condenser Fan Motor Assembly On Circuits 1 & 2	
Contract Number: 1010525	

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B CU-5 Replace x2 OEM CFM CKT1&2 LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price	1.00	USD	1 EA	1,504.000 1,504.00
2	IAD1-B CU-5 Replace x2 OEM CFM CKT1&2 MA	5,033.00	EA	1.00 / EA	5,033.00
	Gross Price	1.00	USD	1 EA	5,033.000 5,033.00
Total net value excl. tax					6,537.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here:
<https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00161135
INVOICE DATE	4/7/2023
PO NUMBER	6054431
TOTAL DUE	\$1,504.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
45845 NOKES BLVD
STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO TROUBLESHOOT AND DIAGNOSE THE ALARM ON UNIT # AHU 2 (MCCA100 - K00D56984) AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230324-0047 TROUBLESHOOT MCCA100 - (AHU2)

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	4/4/2023	NET 30	BEST WAY

Subtotal	\$1,504.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$1,504.00

For proper credit, please include our Invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .



30 West Watkins Mill Road, Gaithersburg MD, 20878
Office: (240) 306-3110 Cell: (301) 252-0297
www.boland.com E-mail: richard.muha@boland.com

DATE: March 6, 2023

PRESENTED TO:
Cyxtera Communications LLC
15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:
IAD1-B
45845 Nokes Blvd
Sterling, VA 20164

Model Number: MCCA100 (AHU-2)

Serial Number: K00D56984

SCOPE OF WORK:

AHU-2 has high discharge temperature alarm and review unit operation.

- Mechanically and electrically isolate the unit listed above.
- Provide labor and materials to diagnose high discharge temp alarms.
- Provide a written report with any follow-up recommendations.

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

EXCLUSIONS:

• Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$1,504.00

CLIENT ACCEPTANCE:

SIGNATURE:
PRINT NAME:

TITLE:
PO:

DATE:

BOLAND CONTACT:

SIGNATURE
PRINT NAME:

TITLE:
DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 **Warranty Exclusions.** The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 **Force Majeure.** Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

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6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary

<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information Purchase Order No. 6054431 Date 03/23/2023 Vendor No. 1010525 Currency USD Buyer Lisbet Turino Phone 305-537-9500 Email Lisbet.Turino@cyxtera.com Delivery Date 03/20/2023

Shipping Address: Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment: within 60 days Due net Work Description: IAD1-B AHU-2 Troubleshoot High Discharge Temp Alarm

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B AHU-2 T/S High Discharge Temp LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price	1.00	USD	1,504.000	1,504.00
Total net value excl. tax					1,504.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00161141
INVOICE DATE	4/10/2023
PO NUMBER	6053677
TOTAL DUE	\$4,259.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
45845 NOKES BLVD
STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE THE CONDENSER FAN MOTORS ON ROOFTOP UNIT # 3 (TCD300B4 - 729101330D) AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230224-0026 REPLACE CFM'S 1&2 ON RTU-3

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	3/3/2023	NET 30	BEST WAY

Subtotal	\$4,259.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$4,259.00

For proper credit, please include our Invoice Number and your Customer Number on your check. There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: February 16, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

IAD1-B

45845 Nokes Blvd

Sterling, VA 20164

Model Number: TCD300B4 (RTU-3)

Serial Number: 729101330D

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to remove (x2) failed condenser fan motor assemblies .
- Provide labor and material to install new OEM condenser fan motor assemblies #1 & #2.
- Startup unit & check fan operation.

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

Material: \$2,755.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$4,259.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6053677
Date	02/23/2023
Vendor No.	1010525
Currency	USD
Buyer	Paula Smith
Phone	855-699-8372 X 7083
Email	paula.smith@cyxtera.com
Delivery Date	02/28/2023

Shipping Address:	Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment:	within 60 days Due net
IAD1-B RTU-3 Replace (x2) OEM Condenser Fan Motor Assemblies #1 & #2	

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B RTU-3 Replace (x2) CFMs 1&2 LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price	1.00	USD	1 EA	1,504.000 1,504.00
2	IAD1-B RTU-3 Replace (x2) CFMs 1&2 MA	2,755.00	EA	1.00 / EA	2,755.00
	Gross Price	1.00	USD	1 EA	2,755.000 2,755.00
Total net value excl. tax					4,259.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here:
<https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER SVC00161142
INVOICE DATE 4/10/2023
PO NUMBER 6054534
TOTAL DUE **\$3,308.00**

PLEASE REMIT TO
Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-C
21110 RIDGETOP CIR
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE THE HUMIDIFER CANISTER ON UNIT # CRAH D4
(FH740C - 9650737-043) AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230327-0051 REPL HUMID CANISTER ON CRAH D4

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	3/29/2023	NET 30	BEST WAY

Subtotal	\$3,308.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$3,308.00

For proper credit, please include our Invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: February 27, 2023

PRESENTED TO:

Cytxera Communications LLC
15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

Cytxera IAD1-C
21110 Ridgetop Circle
Sterling, VA 20166

Model Number: FH740C (CRAH D4)

Serial Number: 965037-043

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Disconnect and remove failed humidifier canister.
- Supply necessary labor and material to replace humidifier canister with OEM parts.
- Startup and confirm operation of unit..

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

Material: \$1,804.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$3,308.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

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3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

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- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

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- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6054534
Date	03/25/2023
Vendor No.	1010525
Currency	USD
Buyer	Vanessa M. Valdes
Phone	305-537-9500
Email	Vanessa.Valdes@cyxtera.com
Delivery Date	03/27/2023

Shipping Address:	Cyxtera Communications IAD1, POD C 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net
FH740C (CRAH D4)	

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-C CRAH-D4 Replace Humidifier Can LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price	1.00	USD	1 EA	1,504.000 1,504.00
2	IAD1-C CRAH-D4 Replace Humidifier Can MA	1,804.00	EA	1.00 / EA	1,804.00
	Gross Price	1.00	USD	1 EA	1,804.000 1,804.00
Total net value excl. tax					3,308.00 USD

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<https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00161884
INVOICE DATE	4/26/2023
PO NUMBER	6053015
TOTAL DUE	\$3,760.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-E
21110 RIDGETOP CIRCLE
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED FOR SYSTECON SUPPORT AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230208-0034 PROVIDE SYSTECON PUMP PACKAGE

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	2/22/2023	NET 30	BEST WAY

Subtotal	\$3,760.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$3,760.00



30 West Watkins Mill Road, Gaithersburg MD, 20878
Office: (240) 306-3110 Cell: (301) 252-0297
www.boland.com E-mail: richard.muha@boland.com

DATE: January 23, 2023

PRESENTED TO:
Cyxtera Communications LLC
15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:
IAD1-E
21110 Ridgetop Circle
Sterling, VA 20166

Model Number: Systecon Pump Package

Serial Number: N/A

SCOPE OF WORK:

Assist with the Bypass Valve changeout project.

- Provide 20 hours of onsite support with the systecon pump package controls and chiller plant operation.
- If additional hours or any material are required, Boland is provide a separate quote.

Breakdown:

Labor: 20 hours Journeyman @ \$188.00/hr. = \$3,760.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$3,760.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

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- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
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5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

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7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6053015
Date	02/02/2023
Vendor No.	1010525
Currency	USD
Buyer	Alissa Caporelli
Phone	305-537-9500
Email	Alissa.Caporelli@cyxtera.com
Delivery Date	02/07/2023

Shipping Address:	Cyxtera Communications IAD1, POD E 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net IAD1-E Replace Bypass Valve Project

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-E Replace Bypass Valve Project LA	3,760.00	EA	1.00 / EA	3,760.00
	Gross Price	1.00	USD	3,760.000	3,760.00
Total net value excl. tax					3,760.00 USD

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INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00161885
INVOICE DATE	4/26/2023
PO NUMBER	6051687
TOTAL DUE	\$3,493.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-A
45901 NOKES BLVD
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE THE ZONE 22 DAMPER ACTUATOR AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 221222-0041 REPL WEST ZONE DAMPER 22 ACTUA

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	12/29/2022	NET 30	BEST WAY

Subtotal	\$3,493.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$3,493.00

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: December 2, 2022

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

Cyxtera IAD1-A

45901 Nokes Blvd

Sterling, VA 20166

Model Number: West Zone Damper 22

Serial Number: N/A

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Supply necessary labor to remove the failed actuator on the zone damper.
- Supply necessary labor and material to replace the actuator on the zone damper.
- Confirm proper operation of zone damper through BAS.

Breakdown:

Labor: 16 hours Journeyman @ \$185.00/hr. = \$2,960.00

Material: \$533.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$3,493.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

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SIGNATURE

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DATE:

We Are Not Comfortable Until You Are

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- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6051687
Date	12/22/2022
Vendor No.	1010525
Currency	USD
Buyer	Alissa Caporelli
Phone	305-537-9500
Email	Alissa.Caporelli@cyxtera.com
Delivery Date	12/19/2022

Shipping Address:	Cyxtera Communications IAD1, POD A 45901 Nokes Boulevard STERLING VA 20166
Terms of payment:	within 60 days Due net IAD1-A Replace Actuator Zone Damper22

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-A Replace Actuator Zone Damper22 LA	2,960.00	EA	1.00 / EA	2,960.00
	Gross Price	1.00	USD	1 EA	2,960.000 2,960.00
2	IAD1-A Replace Actuator Zone Damper22 MA	533.00	EA	1.00 / EA	533.00
	Gross Price	1.00	USD	1 EA	533.000 533.00
Total net value excl. tax					3,493.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00162085
INVOICE DATE	4/28/2023
PO NUMBER	6052935
TOTAL DUE	\$752.00

PLEASE REMIT TO
Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
45845 NOKES BLVD
STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO TROUBLESHOOT AND DIAGNOSE ROOFTOP UNIT # 2 AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230202-0113 T/S UNIT FAILURE ALARM RTU-2

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	4/10/2023	NET 30	BEST WAY

Subtotal	\$752.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$752.00

For proper credit, please include our invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878
Office: (240) 306-3110 Cell: (301) 252-0297
www.boland.com E-mail: richard.muha@boland.com

DATE: January 27, 2023

PRESENTED TO:
Cyxtera Communications LLC
15601 Dallas Parkway #1000

JOB LOCATION:
IAD1-B
45845 Nokes Blvd
Sterling, VA 20164

Dallas, TX 75001

Model Number: TCD300B40AHB (RTU-2)

Serial Number: 729101301D

SCOPE OF WORK:

RTU-2 experiencing failure alarms.

- Mechanically and electrically isolate the unit listed above.
- Provide labor and materials to diagnose cause of failure alarms.
- Provide a written report with any follow-up recommendations.

Breakdown:

Labor: 4 hours Journeyman @ \$188.00/hr. = \$752.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$752.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

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6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

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- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6052935
Date	01/31/2023
Vendor No.	1010525
Currency	USD
Buyer	Paula Smith
Phone	855-699-8372 X 7083
Email	paula.smith@cyxtera.com
Delivery Date	02/07/2023

Shipping Address:	Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment:	within 60 days Due net IAD1-B RTU-2 Diagnose Multiple Failure Alarms

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B RTU-2 Diagnose Failure Alarms	752.00	EA	1.00 / EA	752.00
	Gross Price	1.00	USD	752.000	752.00
Total net value excl. tax					752.00 USD

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INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER SVC00162467
INVOICE DATE 5/10/2023
PO NUMBER 6051685
TOTAL DUE \$21,562.00

PLEASE REMIT TO
Boiland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
45845 NOKES BLVD
STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO COMPLETE THE REPAIRS ON UNIT # CU-9 AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230104-0096 RETROFIT REPAIRS CU-9 COMP 4 C

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	1/10/2023	NET 30	BEST WAY

Subtotal	\$21,562.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$21,562.00

For proper credit, please include our Invoice Number and your Customer Number on your check. There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .



30 West Watkins Mill Road, Gaithersburg MD, 20878
Office: (240) 306-3110 Cell: (301) 252-0297
www.boland.com E-mail: richard.muha@boland.com

DATE: December 9, 2022

PRESENTED TO:
Cyxtera Communications LLC
15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:
IAD1-B
45845 Nokes Blvd
Sterling, VA 20164

Model Number: RAUCD104EK (CU-9)

Serial Number: C00D10255

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide necessary labor to recover R-438A from Ckt2.
- Supply necessary labor and material to replace Compressor #4 Ckt2 and associated contactors.
- Supply necessary labor to remove oil lines from all (x4) Ckt2 compressors.
- Supply necessary labor to remove mineral oil (x4) Ckt2 compressors.
- Supply necessary labor and material to repipe compressor oil lines and install new OEM sight glasses.
- Supply necessary labor and material to add POE oil to Ckt2 and replace filter dryers.
- Pull vacuum on Ckt2.
- Supply necessary labor to add recovered R-438A to 85% of unit nameplate charge.
- Supply necessary labor and material to replace the crank case heaters on Ckt2 compressors.
- Startup unit & confirm damper operation.
- Return when unit is loaded with warmer outdoor temperatures to check refrigerant charge and operation.

Breakdown:

Labor: 80 hours Journeyman @ \$185.00/hr. = \$14,800.00

Material: \$6,762.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$21,562.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

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2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

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3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 **Warranty Exclusions.** The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

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- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 **Force Majeure.** Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
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It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

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- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary

<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information Purchase Order No. 6051685 Date 12/22/2022 Vendor No. 1010525 Currency USD Buyer Alissa Caporelli Phone 305-537-9500 Email Alissa.Caporelli@cyxtera.com Delivery Date 12/23/2022

Shipping Address: Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment: within 60 days Due net IAD1-B CU-9 Coil Phase 2 Compressor 4

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B CU-9 Coil Phase 2 Compressor 4 La	14,800.00	EA	1.00 / EA	14,800.00
	Gross Price	1.00	USD	1 EA	14,800.000 14,800.00
2	IAD1-B CU-9 Coil Phase 2 Compressor 4 Ma	6,762.00	EA	1.00 / EA	6,762.00
	Gross Price	1.00	USD	1 EA	6,762.000 6,762.00
Total net value excl. tax					21,562.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER SVC00162732
INVOICE DATE 5/17/2023
PO NUMBER 6055317
TOTAL DUE \$4,880.00

PLEASE REMIT TO
Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
45845 NOKES BLVD
STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE (2) CONDENSER FAN MOTORS ON UNIT # CU-2 AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230425-0032 REPLACE (X2) CFMS ON CU-2

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	5/3/2023	NET 30	BEST WAY

Subtotal	\$4,880.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$4,880.00

For proper credit, please include our Invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .



30 West Watkins Mill Road, Gaithersburg MD, 20878
Office: (240) 306-3110 Cell: (301) 252-0297
www.boland.com E-mail: richard.muha@boland.com

DATE: April 5, 2023

PRESENTED TO:
Cyxtera Communications LLC
15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:
IAD1-B
45845 Nokes Blvd
Sterling, VA 20164

Model Number: RAUCD104EK (CU-2)

Serial Number: C00D10261

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to remove (x2) failed condenser fan motor assemblies on circuit 1 & 2.
- Provide labor and material to install new OEM condenser fan motor assemblies on circuit 1 & 2.
- Startup unit & check fan operation.

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

Material: \$3,376.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price:

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary

<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information Purchase Order No. 6055317 Date 04/24/2023 Vendor No. 1010525 Currency USD Buyer Lisbet Turino Phone 305-537-9500 Email Lisbet.Turino@cyxtera.com Delivery Date 04/24/2023
--

Shipping Address: Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment: within 60 days Due net

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B CU-2 Replace x2 OEM CFMs LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price	1.00	USD	1,504.000	1,504.00
2	IAD1-B CU-2 Replace x2 OEM CFMs MA	3,376.00	EA	1.00 / EA	3,376.00
	Gross Price	1.00	USD	3,376.000	3,376.00
Total net value excl. tax					4,880.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00163059
INVOICE DATE	5/25/2023
PO NUMBER	6053777
TOTAL DUE	\$8,515.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-C
21110 RIDGETOP CIR
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE THE MOTOR ON UNIT # CRAH E2 AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230314-0048 REPLACE SFM ON CRAH E2

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	3/15/2023	NET 30	BEST WAY

Subtotal	\$8,515.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$8,515.00

For proper credit, please include our Invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: February 14, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

Cyxtera IAD1-C

21110 Ridgetop Circle

Sterling, VA 20166

Model Number: FH740C (CRAH E2)

Serial Number: 965037-040

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Disconnect and remove failed supply fan motor.
- Supply necessary labor and material to install new supply fan motor and associated pulley.
- Startup and confirm operations.

Breakdown:

Labor: 16 hours Journeyman @ \$188.00/hr. = \$3,008.00

Material: \$5,507.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$8,515.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

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3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work.

Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6053777
Date	02/28/2023
Vendor No.	1010525
Currency	USD
Buyer	Lisbet Turino
Phone	305-537-9500
Email	Lisbet.Turino@cyxtera.com
Delivery Date	02/28/2023

Shipping Address:	Cyxtera Communications IAD1, POD C 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net
Work: IAD1-C CRAH E2 Supply Fan Motor Replacement - Component 10+ years old	
Vendor: Boland	
Vendor email: richard.muha@boland.com	
Project ID: 2002322.105	

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-C CRAH E2 Supply Fan Motor Labor	3,008.00	EA	1.00 / EA	3,008.00
	Gross Price	1.00	USD	1 EA	3,008.000 3,008.00
2	IAD1-C CRAH E2 Supply Fan Motor Material	1.00	EA	5,507.00 / EA	5,507.00
	Gross Price	5,507.00	USD	1 EA	1.000 5,507.00
Total net value excl. tax					8,515.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER SVC00163069
INVOICE DATE 5/25/2023
PO NUMBER 6055088
TOTAL DUE **\$4,168.00**

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-B
45845 NOKES BLVD
STERLING, VA 20164

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE (2) CONDENSER FAN MOTORS ON ROOFTOP UNIT # 4
AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230418-0057 REPLACE (X2) CFMS ON RTU-4

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	5/3/2023	NET 30	BEST WAY

Subtotal	\$4,168.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$4,168.00

For proper credit, please include our Invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: April 4, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

IAD1-B

45845 Nokes Blvd

Sterling, VA 20164

Model Number: TCD300B4 (RTU-4)

Serial Number: 729101216D

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to remove (x2) failed condenser fan motor assemblies .
- Provide labor and material to install new OEM condenser fan motor assemblies.
- Startup unit & check fan operation.

Breakdown:

Labor: 8 hours Journeyman @ \$188.00/hr. = \$1,504.00

Material: \$2,664.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$4,168.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

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2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 **Force Majeure.** Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

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- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary

<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information Purchase Order No. 6055088 Date 04/14/2023 Vendor No. 1010525 Currency USD Buyer Lisbet Turino Phone 305-537-9500 Email Lisbet.Turino@cyxtera.com Delivery Date 04/17/2023

Shipping Address: Cyxtera Communications IAD1, POD B 45845 Nokes Boulevard STERLING VA 20166
Terms of payment: within 60 days Due net Work Description: IAD1-B RTU-4 Replace x2 Condenser Fan Motor Assemblies

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-B RTU-4 Replace x2 CFMs LA	1,504.00	EA	1.00 / EA	1,504.00
	Gross Price 1.00 USD	1	EA	1,504.000	1,504.00
2	IAD1-B RTU-4 Replace x2 CFMs MA	2,664.00	EA	1.00 / EA	2,664.00
	Gross Price 1.00 USD	1	EA	2,664.000	2,664.00
Total net value excl. tax					4,168.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00163450
INVOICE DATE	5/31/2023
PO NUMBER	6055141
TOTAL DUE	\$1,475.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-A
45901 NOKES BLVD
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO REPLACE THE SENSOR ON ROOFTOP UNIT # 24 AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230418-0048 REPLACE SENSOR ON RTU-24

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	5/1/2023	NET 30	BEST WAY

Subtotal	\$1,475.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$1,475.00

For proper credit, please include our Invoice Number and your Customer Number on your check. There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments.

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: March 28, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

Cyxtera IAD1-A

45901 Nokes Blvd

Sterling, VA 20166

Model Number: SXHKD134 (RTU-24)

Serial Number: C10C01135

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Disconnect and remove failed outdoor air humidity sensors from the unit.
- Supply necessary labor and material to replace with OEM outdoor air humidity sensors.
- Startup and confirm operations.

Breakdown:

Labor: 4 hours Journeyman @ \$188.00/hr. = \$752.00

Material: \$723.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$1,475.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

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3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

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6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

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7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6055141
Date	04/17/2023
Vendor No.	1010525
Currency	USD
Buyer	Lisbet Turino
Phone	305-537-9500
Email	Lisbet.Turino@cyxtera.com
Delivery Date	04/10/2023

Shipping Address:	Cyxtera Communications IAD1, POD A 45901 Nokes Boulevard STERLING VA 20166
Terms of payment:	within 60 days Due net

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-A RTU-24 Replace OA Hum Sensor LA	752.00	EA	1.00 / EA	752.00
	Gross Price	1.00	USD	752.000	752.00
2	IAD1-A RTU-24 Replace OA Hum Sensor MA	723.00	EA	1.00 / EA	723.00
	Gross Price	1.00	USD	723.000	723.00
Total net value excl. tax					1,475.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00163452
INVOICE DATE	5/31/2023
PO NUMBER	6055140
TOTAL DUE	\$752.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-C
21110 RIDGETOP CIR
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO TROUBLESHOOT CRAH UNIT # E5 AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230418-0056 TROUBLESHOOT CRAH E5

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	4/28/2023	NET 30	BEST WAY

Subtotal	\$752.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$752.00

For proper credit, please include our Invoice Number and your Customer Number on your check.
There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .



30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: March 28, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

Cyxtera IAD1-C

21110 Ridgetop Circle

Sterling, VA 20166

Model Number: FH740C (CRAH E5)

Serial Number: 965037-026

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to diagnose & troubleshoot fan overload alarm.
- Provide a written report with any follow-up recommendations.

Breakdown:

Labor: 4 hours Journeyman @ \$188.00/hr. = \$752.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$752.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

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1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

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- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
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5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

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7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work. Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6055140
Date	04/17/2023
Vendor No.	1010525
Currency	USD
Buyer	Lisbet Turino
Phone	305-537-9500
Email	Lisbet.Turino@cyxtera.com
Delivery Date	04/10/2023

Shipping Address:	Cyxtera Communications IAD1, POD C 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-C CRAH-E5 T/S Fan Overload Alarm LA	752.00	EA	1.00 / EA	752.00
	Gross Price	1.00	USD	752.000	752.00
Total net value excl. tax					752.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER SVC00163453
INVOICE DATE 5/31/2023
PO NUMBER 6055634
TOTAL DUE **\$752.00**

PLEASE REMIT TO
Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-C
21110 RIDGETOP CIR
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO TROUBLESHOOT UNIT CRAH C1 AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230509-0024 TROUBLESHOOT CRAH C1

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	5/10/2023	NET 30	BEST WAY

Subtotal	\$752.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$752.00

For proper credit, please include our Invoice Number and your Customer Number on your check. There is a 2.5% surcharge on all Credit Card payments. There is no fee for Debit Card or EFT Payments .



30 West Watkins Mill Road, Gaithersburg MD, 20878

Office: (240) 306-3110 Cell: (301) 252-0297

www.boland.com

E-mail: richard.muha@boland.com

DATE: April 25, 2023

PRESENTED TO:

Cyxtera Communications LLC

15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:

Cyxtera IAD1-C

21110 Ridgetop Circle

Sterling, VA 20166

Model Number: FH740C (CRAH C1)

Serial Number: 965037-045

SCOPE OF WORK:

- Mechanically and electrically isolate the unit listed above.
- Provide labor to diagnose & troubleshoot high temperature alarm.
- Provide a written report with any follow-up recommendations.

Breakdown:

Labor: 4 hours Journeyman @ \$188.00/hr. = \$752.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$752.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

1. General Conditions

1.1 Boland agrees to perform the Work specified in the Proposal ("the Work"), incorporated herein by reference.

1.2 Customer agrees to provide reasonable and timely access to all equipment related to the Work. Unless otherwise specified in the Proposal, the Work shall be performed during normal working hours (Monday – Friday, 7:00 a.m. – 4:00 p.m.).

1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

2. Payment

2.1 Unless otherwise specified in the Proposal, payment in full shall be due within 30 days of receipt of the merchandise and/or services. Boland reserves the right to issue progress billings at a minimum of once per month. Failure of the Customer to make timely payment shall release Boland of its obligations under this the Proposal and Agreement.

2.2 For any accounts outstanding for more than 30 days, Boland reserves the right to add a service charge of 1.5% per month or 18% per year.

2.3 Maintenance Agreements. As to maintenance agreements with monthly or quarterly payment obligations, the parties agree that the payments terms of these contracts are determined by Boland based on the annual payment amount and the monthly payments are offered as a courtesy to the Customer; accordingly, upon any termination by Customer, an Amount proportional to the work performed to date will be due to Boland.

2.4 Emergency Services. Unless otherwise specified in the Proposal, Customer will be responsible for additional invoicing for any emergency services provided by Boland. If work performed outside of the hours set forth in Section 1.2 is requested by customer or reasonably required to remediate any emergency, Boland will charge "time and a half" for work on Saturday and after normal hours Monday through Friday; Boland will charge "double time" for work on Sunday and holidays and after normal hours on Saturday.

3. Warranty

3.1 Unless otherwise specified in the Proposal, Boland will complete all work in a workmanlike manner according to standard trade practices and will guarantee service for 90 days following the completion date, subject to the conditions and exclusions set forth in Section 4.

3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
- (b) Substitution of materials for any reason including, but not limited to, government regulations;
- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

4.2 Unless otherwise specified in the Proposal, Boland does not assume responsibility for the following:

- (a) Any item set forth in Section 4.1;
- (b) Normal day-to-day operation of the equipment;
- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
- (d) Water treatment;
- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

6. Hazardous Conditions and/or Materials

6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

If Boland encounters hazardous conditions and/or materials at the Work site Boland shall immediately stop work and notify Customer of such conditions promptly.

6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work.

Upon Final Completion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900,CORAL GABLES 33134,US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6055634
Date	05/03/2023
Vendor No.	1010525
Currency	USD
Buyer	Lisbet Turino
Phone	305-537-9500
Email	Lisbet.Turino@cyxtera.com
Delivery Date	05/05/2023

Shipping Address:	Cyxtera Communications IAD1, POD C 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-C CRAH-C1 T/S High Temp Alarm LA	752.00	EA	1.00 / EA	752.00
	Gross Price	1.00	USD	752.000	752.00
Total net value excl. tax					752.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.



INVOICE

30 W Watkins Mill Rd, Gaithersburg, MD 20878
FED ID# 52-0742033 DUNS# 02-265-8231

INVOICE NUMBER	SVC00163459
INVOICE DATE	5/31/2023
PO NUMBER	6055783
TOTAL DUE	\$3,008.00

PLEASE REMIT TO

Boland
PO Box 223862
Chantilly, VA 20153-3862
Phone: (240) 306-3000

BILL TO

CYXTERA COMMUNICATIONS LLC
*** EMAIL INVOICE ***
15601 DALLAS PARKWAY #1000
DALLAS, TX 75001

LOCATION

CYXTERA IAD1-C
21110 RIDGETOP CIR
STERLING, VA 20166

Services Performed TECHNICAL SERVICES PROVIDED TO TROUBLE SHOOT THE SYSTECON PUMP PACKAGE AS DESCRIBED ON THE BOLAND SERVICE PROPOSAL

Service Call 230512-0020 TROUBLESHOOT SYSTECON PUMP PAC

Salesperson	Customer Number	Order Date	Payment Terms	Shipping Method
RICHARD JOHN MUHA	6453000	5/25/2023	NET 30	BEST WAY

Subtotal	\$3,008.00
Tax	\$0.00
Amount Paid	\$0.00
Total	\$3,008.00

BOLAND

30 West Watkins Mill Road, Gaithersburg MD, 20878
Office: (240) 306-3110 Cell: (301) 252-0297
www.boland.com E-mail: richard.muha@boland.com

DATE: April 11, 2023

PRESENTED TO:
Cyxtera Communications LLC
15601 Dallas Parkway #1000

Dallas, TX 75001

JOB LOCATION:
Cyxtera IAD1-C
21110 Ridgetop Circle
Sterling, VA 20166

Model Number: 07144 (Systecon PP PH1)

Serial Number: N/A

SCOPE OF WORK:

Systecon Loop 1 D.P. has zero differential pressure reading and is in red.

- Mechanically and electrically isolate the unit listed above.
- Provide labor to locate loop D.P. sensor on data floor.
- Provide labor to diagnose & troubleshoot no D.P. readings and loss of communications.
- Provide a written report with any follow-up recommendations.

Breakdown:

Labor: 16 hours Journeyman @ \$188.00/hr. = \$3,008.00

EXCLUSIONS:

- Extraordinary and or unusual failures are not covered unless specifically stated in this proposal. If Boland encounters latent defects and/or unusual failures etc., we will stop work and advise you of our recommendation.

Price: \$3,008.00

CLIENT ACCEPTANCE:

SIGNATURE:

PRINT NAME:

TITLE:

PO:

DATE:

BOLAND CONTACT:

SIGNATURE

PRINT NAME:

TITLE:

DATE:

We Are Not Comfortable Until You Are

BOLAND TERMS & CONDITIONS

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1.3 For Service Contracts, Boland will provide recommended repair proposals after the first running inspection. For Full Service (Parts & Labor) Contracts, completion of these repairs is a prerequisite for coverage under the contract.

1.4 Assignment/Transfer of Ownership. This agreement may not be assigned in whole or in part, nor may the service(s) or equipment provided hereunder be resold, sublet, or otherwise transferred to any third party without the express, prior written consent of Boland. Customer agrees, in the event of sale or transfer of ownership or management of the premises at which the equipment is located, to remain liable for the total annual cost of the contract, unless the transferee, subject to Boland credit approval, agrees in writing to Boland to assume all Customer's obligations under this contract.

1.5 Choice of Law/Forum Selection. Should any dispute arise under this agreement, it shall be interpreted pursuant to the laws of the state of Maryland. Any such dispute requiring litigation shall be decided in the state of Maryland in a court of competent jurisdiction located in Montgomery County, Maryland.

1.6 Entire Agreement. All prior representations or agreements not incorporated herein are superseded. This agreement, together with the Proposal and any exhibits, shall constitute the entire agreement between Boland and Customer.

1.7 If the conditions at the Work site differ materially and cause an increase in Boland's cost of, or time required for, performance of any part of the Work, Boland shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

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3. Warranty

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3.2 Subject to the exclusions specified in Section 4, Boland will pass to Customer any and all manufacturer warranties that apply to any materials supplied by Boland.

THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED IN LAW OR FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

4. Exclusions

4.1 Warranty Exclusions. The following exclusions shall void any warranty otherwise in place:

- (a) Corrosion or other deterioration resulting from forces not within Boland's control;
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- (c) Failure to properly operate equipment according to the manufacturer's Installation, Operation, and Maintenance Manual;
- (d) Failure to supply adequate power to the equipment; and/or
- (e) Repair or any alteration made by anyone other than Boland.

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- (c) Duct work, heat exchangers, electrical disconnect switches, air filters, recording instruments, gauges or thermometers, chilled or condenser water piping;
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- (e) Maintenance and repair of ancillary equipment; and/or
- (f) Equipment failure, except where damages are directly due to the sole negligence of Boland.

4.3 Force Majeure. Boland shall not be responsible for any damages, including but not limited to damages for delay or inability to perform the Work owing to the following reasons:

- (a) Flood, fire, lightning, riots, civil unrest, or any other force of nature;
- (b) Strikes or labor troubles affecting Boland's employees or agents who perform the services related to the Work;
- (c) Delays in transportation that are outside of Boland's control;
- (d) Orders or regulations established by government authority;
- (e) Any utility or power service connected to the equipment involved in the Work, including any failure or disruption thereof; and/or
- (f) Any other reasonably unforeseeable cause outside of Boland's control, including but not limited to Boland's inability to obtain necessary parts despite reasonable efforts.

It is expressly agreed that any unauthorized alteration of the equipment shall further release and terminate all obligations of Boland pursuant to this agreement.

5. Indemnification

5.1 To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless Boland from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible property not caused by the sole negligence or intentional misconduct of Boland. This duty to indemnify shall continue in full force and effect, notwithstanding the expiration or early termination of this agreement.

5.2 In addition to the indemnity provision set forth above, Customer agrees to indemnify and save Boland, its employees, and subcontractors harmless from and against any loss, injury, or liability of any nature arising out of or resulting from exposure to any person or property to hazardous conditions and/ or materials at the job site.

5.3 In no event shall Boland be liable to Customer for any special, indirect, consequential, punitive, or exemplary damages, including but not limited to business interruption or lost profits, arising out of or relating to this Agreement or the performance or breach thereof. Any liability on the part of Boland shall be limited to the purchase price for products or services agreed upon with the Customer.

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6.1 Unless otherwise specified in the Proposal, Customer shall be responsible for proper disposal of hazardous materials including but not limited to used oil and contaminated refrigerant.

6.2 Boland shall not be responsible for the detection, abatement, encapsulation, or removal of any hazardous conditions and/or materials, including but not limited to asbestos, lead, mold, mildew and the growth of hazardous microbic organism or mycotoxins.

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6.3 If any such hazardous conditions and/or materials are discovered, Customer shall immediately endeavor to:

- (a) Abate and/or remove any such hazardous materials and/or remediate any other hazardous condition(s); and
- (b) Protect Boland, its employees, agents, and subcontractors from any such hazardous materials if Boland reasonably deems it necessary to perform the Work.

7. Energy Policy Act Design Allocation

7.1 For projects in government-owned buildings, Customer agrees that for the Work on the Project hereunder, Boland Trane Services, Inc. shall be the "designer" as that term is identified in the Energy Policy Act of 2005, and Boland Trane Services, Inc. shall have the exclusive right to report to any federal, state, or local agency, authority or other party, including without limitation under Section 179(b) of the Energy Policy Act of 2005, any tax benefit associated with the Work.

Upon FinalCompletion, Customer agrees to execute a Written Allocation including a Declaration related to Section 1790 of the Internal Revenue Code. Boland Trane Services, Inc. will prepare the Declaration and all accompanying documentation. Boland Trane Services, Inc. will be designated the Section 1790 beneficiary



<https://www.cyxtera.com>

Purchase Order

Billing Address Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900, CORAL GABLES 33134, US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address BOLAND TRANE SERVICES INC AMY MILDENSTEIN 30 WEST WATKINS MILL RD GAITHERSBURG MD 20878

Information	
Purchase Order No.	6055783
Date	05/10/2023
Vendor No.	1010525
Currency	USD
Buyer	Lisbet Turino
Phone	305-537-9500
Email	Lisbet.Turino@cyxtera.com
Delivery Date	04/28/2023

Shipping Address:	Cyxtera Communications IAD1, POD C 21110 Ridgetop Circle STERLING VA 20166
Terms of payment:	within 60 days Due net

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	IAD1-C Systecon PH1 T/S DP Sensor LA	3,008.00	EA	1.00 / EA	3,008.00
	Gross Price	1.00	USD	3,008.000	3,008.00
Total net value excl. tax					3,008.00 USD

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.