**Maintenance Agreement Terms & Conditions**

CUSTOMER AGREES TO ADDITIONAL TERMS AND CONDITIONS

1. The initial term of this Agreement shall be for a period ending on the date shown, and shall be automatically renewed, at the then current rate, for an additional period of twelve (12) months unless written notice of the termination is received by either the Customer or Dealer (DEALER) at least forth-five (45) days prior to the expiration of the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assignable or transferable by Customer without DEALER’s prior written consent. DEALER may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. DEALER reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated more than sixty (60) miles from DEALER’s nearest Service Center. Equipment may not be relocated without the prior written approval of DEALER.

2. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-click maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement.

3. This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at DEALER’s standard time and materials rates, unless covered by a separate network support Agreement.

4. The minimum monthly Maintenance rate, any billable excess clicks, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net ten (10) days from the date of the invoice. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer’s price increases. Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer’s specifications.

5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by DEALER or its assigned Servicing Dealer during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays) at no additional cost to Customer provided that the Equipment is in good working order on the date of commencement of this Agreement.

6. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, removing misfeeds or any other Customer responsibility) will be subject to a time and material service charge at DEALER’s then current rate. Additional chargeable services include but are not limited to:

a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer’s use of supplies or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.

b) Subsequent repairs made when personnel other than those of DEALER or its assigned Servicing Dealer perform service.

c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than DEALER or its assigned Servicing Dealer. DEALER reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all remaining payments applicable to this Agreement.

d) Work which Customer requests to be performed outside regular business hours.

e) Shop reconditioning or modification to the Equipment except as specified by Dealer's Technical Service Department to assure greater performance of the Equipment.

All of the foregoing shall be invoiced in accordance with Dealer's established per-call rates and terms in effect. When in the Dealer’s opinion the Equipment becomes of advanced age or usage exceeds manufacturer’s specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full and free access to the equipment to provide service thereon. Neither DEALER nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.

7. Dealer assumes no liability for operator error or damage caused by Customer.

8. DEALER’S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY WAIVED AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO: 1) PERSONAL INJURY OR PROPERTY DAMAGE, OR 2) LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, ACCIDENTS, CLIMATIC CONDITIONS, OR REASON OF SIMILAR NATURE BEYOND ITS CONTROL. CUSTOMER AGREES THAT IF DEALER CAUSED ANY INJURY OR DAMAGE TO CUSTOMER OR CUSTOMER’S PROPERTY, WHICH SAID CLAIM IS NOT OTHERWISE WAIVED HEREIN, CUSTOMER AGREES THAT THE MAXIMUM AMOUNT THAT DEALER SHALL HAVE TO PAY CUSTOMER FOR SAID INJURY OR DAMAGE IS AN AMOUNT EQUAL TO THE SERVICES RENDERED TO THE CUSTOMER THAT CAUSED SAID INJURY OR DAMAGE.

9. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.

10. DEALER reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by the Dealer for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse DEALER for all attorney fees and costs DEALER expends to enforce the terms and conditions of this Agreement against Customer. Should either party commence a lawsuit arising out of or related to the terms and conditions of this Agreement, then that lawsuit shall be filed exclusively in the Court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Further, this Agreement shall be interpreted exclusively under the laws of the State of \_\_\_\_\_\_\_.