



Maintenance Terms & Conditions

1. Term – This agreement is effective on the Commencement Date and will remain in effect for an initial term of one (1) year unless otherwise stated.

2. Product Service – Shall provide telephone support, remedial and on-site services to keep the Product(s) in, or restore the Product to, good working order. Unless otherwise noted, product support is provided between the hours of 8:00 a.m. to 5:00 p.m.(CST) Monday through Friday, excluding Holidays. Service includes inspection, adjustment and replacement of parts as deemed necessary by Scale Logic, Inc. Parts will either be renewed, or reconditioned to perform as new, will be furnished on an exchange basis and the exchanged parts will become the property of Scale Logic Inc.

The Customer is responsible for the use, care, and cleaning of the product(s). The Customer shall provide at its expense reasonable access to the Product(s), adequate working and storage space and facilities as needed by Scale Logic to provide preventative maintenance and remedial service.

Scale Logic may require an inspection of the Product(s) entering into this Agreement, if the Product(s) is currently out of warranty or was purchased from a vendor other than Scale Logic. Inspection time may be billed, at Scale Logic's option, at straight time and materials. When such inspection reveals failure of or damage to the product(s), the failure and/or damage shall be repaired at Customer expense prior to the assumption of normal Service on the Product by Scale Logic.

2.1 Preventive Maintenance – The Preventive maintenance schedule will meet or exceed the manufacturer's recommended schedule.

2.2 Remedial Maintenance – After notification by customer, remedial maintenance will be performed. Vital failures will be repaired in the shortest possible time. Non-vital failures will be repaired within 24 hours after notification of failure. Other maintenance issues that do not directly affect performance or operations will be scheduled at the next Preventive Maintenance.

Maintenance procedures may necessitate that the entire system be available to the engineer(s) until system operation is restored.

3. Charges – The Customer is responsible for charges starting on the Commencement Date of this Agreement.

The Annual Amount Due does not include (1)accessories and consumable supplies; (2)repair of damage, replacement parts or increased service time due to any cause external to the Product(s), including, but not limited to, electrical work, unsuitable environment, neglect, improper use or misuse; (3)repainting or refinishing; (4)installation or moving of equipment; (5)furnishing or installing cables; (6)alternations to the Product(s) made after the Commencement Date; or (7)any service required by changes in or to the Product(s) or their connectivity to other machines or devices; or (8)shipping costs to return defective parts to Scale Logic Inc.

The Annual Amount Due is subject to change annually with thirty days prior written notice. If Scale Logic notifies the Customer of any increase in charges and the Customer does not discontinue Service in writing pursuant to Section 1, Service will continue at the new rate on the Commencement Date of the renewal term.

4. Payments – Scale Logic will issue invoices in advance starting with the Customer's liability for charges as provided in Section 3. The payment is due within thirty days of date of invoice. Late charges and finance fees may be imposed on outstanding balances as allowed by law.

The Annual Amount Due does not include any taxes on the Service or any parts supplied thereunder. Any taxes due for Service or parts rendered shall be borne by the Customer.

5. Alterations and Attachments – Scale Logic reserves the right to cancel Services or adjust the specified charges, if any new equipment specifications, attachments, features or changes are made or added to a Product after Commencement Date.

Additional items may be made subject to the Agreement at any time. Such additional items will be added by means of an amendment executed by duly authorized representatives of the parties and such an amendment shall include all information as required on the face hereof.

6. Limitations of Liability and Remedy – If Scale Logic fails, after repeated attempts, to perform any of its obligations set forth in this Agreement, Scale Logic's entire liability and the Customer's sole and exclusive remedy for claims related to or arising out of this Agreement for any cause and regardless of the form of action, whether in contract or in tort, including negligence and strict liability, shall be the Customer's actual, direct damages such as would be provable in a court of law, but not to exceed the charges paid to Scale Logic for the specific item that caused the damages.

In no event shall Scale Logic be liable for: (1)Any incidental, indirect, special or consequential damages, including but not limited to loss of use, revenue or profit, even if Scale Logic has been advised, know or should have known of the possibility of such damages; or (2)damages caused by the Customer's failure to perform its obligations under this Agreement; or (3)claims, demands or actions against the Customer by any other party; or (4)"Acts of God".

Scale Logic shall not be responsible for technical services of any sort related to system design or operation, programming or software. Services provided under this Agreement do not assure uninterrupted operation of the equipment. Scale Logic is not responsible for the rebuilding of the operation environment including, but not limited to, software installation, data restoration, and system configuration in the event of hardware or software failure.

It is the responsibility of the Customer to ensure that all of its files are adequately duplicated and documented. Scale Logic will not be responsible for Customer's failure to do so, nor for the cost of reconstructing data stored on disk files, tapes, memories, etc. lost during the course of performance of Service.

7. Cancellation – This Agreement shall terminate: Upon 60 days prior written notice, either party may (1)terminate this Agreement in its entirety at the end of the Term; or (2)cancel Service for any Subsystem prior to expiration of Agreement, with the understanding that Customer is not entitled to any refund of any amount paid under this Agreement.

Without prejudice to any rights or remedies, Scale Logic may elect to cancel this Agreement and repossess any Scale Logic property furnished thereunder if: (1)the Customer upon 10 days prior written notice has failed to make payments thereunder; or (2)a petition in bankruptcy has been filed by or against the Customer, the Customer has made an assignment for benefit or creditors or a receiver has been appointed or applied for by the Customer.

8. General Provisions – The Customer represents that it is the owner of the Product(s) subject this Agreement or; if not the owner, that it has the authority to enter into this Agreement.

All property of Scale Logic, except for those replacement parts incorporated into the Product(s) or purchased by Customer or Consumed in Service, shall be returned to Scale Logic upon termination of this Agreement.

Scale Logic shall have no liability to fulfill its obligations thereunder, due to, without limitation, labor disputes, the failure of Product manufacturer to provide spare parts or material or any other causes similar or dissimilar, beyond its reasonable control. If one of these, or a similar event prevents Scale Logic from performing its obligations thereunder, and the event is not changed in thirty (30) days from the start of the event, Customer's exclusive remedy shall be termination of this Agreement.