

SERVICE CONTRACT INFORMATION FOR PRINTRONIX MAINTENANCE SERVICE

BETWEEN

PRINTRONIX Inc. BIJSTERHUIZEN 11-38, BIJSTERHUIZEN 11-38, 6546 AS NIJMEGEN , THE NETHERLANDS

AND

Printronic, through its agent, agrees to furnish and the customer agrees to accept maintenance service on the equipment listed, for the charges herein indicated, subject to the following terms and conditions.

BILLING ADDRESS:

INSTALLATION ADDRESS:

DATE:

PURCHASE ORDER NO:

DATE

<i>PRINTER TYPE and /SERIAL NUMBER</i>	<i>START DATE</i>	<i>END DATE</i>

Service Level Agreement

1. TERM

- This agreement is effective from the commencement date and shall continue for a term as referred on the 1st page of this document.
- 1.2 Printronix may withdraw individual item(s) from this agreement upon thirty (30) days prior written notice if the equipment cannot be properly or economically repaired on-site due to customer-caused excessive wear or deterioration.
- 1.3 All contracts commence on the 1st day of the month and end the last day of the month for a term as referred on the 1st page of this document. All days prior to the commencement date of the contract will be billed on a prorated basis.
- 1.4 This contract is for a minimum as referred on the 1st page of this document, however, Printronix or the customer may cancel at any time with thirty (30) days written notice.
- 1.5 If the Invoice for contract service is not paid within net thirty (30) days, the contract service will be suspended. Customer will be contacted by a representative from Printronix in order to resolve the outstanding invoice. Contract will be canceled if not paid or resolved within 60 days from date of the invoice. To restart a contract after it has been canceled, a pre-contract inspection is required plus payment of the balance due on the canceled contract and payment in advance for the new contract.
- 1.6 The contract service will be invoiced in advance of the service period for the full service period.
- 1.7 Warranty contracts (the first year after purchase of the equipment) cannot be cancelled during the first year.

2. RENEWALS

Renewal notices will be sent 60 days in advance of the contract expiration date. Receipt of purchase order is required to renew a contract. If a new purchase order is not sent, Printronix will attempt to contact the customer by phone.

3. ELIGIBILITY FOR SERVICE AGREEMENT

3.1 All equipment to be included under this agreement shall be listed on this agreement. The customer shall pay all charges incurred in restoring the equipment to good operating condition at Printronix per call rate then in effect.

4. SERVICE RESPONSIBILITIES

- 4.1 Printronix agrees to provide maintenance service during the period specified in this agreement to maintain the equipment in good operating condition. This service includes scheduled preventative maintenance, as determined by Printronix. Remedial maintenance will be provided by Printronix during normal working hours when notified by the customer that the equipment is inoperable. Printronix agrees to respond to remedial maintenance service requests within the time specified on this contract. A Printronix service representative must be notified to initiate the service call using the phone number/e-mail address as referenced in the "Welcome Letter" that will be sent as soon as the contract is in effect.
- 4.2 Maintenance will include replacement of parts deemed necessary by Printronix. All parts will be furnished on an exchange basis and will be new standard parts of equal quality. Replaced parts removed from the system become the property of Printronix. All customer consumable items such as paper, ribbons, print heads etc. are excluded from contract coverage.

5. PERIOD OF SERVICE AVAILABILITY & CHARGES

- 5.1 The basic maintenance agreement charge entitles the customer to on-site maintenance service by close of business next day during the period of 8:45AM and 5:00PM local time Monday through Friday exclusive local public holidays.
- 5.2 Four hour response shall mean that, a customer repair engineer (CRE) shall arrive on-site at the end user location during the principal period of maintenance (PPM) within four hours, provided that the receipt of call is prior to 1:30PM local time. Contractor will respond on the "next business day response" for any instance where contractor receipt of call is after the applicable cut-off time. Four hour response time commitments are limited to end user locations within fifty km radius from a contractor service location.
- 5.3 Next business day response shall mean that a CRE shall arrive on-site at the end user location, greater than fifty km but within hundred fifty km of a contractor service location, the next business day during the PPM, provided that the receipt of call is prior to 4:00pm local time. Contractor will respond on the "Eight hour/Next business day response" for any instance where contractor receipt of call is after the applicable cut-off time.
- 5.4 If customer requests maintenance to be performed outside of the normal working hours, the service will be performed on a best-effort basis at Printronix call rates and terms then in effect.
- 5.5 In addition to all charges provided in the maintenance agreement, customer shall pay to Printronix an amount equal to any customs, import duties, federal, VAT, state, municipal, other government excise, sales, use, occupational, or like taxes now in force or hereafter enacted which Printronix is required to collect. Provided, however, that the customer shall not be responsible for any tax based on Printronix' net income or for any franchise or other tax imposed on Printronix for the right to conduct business in the customer's state.
- 5.6 All prices are subject to change on the anniversary date of the contract. The customer will be notified sixty (60) days in advance.

6. EXCLUSIONS

- 6.1 Maintenance service is contingent upon the proper use of all equipment an

does not cover equipment which has been modified without Printronix' written approval, or which has been subjected to unusual physical or electrical stress. Printronix shall be under no obligation to furnish maintenance service (preventative or remedial): (1) H adjustment, repair or parts replacement is required because of supplies, operator-caused error, or repeated misuse of equipment; (2) if the equipment is maintained or repaired or if attempts to repair or service the equipment are made by other than authorized Printronix personnel, without the prior approval of Printronix; (3) if the equipment is removed from its location of initial installation and/or reinstalled without the prior approval of Printronix; (4) Service calls related to printer damage caused by the use of Non-Printronix Genuine Consumable will be billable at the current Time and Material rate. Printronix is not responsible for repairs resulting from acts of God, such as fire, flood, earthquake, etc. If maintenance service is required as a result of causes stated above, such repairs will be made at Printronix' per call rate then in effect.

6.2 Maintenance service also does not include: (1) accessories, paint, or refinishing of the equipment or furnishing materials for this purpose (2) electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished originally unless specifically stated in this contract.

6.3 Maintenance service does not include other vendors' equipment or accessories- (except as specified in this contract) attached to or installed in a Printronix printer. If a maintenance service call is made on the Printronix printer and the malfunction is the result of other vendor's materials or accessories (except as specified in this contract), the service call will be charged at Printronix applicable per call rates and terms then in effect.

7. ACCESS TO EQUIPMENT

The customer shall insure that Printronix shall have full and free access to the equipment during the service call.

8. MOVEMENT OF EQUIPMENT

To insure continuity of service under this agreement, the customer shall give Printronix at least thirty (30) days prior written notice of intent to move the equipment shown on this agreement. If requested, Printronix (or a third party on behalf of Printronix) personnel shall perform the dismantling and packing of the equipment, and charge the customer for all such work performed according to current terms. Printronix (or a third party on behalf of Printronix) will certify conditions of printer prior to shipping to new location. Customer will be responsible for all packaging and shipping cost. Printronix (or a third party on behalf of Printronix) shall unpack, inspect, and reinstall the equipment at the new location, and charge the customer for all such work performed at term then in effect. The maintenance agreement charges shall be suspended when the system is dismantled and reinstalled on the day following equipment inspection and acceptance by Printronix at the new location. Systems moved to any area serviced by Printronix are eligible for continued service under this agreement. Equipment moved to a new location is subject to any applicable remote surcharges or other terms at the new location. According to current terms, Printronix will certify conditions of printer prior to shipping to new location. Customer will be responsible for all packaging and shipping cost.

9. GENERAL

- 9.1 The customer agrees that Printronix will not be liable for any special, indirect consequential damages.
- 9.2 The terms and conditions of this agreement shall prevail notwithstanding any variation from the terms and conditions of any present or future order submitted by the customer for maintenance services.
- 9.3 This agreement supersedes all prior maintenance agreements and understanding between the parties and may not be changed or terminated orally.
- 9.4 This agreement will be governed by the laws of the state of California.
- 9.5 Equipment environmental requirement is according to published Printronix specification