

On-Site Service Agreement

If you have a printer problem, call XANTÉ's Technical Support Center at 1-800-926-8393. XANTÉ's highly trained technicians will first try to resolve the problem over the phone. In many cases this prevents the need for a site visit and limits downtime. If your problem cannot be resolved over the phone or with a CRP (Customer Replaceable Part), XANTÉ will dispatch an Imation technician to your location (usually the next business day) for printer repair. The repair service shall be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding Imation observed holidays. Service performed outside of the normal working hours at the request of the customer shall be subject to current charges for labor and travel. This service agreement provides the labor and parts (with the exception of supplies, consumables, and other expendable items) to restore the covered equipment to good working order. XANTÉ's standard on-site service shall cover a one hundred (100) mile radius of an Imation Service Center. For those customers located outside this area, there could be limitations to response times, optional services and additional charges for on-site service.

NOTE: Printer accessories and options and Filmstar units, are not included under On-Site Service Agreements, but can be covered for service under XANTÉ's Cross-Ship Exchange Program for an additional fee.

Cross-Ship Exchange Program

If you have a printer problem, call XANTÉ's Technical Support Center at 1-800-926-8393. XANTÉ's highly trained technicians will first try to resolve the problem over the phone. In many cases, this prevents the need for a printer to be shipped and limits downtime. If your printer problem cannot be resolved over the phone or with a CRP (Customer Replaceable Part), XANTÉ will ship a replacement printer to your location.

The XANTÉ Cross-Ship Exchange Program works as follows:

- A) If the XANTÉ technician determines that the printer problem cannot be resolved over the phone or with a CRP (Customer Replaceable Part), XANTÉ ships a palletized replacement printer that day via freight carrier, if the technician's diagnosis is determined before 2:00 p.m. CST (Central Standard Time);
- B) If the printer problem cannot be resolved over the phone and a CRP is required, the CRP ships that day via Federal Express Priority overnight (Federal Express International Priority for Canada) if the technician's diagnosis is determined before 2 p.m. CST. If the customer reports that the problem continues after the CRP is installed, and the technician confirms this by 2:00 p.m., XANTÉ ships a palletized replacement printer that day via freight carrier. Upon receipt of the exchange printer/part, the customer will pack the defective printer/part in the carton, which contained the replacement printer/part. The customer will place the prepaid shipping label that was inside the replacement printer/part box on the outside of the box and ship the defective part back to XANTÉ. If it is a defective printer, XANTÉ will arrange for its pickup and delivery. **(XANTÉ is not**

responsible for damages, which occur in shipping due to inappropriate packaging by customer. Customer may be invoiced for value of printer/part.)

Note: After initial consultation with technician, if issue cannot be resolved over the phone, customer may immediately request a priority cross-ship replacement printer without waiting for a technician's diagnosis for a \$450.00 fee per incident (\$475.00 fee for Canada.) This amount must be paid in advance by credit card. If the request for such priority service is received before 2:00 p.m. CST and a printer is available in the proper configuration, XANTÉ ships a palletized printer that day via freight carrier .

Customers will receive a cross-ship replacement printer in similar condition to the unit returned by the customer. This cross-ship exchange program allows the customer to keep the cross-shipped replacement printer in exchange for their repaired unit in most cases. However, if the printer returned by the customer is defaced or damaged beyond XANTÉ's refurbishing standards, XANTÉ reserves the right to return the customers repaired unit and have the cross-shipped replacement printer sent back to XANTÉ. In this case, XANTÉ covers freight costs for returning the repaired printer to the customer and for returning the cross-ship replacement printer to XANTÉ.

NOTE: XANTÉ's Cross-Ship Exchange Program is not available on any color series printers.

XANTÉ's RightCare Service Agreement **does not apply to accessories (unless specifically covered by a Cross-Ship Exchange Service Contract) or consumables, including but not limited to fusing units (including fuser cleaner rollers and fuser oil), OPC belts and toner cartridges.** XANTÉ's RightCare Service Agreement does not apply to printers with damage resulting from any of the following: (a) Unauthorized alterations, changes, modifications or service; (b) Physical damage due to water, electrical, fire, or shipping damage; (c) Negligence; (d) Misuse; (e) Abuse; (f) Improper storage; (g) Improper site preparation; (h) Improper or inadequate maintenance by customer; (i) Operating outside of the environmental specifications; (j) Use of non-supported print media; (k) Use of customer supplied software, interfaces or peripherals; (l) Acts of war; (m) Acts of God; (n) Normal wear and tear; (o) Use of non-XANTÉ Consumables (The use of non-XANTÉ consumables will not, by itself, affect your warranty. If a failure or damage to the printer is found to be caused by the use of non-XANTÉ consumables or supplies, XANTÉ will not repair the printer without charge.); (p) Duty cycle abuse (Operating the printer beyond its duty cycle limits will be deemed duty cycle abuse and XANTÉ will not repair the printer without charge.)

XANTÉ's RightCare Service Agreement is not available for printers that have been defaced, altered, or damaged beyond repair, nor does it apply to character or page yield, damage resulting from customer's failure to follow instructions from XANTÉ, whether written, oral or outlined in XANTÉ's User's Guide, or any printer problem not specifically covered by the Limited Warranty as outlined in the XANTÉ User's Guide. (Attachment A)

XANTÉ RightCare Service Agreement

SUPPORT SPECIFICATIONS FOR THE UNITED STATES AND CANADA

XANTÉ will provide, as required, all labor, parts, cross-ship printers and other supplies necessary to maintain in good operating condition, products covered by this Agreement. Replacement parts will be furnished on an exchange basis and will either be new, equivalent to new or reconditioned and may be from sources other than the original equipment manufacturer. All returned parts and products become the property of XANTÉ. XANTÉ performs all services during XANTÉ's normal business hours (Monday through Thursday, 7:00 a.m. to 7:00 p.m. CST, and Friday, 7:00 a.m. to 6:00 p.m. CST), excluding XANTÉ's observed holidays, and Imation's normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. local time), excluding Imation's observed holidays. Services performed outside of the normal working hours at the request of the customer shall be subject to current charges for labor and travel.

TERMS AND CONDITIONS

- 1) Support Services:** XANTÉ will provide the technical support services described in the RightCare Service Agreement. Failures covered under this RightCare Service Agreement include any hardware or electrical problems encountered due to defective parts or workmanship. Failures that are not covered under this RightCare Service Agreement and which may require additional charges for labor, parts and travel are: (a) Unauthorized alterations, changes, modifications or service; (b) Physical damage due to water, electrical, fire, or shipping damage; (c) Negligence; (d) Misuse; (e) Abuse; (f) Improper storage; (g) Improper site preparation; (h) Improper or inadequate maintenance by customer; (i) Operating outside of the environmental specifications; (j) Use of non-supported print media; (k) Use of customer supplied software, interfaces or peripherals; (l) Acts of war; (m) Acts of God; (n) Normal wear and tear; (o) Use of non-XANTÉ Consumables (The use of non-XANTÉ consumables will not, by itself, affect your warranty. If a failure or damage to the printer is found to be caused by the use of non-XANTÉ consumables or supplies, XANTÉ will not repair the printer without charge.); (p) Duty cycle abuse (Operating the printer beyond its duty cycle limits will be deemed duty cycle abuse and XANTÉ will not repair the printer without charge.); (q) Defaced, altered, or damaged beyond repair (r) Character or page yield, (q) Customer's failure to follow instructions from XANTÉ, whether written, oral or outlined in XANTÉ's User's Guide, or any printer problem not specifically covered by the Limited Warranty as outlined in XANTÉ's product User's Guide.

- 2) Payment/Cancellation:** The RightCare Service Agreement will not be in effect until payment is received by XANTÉ in advance or within 30 days of invoice if customer has established credit terms. Even if the customer purchases the service agreement through a reseller, the payment must be received by XANTÉ within 30 days of invoice in order for the customer to receive service. Customer will pay all applicable sales, use, property,

excise and/or ad valorem taxes. The customer or XANTÉ can terminate the RightCare Service Agreement at any time with three (3) months prior written notice. The customer may receive a pro-rated refund, which will be calculated after subtracting three months from the remaining terms as a cancellation charge. XANTÉ can terminate the RightCare Service Agreement at any time for non-payment. XANTÉ reserves the right to adjust service fees in the event the customer changes the printer or adds additional features or attachments after the date of the original RightCare Service Agreement.

- 3) **Eligible Products:** Products must be in good operating condition and should not be modified in any way. Printers may be eligible for extended RightCare Service Agreements if currently under warranty and meet XANTÉ standards. Products purchased more than sixty (60) days prior to this agreement may be subject to re-certification to be deemed in good condition prior to approval of this RightCare Service Agreement. XANTÉ reserves the right to inspect any printer prior to placing the printer under a service agreement. Upon inspection and/or other means XANTÉ determines that the printer is not in good working condition, the customer will be billed at current time and material rates to return the printer to good working condition. Customer's relocation of printer may result in additional support charges and modification of response times.

A printer, which has reached the limit of its useful life, may require additional charges for labor, parts and travel to continue the RightCare Service Agreement for subsequent terms. If, in XANTÉ's sole discretionary and reasonable opinion, any printer requires factory refurbishing because normal repair service cannot keep the printer in good operating condition, XANTÉ will submit an estimate for the required refurbishment to the customer. In the event the customer declines to authorize the refurbishment, XANTÉ may terminate the RightCare Service Agreement for the printer.

Note: If the covered printer includes accessories or options, the accessories and options may only be covered when installed on the printer for which they were designed, and if they are specifically covered with a XANTÉ Cross-Ship Exchange Service Agreement.

- 4) **Copyrighted Material:** Unless otherwise agreed to in writing by XANTÉ, copyrighted materials (software, firmware and printed documentation) are confidential and proprietary and may not be copied.
- 5) **Warranty:** XANTÉ's RightCare Service Agreements are not a guarantee of uninterrupted or error-free functioning of a printer. XANTÉ's warranty is that support services will be performed in a workmanlike fashion and that all replacement printers and parts provided by XANTÉ will be free of defects in materials and workmanship at the time of installation. In the event that XANTÉ breaches this warranty, XANTÉ will, at its option, make all necessary adjustments, repairs or replacement of parts which were

defective at the time of installation. There are no other expressed or implied warranties concerning any support services, replacement printers, parts, supplies, consumables or other expendable items hereunder.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. XANTÉ SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR RESPONSE, WHICH ARE LIMITED IN DURATION TO THE COVERAGE PERIOD. NO WARRANTIES, EXPRESSED OR IMPLIED, WILL APPLY AFTER THIS PERIOD. THE FOREGOING SHALL BE THE SOLE REMEDY OF THE CUSTOMER FOR BREACH OF WARRANTY.

- 6) **Limitation of Liability:** The customer's sole remedy under the terms and conditions of this RightCare Service Agreement is set forth in this section.

For any claim concerning performance or nonperformance of XANTÉ for a covered printer under the terms and conditions of XANTÉ RightCare Service Agreements, the customer may recover actual damages up to the limits set forth in the following paragraph.

XANTÉ's LIABILITY FOR ACTUAL DAMAGE FROM ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF (1) \$10,000 OR (2) THE AMOUNT THE CUSTOMER PAID FOR THE PRINTER OR SERVICES THAT CAUSED THE DAMAGE. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS FOR BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY FOR WHICH XANTÉ IS LEGALLY LIABLE.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGE CAUSED BY THE OTHER PARTY'S FAILURE TO FULFILL ITS RESPONSIBILITIES UNDER THESE TERMS AND CONDITIONS. IN NO EVENT WILL EITHER PARTY BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS, LOST SAVINGS, DOWNTIME, GOODWILL, NOR DAMAGE OR DESTRUCTION OF DATA. THIS IS TRUE EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow limitations on how long an implied service lasts, or do not allow the exclusion or limitation of incidental or consequential damages. If such laws apply, the limitations or exclusions contained in the terms and conditions of this RightCare Service Agreement may not apply.

The RightCare Service Agreement gives the customer certain legal rights. The customer may also have other legal rights, which vary from state to state.

- 7) **Limitations of Service:** XANTÉ provides support services for qualified products. Hardware products not supplied or not approved by XANTÉ and products for which customer does not allow XANTÉ to incorporate engineering improvements will be considered non-qualified products. If performance of support services is made more difficult because of non-qualified products, customer is responsible for removing non-qualified products to allow support services of qualified products and XANTÉ may charge customer for the increased efforts at XANTÉ's current service rates.

8) **Customer Responsibilities:**

CUSTOMER WILL:

- a) Provide prompt access to XANTÉ products and reasonable assistance to expedite the performance of service by XANTÉ's Agent.
 - b) Provide, at its expense, adequate working space, including heat, light, ventilation, electric current and outlets for the use of XANTÉ's Agent.
 - c) Maintain, at its expense, the installation site in accordance with the manufacturer's published specifications.
 - d) Provide XANTÉ Agent with operating supplies used during normal operation.
 - e) Maintain a procedure external to the products for reconstruction of lost or altered files, data or programs, and be responsible for the security of its proprietary and confidential information.
 - f) Notify XANTÉ if any product serviced is being used in an environment that poses a potential health hazard to XANTÉ Agent. (XANTÉ may require such products to be serviced by customer under XANTÉ supervision.)
 - g) Have a representative present at customer's site at all times when services are being performed by XANTÉ Agent on site or by telephone.
 - h) Perform routine preventative maintenance procedures on products as outlined in the product User's Guide.
- 9) **Term:** This RightCare Service Agreement will begin on the effective date as specified by XANTÉ as follows:
- a) For products currently under warranty and no upgrade in level of service, the first day following the product's original warranty expiration date;
 - b) For products currently under warranty and level of service is upgraded, the existing warranty period is assumed with the higher level of service;
 - c) For products whose warranty has expired, the first day following a 30 day waiting period from date of application for service and re-certification;

Unless otherwise agreed or set forth herein, the RightCare Service Agreement will continue until terminated by either party under the provisions hereof. Customer shall be

Contract Number: _____

responsible for paying re-certification charges, if applicable, in advance prior to approval of this RightCare Service Agreement.

- 10) **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control.
- 11) **Governing Law: the laws of the State of Alabama will govern This Agreement.**
- 12) **Entire Agreement:** The terms and conditions of this RightCare Service Agreement constitute the entire understanding between the parties relating to the provision of services listed on the reverse side of this Agreement and will supersede any previous communication, representation, or agreement by either party whether oral or written. Acceptance by customer of the terms and conditions of this Agreement is deemed to occur by customer's signature. No change to any of the terms and conditions herein will be valid unless in writing signed by an authorized representative of each party.

WARRANTY AND CONDITIONS SET FORTH ARE NON-TRANSFERABLE.