

### 1. TERM

- 1.1 This Service Contract (Contract) defines how Printronix will provide service on each piece of Customer equipment covered (individually, service contracts). This Contract shall become effective on the service commencement date of the first Customer service contract and continue until modified in writing by Printronix or until the final service contract terminates without renewal.
- 1.2 The Customer may terminate any service contract with 30 days prior written notice. If a multi-year service contract is terminated, any refund due will be calculated by prorating the period used using one year rates. A termination fee of \$100 will be charged for each terminated service contract.
- 1.3 If any invoice issued under this Contract is not paid within 30 days, the service contract will be suspended and will be canceled if not paid or resolved within 90 days. If any service was performed on equipment during the period the service contract was suspended, it will be billed at the applicable per call rates then in effect. To restart service after it has been canceled, a pre-contract inspection may be required.

### 2. RENEWALS

- 2.1 A renewal invoice will be sent before each service contract expiration date. Renewal invoices must be paid before the new service commencement date to continue service. If service is not continuous for any reason, a pre-contract inspection may be required before restarting service.
- 2.2 Non-Impact Printer service contracts shall only be renewed through the third year after their initial delivery to the end user

### 3. ELIGIBILITY FOR SERVICE CONTRACT

- 3.1 All included equipment must be in operating condition prior to the start date of the service contract.

### 4. SERVICE RESPONSIBILITIES

- 4.1 Printronix will provide services under this Contract sufficient to maintain the equipment in good operating condition. Printronix agrees to respond to remedial service requests as specified in section 5. Printronix customer service dispatch must be notified to initiate a service call using the following toll free number: 1 (800) 854-3181
- 4.2 Service will include replacement of parts deemed necessary by Printronix. All parts used to support this Contract will be new or equivalent to new. Replaced parts removed from the system become the property of Printronix. All customer consumable items such as paper, ribbons, fusers, thermal printheads, etc. are excluded from Contract coverage.

### 5. PERIOD OF SERVICE AVAILABILITY & CHARGES

- 5.1 This Contract entitles the customer to on-site service by the close of the next business day during the period of 8:00 AM and 5:00 PM local time, Monday through Friday, except Printronix holidays as listed in section 12, provided that the service call is received by Printronix no later than 3:00 PM Pacific Time for sites in the U.S. and 11:00 AM Pacific Time for sites in Canada.
- 5.2 The Contract pricing does not include customs, import duties, federal, state, municipal, other government excise, sales, use, occupational, or like taxes now in force or hereafter enacted which Printronix is required to collect, except 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 location.
- 5.3 All prices are subject to change on the anniversary date of the Contract. Printronix will notify the Customer in advance of any pending price changes.
- 5.4 Printronix may determine that equipment must be shipped to its facility for repair. Printronix will pay for the shipment to and from its facility in such cases.
- 5.5 Printronix may at its sole discretion deem any equipment not repairable and cancel the service contract. The pro-rated balance of the service contract will be refunded to the customer in such cases.

### 6. EXCLUSIONS

- 6.1 Service is contingent upon the proper use of all equipment and does not cover equipment which has been modified without Printronix's written approval, or which has been subjected to unusual physical or electrical stress. Printronix shall be under no obligation to furnish service (preventative or remedial) if: (1) adjustment, repair or parts replacement is required because of supplies, operator-caused error, or repeated misuse of equipment; (2) 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) the equipment is removed from its location of initial installation and/or reinstalled without the prior

- approval of Printronix; (4) equipment damage is caused by the use of Non-Printronix Genuine Consumables.
- 6.2 Service does not include damage from acts of God, such as fire, flood, lightning, earthquake, electrical disturbances, etc.
- 6.3 Service does not include repairs to (1) accessories, paint, covers, cosmetic appearance or refinishing of the equipment or furnishing materials for this purpose (2) electrical work external to the machines or of accessories, alterations, attachments or other devices not furnished originally unless specifically stated in this Contract.
- 6.4 Service does not include other vendors' equipment or accessories (except as specified in this Contract) attached to or installed in Printronix equipment.
- 6.5 All repairs (including parts and labor) required by such excluded damage will only be made with the approval of the Customer and will be billable at the applicable per-call rates and terms then in effect.
- 6.6 Printronix is not liable for rendering any services that are impractical for Printronix service representatives to perform because of the equipment's connection to other mechanical or electrical devices not furnished by Printronix.
- 6.7 Printronix is not liable for jamming due to special media such as labels or multi-part forms that are determined by Printronix to be sub-standard.

### 7. ACCESS TO EQUIPMENT

- 7.1 The customer shall insure that Printronix or its subcontractors shall have access by telephone to a person at the location of the equipment under contract to assist the technician in performing preliminary problem diagnosis prior to dispatching a technician and parts to fix the problem on-site.
- 7.2 The customer shall insure that Printronix or its subcontractors shall have full and free access to the equipment during the on-site service call.

### 8. MOVEMENT OF EQUIPMENT

- 8.1 The Customer shall give Printronix at least 30 days prior written notice of its intent to move any covered equipment. Printronix personnel shall perform the dismantling and packing of the equipment, certify the condition of the equipment prior to shipping to new location, and unpack, inspect, and reinstall the equipment at the new location. Printronix will charge Customer to move the equipment at the applicable rates then in effect, and for all packaging and shipping cost. Equipment moved to a location that is subject to a remote location surcharge will be billed pro-rata for the surcharge.

### 9. DEPOT REPAIR

- 9.1 For printers under a "Depot Repair" contract, the customer is responsible for inbound freight, with Printronix paying return freight (standard ground). 9.2 Turn-around time for Depot Repairs is 7 business days after receipt.
- 9.3 Printers received that show signs of physical or shipping damage, or have signs of excluded defects listed in Section 6 (Exclusions). If such units are received, the customer will be contacted informing them that this printer is not covered under Depot repair. At the customer's discretion Printronix will either furnish a repair quote and repair the printer, return it to the customer unrepaired, or dispose of the printer.

### 10. GENERAL

- 10.1 The customer agrees that Printronix will not be liable for any special, indirect consequential damages.
- 10.2 The terms and conditions of this Contract shall prevail notwithstanding any variation from the terms and conditions of any present or future order submitted by the customer for service.
- 10.3 This Contract supersedes all prior Service Contract Terms & Conditions or understandings between the parties and may not be changed or terminated orally.
- 10.4 This Contract will be governed by the laws of the State of California.

### 11. PRINTRONIX HOLIDAYS

|                        |                             |
|------------------------|-----------------------------|
| New Years Day          | January 1                   |
| President's Day        | Third Monday in February    |
| Memorial Day           | Last Monday in May          |
| Independence Day       | July 4 <sup>th</sup>        |
| Labor Day              | First Monday in September   |
| Thanksgiving Day       | Fourth Thursday in November |
| Day After Thanksgiving | Fourth Friday in November   |
| Christmas Day          | December 25 <sup>th</sup>   |