

## TERMS & CONDITIONS OF SERVICE

**GENERAL:** The sale of services or goods under this Agreement by MEAU is conditioned upon Customer's acceptance of these terms and conditions. No other different or additional terms and conditions contained in any other document submitted Customer shall apply to the transactions covered under this Agreement and are hereby expressly rejected. Failure of MEAU to object to provisions contained in any order or other writing of Customer shall not be construed as a waiver of these terms and conditions or as acceptance of any terms and conditions of Customer. Customer shall be deemed to have expressly accepted these terms and conditions of sale if Customer expressly so agrees in writing, accepts any shipment of goods or the provision of any services from MEAU.

**SERVICES:** MEAU shall provide Customer maintenance services ("Services") and parts ("Parts") in accordance with the Service Option selected by Customer on the equipment ("Covered Equipment") and at the locations ("Covered Locations") indicated on the reverse side hereof. MEAU shall provide Customer with telephone access to its Service Department from 7AM — 7PM Central time, Monday through Friday, excluding company recognized holidays.

**WORKING HOURS/ADDITIONAL CHARGES:** See Working Hours/Additional Charges on page one of the Service Agreement.

**INVOICING AND PAYMENT:** Customer shall pay the annual charges for the Service Option selected in advance, plus applicable sales/use taxes. Charges are payable net thirty (30) days from date of invoice. Services and repairs not covered under the Service Option will be billed on a labor and parts basis, payable net thirty (30) days from date of invoice. MEAU shall provide Customer with thirty (30) days notice of any increase in the annual service charges applicable to any renewal term of this Agreement. Prices do not include any applicable sales, use or other taxes, and the amount of any such taxes which MEAU may be required to pay or collect may be added to each invoice or separately invoiced by MEAU to Customer. Any past due amounts are subject to interest at the lower of 1% per month or the highest rate permitted by law. Customer is responsible for all costs and expenses incurred by MEAU, including attorneys' fees and costs, in collecting past due invoices or other payments.

### LIMITED WARRANTY:

- MEAU warrants that the Services shall be performed in a competent manner. MEAU further warrants that any Parts furnished by MEAU in connection with this Agreement shall be provided with clear title and shall be free from defects in material and workmanship at the time of installation.
- MEAU'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, UNDER THIS WARRANTY SHALL BE, AT MEAU'S SOLE OPTION, TO ADJUST OR REPAIR, AS SOON AS PRACTICABLE, COVERED EQUIPMENT WHICH IS NOT OPERATING, UNDER NORMAL USE AND SERVICE, IN ACCORDANCE WITH FACTORY SPECIFICATIONS BECAUSE OF A MANUFACTURING DEFECT IN MATERIALS OR WORKMANSHIP, FOR THE LONGER OF THE REMAINING TERM OF THIS AGREEMENT OR 90 DAYS FROM THE DATE OF SERVICE.
- The forgoing paragraph sets forth the exclusive remedy of Customer and the sole liability of MEAU for any and all claims based on MEAU's performance of services, or for the failure of or defect in materials or services furnished, under this Agreement, whether such claim is based on contract, warranty, tort (including negligence), strict liability or otherwise. This limited warranty is in lieu of all other warranties whether written, oral, implied, or statutory. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, MEAU MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MEAU OR ANY OF ITS EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY SET FORTH ABOVE, AND NO SUCH PERSON HAS AUTHORITY TO MODIFY ANY ASPECT OF THE WARRANTY PROVIDED ABOVE OR CREATE ANY OTHER WARRANTIES, EXCEPT THROUGH A WRITTEN AMENDMENT OF THIS AGREEMENT.
- Equipment not covered by MEAU's original equipment warranty or a current Service Agreement immediately prior to the effective date of this Agreement is subject to inspection by MEAU to determine if such equipment is in acceptable working condition and includes current MEAU mandatory field modifications. If an inspection is required, the customer will be charged a one time inspection fee. The customer shall be billed, at MEAU's then current rates for parts and labor, for the cost of any repairs or modifications deemed necessary by MEAU to bring the equipment up to good operating condition.

## LIMITATION OF LIABILITY:

- IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL MEAU BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PRODUCTS, LOSS OF USE OF COVERED EQUIPMENT, LOST PRODUCTION, LOSS OF CUSTOMERS, LOST GOODWILL OR DOWN TIME.
- Under no circumstances shall MEAU be responsible directly or indirectly for any damage to the Covered Equipment or any other Customer property, nor for any injuries to or death of any person in connection with MEAU's performance under this Agreement, except where such damage, injury or death is directly and solely attributable to the gross negligence of MEAU. MEAU's entire liability and Customer's sole and exclusive remedy for any and all claims in connection with or arising out of this Agreement or MEAU's furnishing of the services and products described in this Agreement shall be limited to Customer's actual and direct damages, not to exceed the greater of the net book value of the Covered Equipment (cost of Equipment less depreciation to date) or three times the annual charges for the period of coverage specified in this Agreement, reduced by any damages attributable to the negligence of Customer's employees or agents. In no event shall MEAU be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of the Covered Equipment.

**EXCLUSIONS FROM COVERAGE:** Service labor and parts shall be invoiced as an additional charge to Customer on a time and materials basis under any of the following circumstances:

- Customer attempts to maintain or repair Covered Equipment in a manner other than, or in conflict with, this Agreement, the terms of the original limited warranty or MEAU recommended procedures.
- Damage to Covered Equipment is caused by: modification, alteration, repair or service of the Covered Equipment by anyone other than an authorized MEAU service provider; physical abuse to, or misuse of, the Covered Equipment; operation in a manner contrary to the instructions which accompany the Equipment; use of the Equipment in conjunction with equipment supplied by a third party; or any damage caused by acts of God such as lightning or fluctuation in electrical power.
- Damage to Covered Equipment that results from Customer's failure to maintain facilities and Equipment in a reasonable manner.
- Parts and Labor required to maintain the Covered Equipment that is not included in the Service Option selected by Customer.
- Customer denies the MEAU Service Engineer ready and reasonable access to the Covered Location or the Covered Equipment.
- It is necessary, due to local circumstances, to use union labor or hire an outside contractor. In this case, MEAU service personnel shall provide supervision only and Customer shall be responsible for the cost of such union or contract labor.
- Covered Equipment that is moved from the Covered Location without MEAU's prior written consent and has not been inspected by MEAU following installation at its new location. All charges to provide Service at such other site will be billed at current labor rate until a post move inspection is completed.
- Cost of completing a service call that is delayed or interrupted by Customer.

**DEFAULT AND TERMINATION:** In addition to all other rights and remedies provided to MEAU at law or under this Agreement, this Agreement shall terminate immediately without further notice to Customer, if: (a) Customer fails to make any payment on the date due; (b) Customer makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they mature, a trustee or receiver of all or a substantial part of Customer's assets is appointed by any court, any bankruptcy or reorganization proceedings are instituted by or against Customer, Customer becomes insolvent or unable to pay its debts as they mature, or (c) MEAU has reasonable basis for insecurity with respect to Customer's performance of its obligations to MEAU and Customer fails to provide MEAU with adequate assurance of Customer's performance within 10 days of MEAU's demand for such assurance or (d) Customer defaults in any of its obligations under this Agreement and fails to cure such default within ten (10) days after receipt of notice thereof.

**CUSTOMER RESPONSIBILITIES:** Customer shall provide MEAU full and free access to the Covered Equipment at the Covered Location and shall furnish MEAU personnel with suitable working facilities, space for storage, adequate heat, ventilation and electric power and outlets for providing service at no cost to MEAU. Customer shall be responsible for providing MEAU personnel a safe workplace to perform services under this Agreement. Customer

shall indemnify MEAU from any and all claims for injury to or damages suffered by MEAU's employees, agents and subcontractors while performing Services at the Covered Location. Customer shall provide proper and reasonable maintenance of facilities and the Covered Equipment including, but not limited to, the following:

- Maintaining temperature of area where Covered Equipment is located between 0C and +40C (with no freezing) to insure longer life of the Covered Equipment.
- Controlling humidity to prevent condensation.
- Keeping the Covered Equipment area free of corrosive atmospheres that would affect the operation, maintenance or useful life of the Covered Equipment.
- Keeping the Covered Equipment clean and free of loose dirt and debris.

**BACKUP AND RETENTION OF DATA:** MEAU does not guarantee the security or safety of your data. While we take every precaution possible to make sure the integrity of your data is unaffected, we cannot assume liability for any lost data as a result of services performed by MEAU. If we are aware that a procedure may result in loss of data, we will inform you of the possibility, what data may be affected, and will offer to back your data up at an additional cost. From time to time, MEAU may also choose to also backup data from Customer's equipment as a precaution regardless of whether or not Customer agrees to pay for such a backup. Customer hereby consents to the backup, storage, and retention of backed up data for a reasonable period of time, unless a specific time period is specified as part of any paid backup. However, due to the complex nature of electronic devices, we cannot in advance predict what may happen to your data in every situation. We strongly encourage you to back up any data before MEAU conducts any service.

**TERM:** This Agreement shall be in effect for a period of one year commencing on the Effective Date listed on the reverse side hereof. Thereafter, this Agreement shall be renewed for successive one year terms unless terminated by either party giving the other party notice of termination no less than thirty (30) days prior to the expiration of the initial or any renewal term of this Agreement.

**REGULATORY LAWS AND STANDARDS:** MEAU makes no promise or representation that the Parts and Service will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by a duly authorized representative of MEAU.

**FORCE MAJEURE:** MEAU shall not be liable for damage as a result of any delay or failure of performance due to any cause beyond MEAU's reasonable control, including, without limitation, acts of God, acts of Customer or any of its representatives or agents, embargo or other governmental act, regulation or order, fire, flood, freezing, storm, accident, strike, slow down, war, riot, delay in transportation, inability to obtain necessary labor, materials, fuel or manufacturing facility or any other circumstance, whether similar or dissimilar to the foregoing, which is beyond MEAU's reasonable control. In the event of such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, and, if such delay is caused by an act of Customer or any of its representatives or agents, Customer shall reimburse MEAU for any additional costs arising from such delay.

**ENTIRE AGREEMENT:** The terms and conditions of this Agreement and schedules if any, attached to or referenced herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior and contemporaneous agreements, representations, statements, negotiations, understandings and undertakings are superseded. No modifications or changes to this Agreement shall be effective unless in writing signed by authorized representatives of both parties.

**NON-ASSIGNMENT:** This Agreement is not assignable by Customer. Any attempt by Customer to assign any of its rights, duties or obligations under this Agreement is void. Customer acknowledges and agrees that subcontractors or authorized service providers selected by MEAU may perform the services described in this Agreement.

**NOTICES:** Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization or other information is proper or required to be given by either party, such notice, consent, approval, authorization or other information shall be in writing and shall be given or made by facsimile, by reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested, and with all postage prepaid, to the parties at the address first listed in this Agreement, or to such other address as the parties may specify from time to time in a notice given in accordance with this paragraph.