



## ATSI MAINTENANCE AGREEMENT TERMS AND CONDITIONS

### 1. EFFECTIVE DATE

This Agreement shall become effective upon execution of the ATSI Maintenance Agreement by an authorized ATSI representative. Customer agrees that prior to or following acceptance of this Agreement, ATSI may conduct a credit investigation, and if ATSI determines that a Customer does not meet ATSI's credit criteria ATSI may revoke this Agreement upon written notice to Customer within 60 days of its effective date. In such event ATSI shall refund to Customer all sums paid less an amount equal to the fair market value for all services under this Agreement rendered prior to revocation of this Agreement.

### 2. DESCRIPTION OF MAINTENANCE SERVICE

ATSI Maintenance Service shall consist of a maximum of one (1) Recalibration Service per 12 month term and repair to Equipment during ATSI's normal working hours including necessary internal adjustment and replacement of parts which are unserviceable as determined solely by ATSI, on an exchange basis with new parts or used or reprocessed parts equivalent to new performance when used in Equipment. Exchanged parts removed from the Equipment will become the property of ATSI. **This Agreement does not cover** the cost of adding new options, adding or removing accessories, attachments, or other devices except to the extent necessary to perform covered services, support of software, repair of software (except for replacement or repair of firmware), and hardware malfunctions caused by or related to defects in software, consumables, exterior painting or refinishing, the performance of normal operator functions, as described in Equipment Operator Manual (s), repair of Equipment or increase in service time resulting from Customer neglect, or the failure of Customer to utilize and approved electrical surge protection device or circuit. If ATSI determines that the necessary services are not covered by this Agreement it will notify Customer and if Customer elects to have ATSI perform the necessary services and ATSI is able to do so, Customer will be charged ATSI's then current time and materials rates for such services.

### 3. DESCRIPTION OF THE CUSTOMER CARRY/SHIP IN MAINTENANCE AGREEMENT

Customer shall accept the cost and responsibility for delivery of Equipment to an approved ATSI facility, including the risk of loss or damage to Equipment while in transit to the approved ATSI facility. When Customer ships in the Equipment, ATSI shall accept the responsibility for shipment of the Equipment from an approved ATSI facility to the Customer and the risk of loss or damage to Equipment while in possession of or in transit from the approved ATSI facility. If ATSI has the risk of loss or damage to the Equipment, ATSI's sole liability shall be to repair or replace, at ATSI's sole option, lost or damaged Equipment. Upon completion of repair, Equipment shall be returned by common carrier to the location specified by ship-in Customer to ATSI at the time of service call placement, or to the location identified in the Agreement. ATSI does not represent or guarantee that Equipment repair and return will be accomplished within any specific period of time. ATSI shall have no obligations to provide Customer with loaner Equipment during the time that Equipment is being repaired at an approved ATSI facility. **To obtain service hereunder, Customer shall include a copy of this Agreement with the Equipment when it is shipped in for service.**

### 4. ELIGIBILITY FOR SERVICE MAINTENANCE

This agreement is contingent upon Equipment being unaltered, in operable condition the time that ATSI accepts this Agreement and having valid serial number or other valid identifier. Customer must sign the Statement of Equipment Operability on the face of this Agreement. ATSI reserves the right to require refurbishment at Customer's expense to bring Equipment up to standard.

### 5. TERM

This Agreement shall continue for the period specified on the face of this Agreement. Upon expiration of this Agreement, ATSI, at its discretion, may renew this Agreement at the request of the customer, at the prices, terms, and conditions then in effect.

### 6. CONTINGENCIES

ATSI shall not be responsible for failure to render service due to caused beyond its control, including, but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.

### 7. DISCLAIMER OF IMPLIED WARRANTIES OTHER THAN THE OBLIGATION OF ATSI EXPRESSLY SET FORTH HEREIN: ATSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation and disclaimer of liability: the parties agree that, to the extent permitted by applicable law, ATSI limits or disclaims liability related provision of services for the equipment, as follows: (a) for direct damages, ATSI's liability is limited to the greater of the amounts paid by the customer or 10% of the amount required to be paid by customer for the services giving rise to or which are the subject of, the claim, whether such claim alleges breach of contract tortious conduct including but not limited to negligence, or any other theory. (b) ATSI disclaims liability for indirect incidental special or consequential damages including, but not limited to, loss of use, revenue, or profit whether such claim alleges breach of contract tortuous conduct including but not limited to negligence, or any other theory.

### 9. PAYMENTS

Charges required to be paid under this Agreement shall be paid at the commencement of this Agreement.

### 10. BREACH OR DEFAULT

(A) If Customer does not pay the amounts due hereunder or breaches any of the terms of this Agreement and does not cure such breach within ten (10) days after written notices is sent to Customer, or (B) ATSI deems the Agreement to be in jeopardy or feels insecure or (C) in the event the Equipment is serviced or modified by other than authorized ATSI personnel, ATSI, in addition to any other legal remedies it may have, may terminate this Agreement effective upon written notice.

### 11. CANCELLATION BY CUSTOMER

ATSI must receive written notice of cancellation. Any refunds due the customer will be prorated based on time elapsed and services rendered under the agreement at the time of cancellation. The agreement may be transferred to a new owner along with the ownership of the covered Equipment by written request of the original agreement customer.

### 12. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties hereto and supersedes all prior agreements, promises or representations. In no event shall any terms and conditions contained or referenced in any purchase order or other documents submitted by Customer be of any force or effect.