

CORIDIAN MAINTENANCE TERMS AND CONDITIONS

1. COMMENCEMENT OF MAINTENANCE

This Agreement commences on the Effective Date. However, Coridian Technologies will maintain each item of Equipment under the Agreement only after Coridian Technologies representatives have inspected it and, if necessary, restored it to good working order. Any restorative servicing is separately chargeable in accordance with Coridian Technologies' then current rates, terms and conditions for time and materials service. (Inspection and restoration services do not apply to new equipment sold by Coridian Technologies.)

2. TERM

Coridian Technologies shall, for the term of the contract specified on the face hereof (~~%Term%~~) furnish service for the Equipment designated on the reverse. This Agreement can be cancelled with respect to all or any of the Equipment by either party at the end of the Term by giving the other party 30 days written notice. No termination of this agreement shall relieve the Customer of making payments due hereunder or to indemnify Coridian Technologies.

3. CORIDIAN TECHNOLOGIES RESPONSIBILITIES

As long as Customer performs the responsibilities it accepts under this Agreement, Coridian Technologies will perform the following services at the Site:

- Provide preventative maintenance on specific items of equipment as established by Coridian Technologies.
- Provide on-call remedial maintenance and repair due to equipment failure.

4. CUSTOMER RESPONSIBILITIES

For as long as this Agreement is in effect, Customer is responsible for making the Equipment, along with appropriate consumable supplies (such as paper and ribbons) available to Coridian Technologies' service personnel.

5. MAINTENANCE CHARGES

Charges for maintenance service are shown on the face hereof (the Minimum Maintenance Charge or MMC). Customer agrees to pay all applicable MMC in accordance with PAYMENT below. Coridian Technologies may change any applicable MMC from time to time on ninety-(90) days prior written notice to Customer.

6. MAINTENANCE PERIOD

Coridian Technologies will perform preventative and remedial maintenance during the hours specified on the face hereof, local time, Monday through Friday, national holidays excluded (see section 14). Any unscheduled remedial maintenance procedure begun during the specified hours and completed within one hour of the end of the specified period will not incur any additional charge for the time period involved. Maintenance services are available during additional periods, in accordance with Coridian Technologies terms and conditions for extended maintenance service. If maintenance service is requested by the customer to be performed outside the hours and days specified, such service will be furnished in accordance with Coridian Technologies' hourly labor charges for time and materials services then in effect.

7. PARTS

Parts will be replaced on an exchange basis only. Coridian Technologies reserves the right to use remanufactured or refurbished parts. Such parts will be equivalent to new when installed in the Equipment. All exchanged parts will become the property of Coridian Technologies.

8. EXCLUSIONS

The following are not included in maintenance service:

- Site preparation and maintenance of a proper environment
 - Set up and installation of the Equipment.
 - Printheads are considered consumables and not covered.
 - Moving Equipment.
 - Painting or refurbishing Equipment.
 - Adding, changing or removing features or options or making other functional changes to Equipment.
 - Providing consumable supplies (such as paper and ribbons), even if consumed while providing maintenance service.
 - Maintenance due to usage in an improper environment or in excess of an item's duty cycle or due to modifications or
 - Additions to items not made or provided by Coridian Technologies.
 - Systems engineering services, programming services and operational procedures of any sort.
 - Maintenance, repair or replacement of parts or Equipment when these services are required because of:
 - (a) abuse, misuse, accident, neglect or other loss or damage to Equipment due to a cause or causes external to the Equipment or not caused by the action or inaction of Coridian Technologies maintenance services personnel unless Coridian Technologies has expressly assumed the risk of that loss or damage:
- failure to perform properly any of Customer's responsibilities as established in this Agreement and the Equipment applications

All service excluded pursuant to this section that Coridian Technologies personnel may perform is separately chargeable in accordance with Coridian Technologies' then current rates, terms and conditions for time and materials service.

9. LIMITATION OF LIABILITY

Coridian Technologies is not responsible for any loss, damage or expense of any kind including loss of use of the Equipment or data and storage media used therewith, caused directly or indirectly by the use or performance of the Equipment or by any services provided hereunder IN NO EVENT IS CORIDIAN TECHNOLOGIES LIABLE FOR PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPEC A DAMAGES, LOSS OR EXPENSE EVEN IF CORIDIAN TECHNOLOGIES HAS BEEN INFORMED OF THE POSSIBILITY OF SAME.

10. OTHER SERVICES

Any services not within the scope of Coridian Technologies responsibilities under this Agreement that Coridian Technologies personnel provide at the request of Customer employees or representatives will be billed for in accordance with Coridian Technology's then current rates, terms and conditions for time and materials service. Customer expressly authorizes Coridian Technologies personnel to perform such services, and agrees to pay for such services, in response to requests made by Customer employees and representatives.

11. PAYMENT

Annual and one-time payments are due and payable within thirty (30) days of customer's receipt of invoice. Payments are not refundable except as provided for below. Customer agrees to pay all taxes provided hereunder.

12. NOTICES

Legal notices concerning this Agreement and the services to be provided hereunder shall be sent to the address shown below the signature line. Payments shall be sent to the address shown on the invoice. Customer shall send all other communications to the local Field Engineering manager servicing the site.

13. GENERAL

This Agreement is the entire contract between Coridian Technologies and Customer: it may be supplemented or amended only by a written document signed by both parties. Coridian Technologies may, in its discretion, utilize people who are not full-time Coridian Technologies employees in providing service hereunder. Coridian Technologies may discontinue providing service on any product if Coridian Technologies cannot obtain an adequate supply of spare parts and supplies on a reasonable basis. In the event that a repair is needed in which the part(s) are no longer available, the customer can swap in a unit purchased from Coridian Technologies, Inc. for the remainder of the term. Customer may not assign this Agreement without the prior written consent of Coridian Technologies, which will not be unreasonably withheld: any such assignment not so consented is void.

14. HOLIDAY SCHEDULE

Service is not available on the following listed holidays

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

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Labeling, Printing and Data Collection Solutions