

KIOSK HARDWARE MAINTENANCE AGREEMENT TERMS AND CONDITIONS

Source Technologies, hereinafter referred to as ST, agrees to furnish Customer with maintenance services for the equipment described in Schedule C equipment location specified in such maintenance schedules, subject to the terms and conditions set forth below. These terms and conditions, together with the Maintenance Schedule, shall be referred to as the Agreement.

1. **MAINTENANCE SERVICE COVERAGE.** Maintenance Service Coverage is Break Fix service which is provided to return Customer's Equipment to good working order. This coverage does not ensure uninterrupted operation of Customer's Equipment. The Customer must call 1-800-922-8501 during the hours set forth for service upgrade as outlined in section 3. Preventative maintenance will be included under the maintenance contract with a maximum of (2) hours onsite with a minimum (1) hour travel time. Any additional time will be charged at ST's current billable rate.

2. **TYPES OF COVERAGE.** ST shall provide the type of Maintenance Service on the eligible Equipment as indicated in Schedule C with the terms and conditions as follows.

2.1 **OVERNIGHT COMPONENT REPLACEMENT SERVICE** - If resolution of the problem requires replacement of the failed Equipment; ST will provide a FEDEX 2-day return label in the box of the replacement to be used for the return of the failed Equipment. The technician is responsible for the installation of the replacement Equipment and the prompt return of the failed Equipment via FEDEX return label or schedule the pickup of the failed Equipment and return to: 11401A Granite Street, Charlotte, NC 28273. The technician agrees to securely package the Equipment in the original box and packaging materials. If Equipment is damaged during shipment because of technician's negligence in packing, then the technician will be responsible for repairs that must be made to the Equipment.

3. **HOURS OF MAINTENANCE SERVICE AVAILABILITY.** ST shall attempt to provide maintenance service for eligible Equipment under this Agreement during normal working hours, Monday through Friday, beginning on the Effective Date. All onsite visits are subject to parts availability and delivery.

3.1 **NEXT BUSINESS DAY** - ST, or its affiliates, will respond next business day, Monday through Friday, 8 am to 5 pm local time except ST Holidays. All calls received after 3:00 P.M. EST will be considered received on the following business day.

If Customer requires maintenance service that must be provided outside normal working hours, charges for such service will not be covered as part of the service contract charges and such services will be billed at ST's current hourly rate with a minimum charge of two (2) hours per call.

4. **EQUIPMENT INSPECTION** -For an existing installed Product not under warranty to be eligible for maintenance under this Agreement, the Product must be fully operational at the time such Product is placed under maintenance. If, in reasonable, good faith judgment, a Product appears not to be operational, per specifications, ST may perform an on-site inspection of the Product with approval from Customer as a condition of acceptance. ST may perform the inspection as a billable service and Customer will be invoiced at ST's current hourly & material rate with a minimum charge of two (2) hours per inspection.

5. **EXCLUDED SERVICE.** The following services are specifically excluded from coverage under the stated maintenance charges, and if such services are performed shall be charged (labor, parts, and travel-related expenses) to Customer at ST's prevailing prices and hourly rates (portal-to-portal).

5.1 Electrical work external to Equipment or maintenance of accessories, attachments or other devices not listed on the Maintenance Schedule.

5.2 Repair of equipment damage or increase in service time due to misuse, accident, modifications, unsuitable physical or operating environment including failure to provide adequate electrical power, temperature or humidity control, or improper service by someone other than ST.

5.3 ST will not be liable or responsible for the cost of any service and/or parts replacement resulting from fraud, tampering, latent defects, the use of paper or ink not supported by the printer manufacturer, or the use of counterfeit components, assemblies, and modules, including but not limited to memory cards, boards, and re-manufactured consumables.

5.4 Accessories or certain parts, such as missing parts, supplies, such as labels, or those items identified by the manufacturer as Customer's responsibility. This includes damage or down time associated with the usage, non-usage or misuse of the above-mentioned accessories or parts.

5.5 Equipment relocation services, systems engineering services, programming, reinstallation of Customer's operating system or application software, or operational procedures of any sorts.

5.6 Routine cleaning or lubrication and set-up as described in the operations manual published by the Equipment manufacturer.

5.7 The repair and/or replacement of toner cartridges, developers, chargers, fusers, ribbons, print bands or consumable supplies as defined by the manufacturer.

5.8 Damages due to causes external to the kiosk, including but not limited to fire, flood, wind, and lightning.

6. **CHANGES IN EQUIPMENT.** Customer agrees not to move the Equipment to another geographic location without thirty (30) days prior written notice to ST. The maintenance charges under this Agreement may be subject to change upon any geographic relocation of the Equipment. ST shall have no obligation to provide maintenance services if the Equipment is moved outside the contiguous forty-eight (48) continental United States, or beyond fifty (50) miles from ST's nearest Service Center, or if Customer fails to notify ST prior to any relocation of Equipment. All services performed by ST to assist Customer in relocation of the Equipment or to restore the Equipment to its normal operating condition after relocation is subject to additional charges in accordance with Section 5 of this Agreement.

7. **INSTALLATION AND CONTROL OF ENGINEERING AND SAFETY CHANGES.** ST will control and install, without charge, all safety changes it deems necessary. If Customer refuses to allow installation of a safety or mandatory change, or if Customer removes an installed safety change, ST may discontinue providing Maintenance Service until the hazard has been corrected. If Customer requests installation of engineering changes and/or field change orders on Equipment under this Agreement, including safety changes, at times outside normal working hours, ST may charge Customer for such service at the prevailing hourly rates and terms then in effect.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** "Term"-The specific period of time, excluding renewal periods, stated in Schedule C during which the Agreement is in effect. "Standard ST Products" - Those Equipment types and models that ST approves for service under this Agreement. "Normal Working Hours" - The period between the hours of 8:00 A.M. and 5:00 P.M. EST daily, Monday through Friday, except ST holidays. Note: ST's holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve and Christmas. (Exceptions – Saturday or Sunday New Year's Day will be honored Monday; Saturday Fourth of July will be honored on Friday and Sunday Fourth of July will be honored on Monday; when Christmas falls on a Saturday, Thursday and Friday will be holidays and when Christmas falls on Sunday, Monday and Tuesday will be holidays.)

2. **TERMS OF AGREEMENT.** This Agreement will begin on the Effective Date and will remain in effect for the full term as stated on the Agreement. The Effective Date is hereby stated as the invoice date of ST's shipment of products to Customer. Upon annual renewal, the Effective Date is exactly one (1) day less than one (1) year after the initial Effective Date. ST has the right to alter the price of the contract at any time upon sixty (60) days written notice or invoice.

3. **ANNUAL RENEWAL OF AGREEMENT.** Upon execution of such term, the Agreement will renew on an annual basis until terminated by Customer upon sixty (60) days written notice or until terminated as provided elsewhere herein. ST is hereafter under no obligation to notify Customer of the annual renewal of the Agreement. Failure to provide required written notice of termination of a renewal to ST will revoke any responsibilities of ST to refund any renewal payments.

4. **RENEWING AGREEMENT ONCE EXPIRED.** Once expiration has occurred, and Customer then wants to renew, the Agreement may be a considered a post-warranty renewal. This renewal shall be subject to a twenty-five (25) percent upcharge fee. The recertification of the equipment will need to be completed at ST's current billable rate to process the post-warranty renewal.

5. **INVOICING, PAYMENT AND PRICE CHANGES.** Maintenance charges shall begin on the Effective Date and shall be billed in advance. All invoiced charges shall be due and payable based on terms listed on receipt of the invoice. Receipt of invoice payment will serve as acceptance of this Agreement. In the event the Customer pays at least thirty (30) days after the Effective Date, the Customer is subject to pay a twenty-five (25) percent late payment fee in order to reinstate the Agreement. In the event the Customer has not paid the maintenance invoice but has a service event and needs support, the Customer will either need to pay the invoice in full or will be charged a billable service and Customer will be invoiced at ST's current billable & material rate per hour with a minimum charge of two (2) hours per event. All charges are subject to change upon thirty (30) days prior written notice. ST may adjust the charge under this Agreement if Equipment specifications, attachments, or features change after the Effective Date. Hourly rates shall be those in effect when the service is performed and shall be payable as specified in the invoice for such charges.

6. **DEFAULT.** In the event Customer is in default of its payment obligations under the Agreement, in addition to ST's other remedies, ST may suspend its performance of services under this Agreement until Customer is no longer in default of such payment obligations. If Customer defaults on payment of Agreement, ST reserves the right to terminate the Agreement.

7. **TAXES.** Customer agrees to pay amounts equal to any applicable taxes resulting from any transaction under this Agreement.

8. **EQUIPMENT ADDITION OR WITHDRAWAL.** Customer may add any item of Equipment, at any time, upon giving ST thirty (30) days prior written notice. All Equipment added after the Effective Date of this Agreement shall assume the unexpired portion of the Term, or the unexpired portion on any renewal Term, of the then existing Agreement.

Customer agrees to provide ST with sixty (60) days prior notice of withdrawal if any item of equipment is withdrawn prior to the end of the Term. ST agrees to provide service for the Equipment stated in Schedule C for the entire term of the Agreement. However, at the end of this period, ST may withdraw any item of Equipment under this Agreement upon sixty (60) days prior written notice to Customer.

9. **DISCLAIMERS: LIMITATIONS OF LIABILITIES: ST'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. ST IS NOT LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, THIRD PARTY CLAIMS, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. DURING THE COURSE OF THIS AGREEMENT, DUE TO LIABILITY OR OTHER DEFAULT BY THE ST, SITUATIONS MAY ARISE WHEREBY CUSTOMER MAY BE ENTITLED TO ENTER A CLAIM AGAINST ST FOR DAMAGES; HOWEVER, ST WILL ONLY BE LIABLE FOR PERSONAL INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY CAUSED BY ST'S NEGLIGENCE. THE AMOUNT OF CLAIM FOR ANY OTHER ACTUAL LOSSES OR DAMAGE IS LIMITED TO \$50,000. IN ALL CASES, ANY CLAIM MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE OCCURRENCE OF THE ALLEGED ACT OR OMISSION GIVING RISE TO DAMAGES. ST WILL NOT BE LIABLE FOR LOSS OF FUNDS CONTAINED IN, DISPENSED BY, OR ASSOCIATED WITH ANY EQUIPMENT UNDER THIS AGREEMENT.**

10. **TERMINATION.** Customer may terminate this Agreement as of the last day of the Term by providing sixty (60) days written notice prior to the end of the term. However, if Customer becomes dissatisfied with the quality of service provided by ST, Customer may, at any time, cancel this Agreement by first providing ST with written notice which states the reasons for dissatisfaction and secondly, informing ST that such dissatisfaction was not cured within thirty (30) days after ST's receipt of the initial written notice. ST or the Customer may terminate the Agreement at any time upon ninety (90) days prior written notice. No refund shall be made in the event the Customer or ST terminates this Agreement.

If at any time, all Equipment is withdrawn from this Agreement and all obligations have been fulfilled, this Agreement may be terminated by either party upon thirty (30) days prior written notice. Either party may terminate this Agreement for failure of the other to comply with the agreed upon terms and conditions. ST may terminate this Agreement if Customer is in default of any Agreement with ST.

ST shall terminate this Agreement immediately upon written notice in the event that Customer (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state law; (iii) becomes insolvent (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver, or similar authority.

ST will not be responsible for failure to provide service due to strikes or cause beyond ST's reasonable control. Customer represents that it has the authority to enter this Agreement. ST may assign this Agreement and its rights under this Agreement to any parent, subsidiary, or affiliate. Customer may assign this Agreement upon ST's prior written consent, which shall not be unreasonably withheld.

11. **NOTICE.** Any notice or communications between the parties shall be in writing and forwarded to the respective address shown on the front of this agreement. Such properly addressed and postage prepaid notices shall be deemed given when deposited in the United States mail. No provision of this Agreement shall be considered modified by either party unless the modification is made in writing and signed by both parties.

This Agreement and its Schedule(s), if any, and Attachments shall be governed by the laws of the State of Delaware and constitutes the entire Service Agreement. The terms and conditions of this Agreement shall apply, notwithstanding any difference in the terms and conditions of any order or other document submitted by Customer or ST.