

Cranel, Incorporated Master Service Agreement – Hardware

This Master Service Agreement (the "Agreement") is made by and between Cranel, Incorporated ("Cranel") and the customer ("Customer") identified below and is effective on the date written below. This Agreement describes the terms and conditions upon which Cranel shall provide services to Customer in connection with certain equipment specified by Customer (the "Equipment"), which is described on the quotation or schedule (the "Attachment") which is part of this Agreement and is incorporated herein by reference. If mutually agreed by the parties, Cranel may from time to time perform additional services for Customer, which shall be evidenced in one or more additional quotations or attachments appended hereto.

A. Onsite Maintenance Service. Cranel shall provide services in response to Customer's call to the Cranel Customer Support Center, pursuant to the following terms and conditions for the service level specified:

- 1. Next-Day Service:** Cranel shall respond by the end of the first business day following the business day on which Customer's call is received. Calls received by 5:00 p.m. local time of the equipment location specified shall be deemed to have been made on the next business day.
- 2. Same-Day Service:** Cranel shall respond during the same business day on which Customer's call is received, provided that Customer's call is received prior to 1:00 p.m. local time of the equipment location. For calls received after 1:00 p.m. local time of the equipment location, Cranel shall respond no later than 12:00 p.m. of the next business day.
- 3. 7 x 24 Service:** Cranel shall respond within four (4) hours following the Customer's call to the Cranel Customer Support Center or to a subcontractor location agreed upon by the parties.
- The response times and service hours described above are the minimum times applicable to all products. Service hours may be extended depending on the make and location of the equipment.
- As used herein, "Cranel shall respond" shall mean the commencement of diagnosis, problem resolution, maintenance or repair services, whether onsite or remote. Cranel makes no representations of warranties regarding the time required to complete the services.

B. Advance Exchange Service. If the Advance Exchange Service is specified, Cranel shall ship a replacement unit to Customer pursuant to the following terms and conditions:

- Customer shall notify Cranel of equipment failure by calling the Cranel Customer Support Center on business days between 8:00 a.m. and 5:00 p.m. local time of the equipment location. If Customer's call is received by Cranel before 4:00 p.m. EST/EDT, Cranel shall ship a replacement unit to Customer on the same day. For calls received by Cranel after 4:00 p.m. EST/EDT, Cranel shall ship a replacement unit to Customer on the next business day. The replacement unit shall be of similar function to the equipment, and the replacement shall perform pursuant to manufacturer's specifications.
- Customer shall have five (5) business days from receipt of replacement unit to return the defective unit to Cranel. In the event the defective unit is not received by Cranel within five (5) business days of Customer's receipt of the replacement unit, Customer agrees to pay the replacement cost of a new product of similar make.
- In the event Cranel determines that Customer's unit is not defective, Customer agrees to pay Cranel's then current "No Trouble Found" charge for that unit, in addition to any maintenance fees under this Agreement.
- For any shipment of a replacement unit to Customer, Cranel shall pay all freight expenses, obtain adequate freight insurance, and shall bear the risk of loss during shipment. For any shipment of a defective unit to Cranel, Customer shall pay all freight expenses, obtain adequate insurance for replacement cost, and shall bear the risk of loss during shipment.

C. Additional Hardware Terms and Conditions.

- 1. Definitions.** As used herein, business day shall mean 8:00 a.m. through 5:00 p.m. of the equipment location, Monday through Friday, excluding certain nationally observed holidays. Holiday schedules vary according to manufacturer and Cranel's subcontractors. A holiday list for each make of equipment is available from Cranel or at Cranel's web site, www.cranel.com.
- 2. Services Included.** Services provided by Cranel pursuant to this Agreement include only those services required to restore the equipment to satisfactory operating condition, including, but not limited to, the repair or replacement of parts and components determined to be defective.
- 3. Services Excluded.** The services described herein do not include any of the following: i) the replacement of any "consumable" parts or components; ii) onsite services which are unnecessary because the equipment is functioning properly; iii) service of equipment which has been subject to alteration, modification, relocation, misuse, negligence, accident, or operation contrary to printed instructions, manufacturer's specifications or duty cycles; iv) services performed at the request of Customer at times or locations other than those specified by Customer; v) software support, system administration, engineering or programming services of any kind; vi) electrical services external to the equipment; or vii) services relating to the Year 2000 compliance of any product. In the event Cranel provides services of a type described in this section, Customer agrees to pay for such services at Cranel's then current rates for parts, labor and expenses, in addition to any maintenance fees under this Agreement.
- 4. Term of Agreement.** The minimum maintenance term applicable to each unit of equipment is one (1) year, unless a different term is specified in the quotation, commencing on the effective date in Cranel's Service Agreement Confirmation notice to Customer. Prior to the end of the maintenance term for each unit of equipment, the parties may agree to an annual renewal of this Agreement for such unit, which renewal may include changes to the terms and conditions of this Agreement, the service charges, or the units of equipment covered.

5. Customer Warranties. Customer represents that all equipment information (including make, model, serial number and location) contained in the quotation or other attachments hereto is true and accurate. Customer shall provide Cranel written notice thirty (30) days in advance of: i) any proposed modification or alteration to equipment or ii) any change in the location specified. Customer represents and warrants that the equipment has been at all times operated under site conditions, within the environmental range, and within the duty cycles specified by its manufacturer.

6. Cranel Warranties. Cranel warrants that all services provided under this Agreement shall be performed in a workmanlike manner in accordance with accepted industry standards. Other than this warranty, Cranel makes no warranty, express or implied, whether statutory or otherwise, including without limitation, any implied warranty of merchantability or fitness for a particular purpose or intended use, or Year 2000 compliance.

7. Limitation of Remedies and Liability. Cranel shall not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. For any material breach of this Agreement by Cranel, Customer's remedy and Cranel's liability shall be limited to a refund of related service charges paid during the period of breach, up to a maximum of twelve (12) months. The remedies provided herein are Customer's sole and exclusive remedies. In no event will Cranel or its subcontractors be liable for special, punitive, incidental, or consequential damages, whether based in contract, tort, or otherwise, including, without limitation, claims for loss or corruption of data or lost profit, even if they had been previously advised of the possibility of such damage.

8. Payment. Payment is due from Customer within thirty (30) days of Cranel's invoice. Cranel may assess finance charges and/or terminate this Agreement if Customer fails to pay charges due within thirty days of invoice. Customer shall pay any and all sales and/or use tax liabilities which may become due in connection with this Agreement.

9. Termination. Either party may terminate this Agreement upon forty-five (45) days prior written notice to the other party. In the event of such termination by Customer, Cranel shall refund to Customer a pro-rated portion of the maintenance fees paid for the unexpired portion of the maintenance term, provided that the refund shall not exceed seventy-five percent (75%) of the total maintenance fees for that term.

10. Miscellaneous.

a. This Agreement, together with all attachments included herein by reference, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, conversations and other communications between the parties. This Agreement may be modified only in a writing signed by Cranel and Customer which explicitly states an intention to modify this Agreement. The terms and conditions of the Agreement take precedence over any contrary terms contained in any invoice, purchase order or other document exchanged by the parties in connection with this Agreement.

b. If any term of this Agreement is held to be invalid, the remainder of this Agreement will remain in full force and effect.

c. This Agreement shall be considered performed in Ohio, and all questions regarding its validity, intention, meaning or any modifications of it shall be construed and resolved under the laws of the State of Ohio.

d. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party; provided, however, that Cranel may delegate responsibilities to one or more subcontractors for the purpose of providing maintenance services hereunder. In the event of such a subcontract, all references to Cranel in this Agreement shall, where appropriate, include Cranel's subcontractor(s).

e. This Agreement, and any renewals or modifications hereof, may be signed and delivered by facsimile or e-mail transmission, which delivery shall have the same force and effect as delivery of original signatures.

f. Unless Cranel notifies Customer in writing otherwise, all notices to Cranel shall be sent to Cranel, Incorporated, Contracts Administrator, 8999 Gemini Parkway, Columbus, OH 43240.

Accepted by and behalf of:

Customer: _____ Date: _____

By: _____

Print Name: _____ Title: _____

Accepted by and on behalf of CRANEL, INCORPORATED Date: _____

By: _____

Print Name: _____ Title: _____