

LSS DIGITAL SPECIAL TERMS AND CONDITIONS OF MAINTENANCE AGREEMENT

LSS Digital Standard Terms & Conditions apply. Maintenance Agreements are subject to these Special Terms & Conditions:

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Equipment" means the products, owned or leased by Buyer, which Seller has agreed to support via Maintenance Services under the Maintenance Agreement.

"Maintenance Agreement" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Preventative and/or Remedial Maintenance Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Maintenance Agreement.

"Preventative Maintenance Services" means periodically pre-planned service of the Equipment, as further defined in Section 3.

"Remedial Maintenance Services" means reactive service in the event the Equipment has become inoperable, as further defined in Section 4.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these "Special Terms and Conditions for Maintenance Agreement", together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Service Availability

The basic maintenance charge entitles Buyer to Preventive Maintenance Service and Remedial Maintenance Service at Buyer's location if it is within Seller, herein after referred to as Seller, normal service area, between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Seller holidays.

When requested, Seller will use its best efforts to provide service outside the contracted period of maintenance or outside the Seller normal service area. This service, when available, will be furnished at prevailing Seller rates.

3. Preventive Maintenance

Seller personnel shall provide service at the scheduled frequency to ensure Equipment is in good operating condition. These actions shall include cleaning, inspecting adjustments, repair or replacement of parts, lubrication and verifying of operation. Preventive Maintenance may be scheduled or performed concurrently with Remedial Maintenance.

4. Remedial Maintenance

When Equipment has become inoperative, Seller personnel will make every reasonable effort to respond within one workday after, and no greater than 3 workdays after Buyer has requested service and to restore Equipment performance to proper specifications.

5. Labor Only

Replacement of parts necessary to restore Equipment performance is excluded in the basic maintenance charge. Such replacement of parts will be invoiced to Buyer at Seller's current parts price.

In providing maintenance service, Seller personnel, at their discretion, may use new or rebuilt parts or exchangeable assemblies of equal or improved quality. All exchangeable assemblies that have been replaced become the property of Seller.

Replacement warranty parts as provided by the manufacture for the first 12 months following installation will be provided at no additional cost to Buyer.

6. Limitations

Seller shall be under no obligation under this agreement to provide free services for de-installation of Equipment, moving of Equipment, or assist in moving Equipment and may charge for parts and service rendered if the Equipment has been damaged, abused, or misused through no fault of Seller; or if unauthorized attempts to modify, repair, or service the Equipment have impaired the performance of the Equipment or made service more difficult. Nor shall LSS Digital be under obligation to provide parts, supplies, training, IT services, whether on-site or off-site.

Seller shall be under no obligation to furnish maintenance to correct Equipment problems incurred from the use of non-prescribed attachments, accessories, supplies or substandard supplies. Charges to Buyer may be incurred in these circumstances.

Seller shall be under no obligation to provide maintenance to attachments, accessories, or machines that do not appear on the Equipment list of this agreement.

7. Employee Assignment

Seller reserves the right to determine the assignment of its employees in the performance of this Maintenance Agreement.

8. Multiple Shift Operations

Equipment used in multiple shift operations, that is Equipment operated more than eight hours per day, shall be assessed a surcharge to be negotiated between Seller and the Buyer.

9. Movement of Equipment

The availability and the charges for maintenance are subject to change if the Equipment is moved to a new location that is beyond Seller's normal service area.

Upon request, Seller, at its discretion, will assist in removing, crating, relocating, and re-installing the Equipment. Charges for such services and any materials required will be billed to the Buyer at prevailing standard Seller rates.

10. Taxes

Texas State Sales Tax will be imposed on the services performed or materials supplied and shall be added to the charges stated herein and shall be paid by the Buyer.

11. Payment

Payment for maintenance charges, parts, or services provided outside the contracted coverage, and the applicable taxes, shall be made within thirty (30) days from the date of invoice and prior to the commencement of the Maintenance Agreement, unless otherwise specified.

12. Termination

Termination of this Maintenance Agreement is permitted by either party upon thirty 30-day prior written notice. A pro rata amount of the pre-payment, based upon the number of scheduled service calls not performed, will be refunded to Buyer upon termination.

13. Responsibility of Buyer

Buyer shall provide Seller personnel access to its site and to Equipment when required, within normal business hours, for Remedial Maintenance Service or Preventative Maintenance Service. Buyer shall cooperate with Seller personnel so that maintenance can be scheduled and performed efficiently and without interruptions.

Buyer shall assume responsibility of all operational maintenance duties, as outlined in Equipment Operators Manual, to keep Equipment in good operating condition between Preventive Maintenance or Remedial Maintenance services.

14. Governing Law

This agreement shall be interpreted in accordance with the laws of the State of Texas.

15. Consequential Damages

Seller shall not be liable for interruption of Buyer's business or for loss of profit by Buyer. Customer agrees to indemnify and hold Seller harmless from all claims related to Customer's interruption of business or lost profits.

16. Regulations at Buyer Facility

In the performance of maintenance work under this agreement at Buyer's facility, Seller personnel shall comply with all reasonable laws, regulations, and procedures in effect at such facility.

17. Assignment

This Maintenance Agreement constitutes the entire agreement between the parties.

Buyer shall not assign this Maintenance Agreement or any of its rights without prior written approval from Seller. Notwithstanding anything contained herein, either party may assign this Agreement without obtaining consent, in whole or in part, to any parent, subsidiary, or affiliate company, or to a successor organization pursuant to a sale, merger, or reorganization.