

## Extended Warranty and Service Agreement - Terms and Conditions

Agreement Number: \_\_\_\_\_

InnoSys products are covered by a one year Warranty and Service Agreement (the "Limited Warranty and Service Agreement"). An obligatory Warranty and Service Agreement (the "Extended Warranty and Service Agreement") provides coverage for your INSCC-QP synchronous communications board and IATE™ software. The Extended Warranty and Service Agreement also entitles you to receive any software and documentation updates which InnoSys may publish during the term of the Extended Warranty and Service Agreement.

In addition, under the Extended Warranty and Service Agreement, InnoSys agrees to provide parts and labor necessary to repair the INSCC-QP Board listed in Schedule A (if applicable): Covered Equipment, and to restore it to proper operating order, upon the following terms and conditions.

### I. Purchase and Term of Agreement

Extended Warranty and Service Agreement coverage may be contracted for in a single Agreement or in a series of Agreements. In any event, each Extended Warranty and Service Agreement must be purchased prior to the expiration of a previous Warranty term.

The term of an Agreement shall not begin until the day following the expiration of the existing Limited Warranty and Service Agreement or Extended Warranty and Service Agreement term. The beginning date and ending date are specified in Schedule B: Term.

All charges for coverage shall be due and payable as of the date of this Agreement and shall be non-refundable once paid. A 20% late fee applies to payments made after previous coverage has expired. Charges are specified in Schedule C: Fees. The annual cost of this Extended Warranty and Service Agreement is 15% of the price paid for the product(s). The 15% gives you 20 hours of telephone and /or email support per year. If you need more than 20 hours of support in a year, they may be purchased for \$250 per hour.

### II. Services Provided

InnoSys will provide extensive documentation, but cannot promise that it will cover every eventuality.

Deliver software as is, with no promises of adding further functionality. We are certainly willing to explore adding functionality (an example of this would be ATB printing for a particular host), but will require that the customer obtain all specification documentation from the host, as well as arrange for a contact person at the host and arrange for access to testing facilities and support for testing. We can in no way guarantee that we will be successful, and may need to charge for work done beyond the scope of what is basically already included in the product.

Provide examples of configuration files for most host types, either in the form of test files or in the form of files generated by one of the supplied configuration utilities.

In order to assist our customers with various host related issues, we will request that log/trace files be provided by the customer in a timely manner.

Expect our customers to be familiar with, and able to operate, their specific OS.

Provide on site assistance or dial-in assistance (we will dial into their system via a modem, or connect via pcAnywhere™ or an equivalent) with initial set-up and configuration, but only at additional cost. We expect the customer to have obtained accurate information about the type of connection

(TCP/ALC/X.25) and about the configuration and characteristics of their line(s) prior to contacting us for configuration/start-up assistance.

Except as otherwise set forth in this Agreement, InnoSys agrees to provide the maintenance and repair required as a result of defects in materials or workmanship, including all parts and labor, that InnoSys deems necessary and appropriate to restore failed Covered Board to proper working condition. You may obtain support during InnoSys normal business hours: 9 a.m. to 5 p.m. Pacific Time, Monday through Friday, holidays excluded. InnoSys agrees to have a qualified technician look at your problem as soon as possible, but in no case more than 8 business hours of the time we receive your request.

InnoSys also agrees to provide you with a master copy of each software and documentation update which it may publish during the term of the Agreement. You may duplicate the master copy as needed to update your installed base of software and documentation.

### III. Services Excluded

Coverage under this Agreement will not include:

- Management of the customer's CRS/GDS relationship. It is up to the customer to obtain from the host the necessary configuration parameters (IP addresses, GTIDs, IAs, TAs, etc., both for gateway configuration and printer configuration).
- Hardware (other than our card and cable, if applicable).
- Assistance in setting up hardware or in configuring your network. We assume that your network is up and running, and in the case of IP host connectivity, that the host IP traffic is available on your network.
- OS troubleshooting.
- Depot inspection and testing by InnoSys resulting in "no trouble found". InnoSys will charge you a fee as specified in Schedule C for any such occurrence.
- Repair, maintenance, and adjustment to the Covered Board required for reasons of neglect, misuse, accident, modification without InnoSys' prior written approval, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, or acts of God.
- Service necessary to modify the Covered Board so that it may be used with computers introduced after the date on which the Covered Board was purchased.
- Service necessary to comply with requirements or regulations of any government body or agency arising after the date on which the Covered Board was purchased; or if the serial number of the Board has been tampered with or removed.

### IV. Obtaining Service

In order to obtain service, call the company identified in Schedule D (the "Service Provider"). Inform the Service Provider of your Extended Warranty and Service Agreement Number. Service Provider will confirm your address and ship a replacement board to you for delivery on the next business day. Delivery may take longer outside the continental United States. Send the Covered Board to the Service Provider using materials shipped to you with the replacement board.

InnoSys may choose to repair the Covered Board or to simply replace it. If repair is chosen, the Covered Board will be shipped to you once repair has

occurred. Upon receipt of the repaired Covered Board, you will return the replacement board to the Service Provider.

V. Limitation of Liability

InnoSys may permanently replace the Covered Board in whole or in part with comparable equipment and may use remanufactured and refurbished parts and modules in performing service. Replacement parts and modules shall become your property; the replaced parts shall become the property of InnoSys. InnoSys shall have no obligation to return replaced parts.

InnoSys' maximum liability under this Agreement shall be limited to the replacement of the Covered Board with comparable equipment.

This is a service contract. InnoSys shall have no liability or responsibility to you or any other person or entity with respect to any liability, loss, or damage caused directly or indirectly by InnoSys equipment or programs sold or provided by InnoSys, InnoSys replacement parts or units, or service provided by InnoSys including but not limited to any interruption of service, loss of business or anticipatory profits, or consequential damages resulting from the use or operation of the equipment. In no event shall InnoSys be liable for loss of profits or any indirect, special or consequential damages arising out of any breach of this Agreement.

VI. General

You may transfer this Agreement along with your Covered Board. Contact InnoSys with new owner information. InnoSys may subcontract performance of its obligations under this Agreement to third parties, but shall not be relieved of its responsibilities thereby.

The terms and conditions of this Agreement shall prevail over any conflicting, additional, or other terms of any purchase order or other document you submit.

This Agreement is governed by the laws of the State of California, United States of America.

I have read, understand and agree to the Extended Warranty and Service Agreement terms and conditions as specified herein:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by Service Provider: \_\_\_\_\_

Accepted By InnoSys: \_\_\_\_\_

Schedule A: Covered Equipment

INSCC card serial number \_\_\_\_\_

Location of Equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Schedule B: Term

Beginning date: \_\_\_\_\_

Ending date: \_\_\_\_\_

Schedule C: Fees

Annual Fee: \_\_\_\_\_

No Trouble Found Fee: \$100.00

Schedule D: Service Provider

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_