

TERMS AND CONDITIONS

TEMA Solutions, Inc. (TEMA) and the Customer agree that the following terms and conditions will apply to any Customer order accepted by TEMA to provide maintenance service under this Agreement for TEMA Equipment located within the United States. Individual items of Equipment listed herein become subject to this Agreement on the date requested by the Customer if agreed to by TEMA.

1. MAINTENANCE SERVICE

TEMA agrees to provide the maintenance service to keep the Equipment in, or restore the Equipment to, good working order. Maintenance service includes lubrication repair and/or replacement of maintenance parts as deemed necessary by TEMA. Maintenance parts which may be refurbished parts, will be furnished on an exchange basis and the replaced parts become the property of TEMA.

The customer agrees to provide a suitable environment for the Equipment specified by TEMA, and to provide TEMA full, free and safe access to the Equipment to provide maintenance service. The Customer is responsible to implement appropriate safeguards for Customer's data.

2. EQUIPMENT CONDITION

Prior to the effective date of this agreement, all Equipment must be in proper working condition. Equipment may be subject to inspection at current on-site inspection rates by TEMA, if necessary. TEMA will advise the Customer if remedial repairs are required and shall provide a cost estimate of said repairs at current parts and labor rates where applicable. Required parts must be completed prior to entering into a TEMA Maintenance Agreement.

3. SERVICE PLANS

3.1) ON-SITE SERVICE includes (1) pre-scheduled preventative maintenance service calls based on the specific need of individual Equipment as determined by TEMA and (2) On-Call remedial maintenance as required at Customers' facility.

3.2) DEPOT SERVICE includes remedial maintenance of Equipment delivered to a TEMA Depot, in the original container or an equivalent, based on specific needs of Equipment as determined by TEMA. Customer shall contact the TEMA Depot to request a Return Authorization Number prior to delivery of equipment to the TEMA Depot. Following any necessary repairs, TEMA will return the equipment to the customers location located within the United States, shipping cost prepaid.

4. RESPONSE TIME

For service plans designated as On-Site Service, RESPONSE TIME is defined as the period between the time the Customer's call for assistance is received, and the time when a service representative arrives at the Customer site to begin repairs and/or at TEMA discretion, provide an exchange.

For service programs designated as Depot Service, RESPONSE TIME is defined as the period between the time the Product is received at the depot and the time when it is shipped from the depot. Transportation time to and from the Depot is additional.

5. PERIODS OF MAINTENANCE SERVICE

The period of Maintenance Service for TEMA On-Site Service is from 8 a.m. to 5 p.m. local time, Monday through Friday excluding TEMA holidays, unless otherwise designated by TEMA. For certain service programs designated by TEMA, the Customer may select Optional Periods of Maintenance Service. The Optional Period of Maintenance for Monday through Friday must include the Base Period of Maintenance Service and must be the same consecutive hours each day. The Optional Period of Maintenance Service on Saturday or Sunday must be the same consecutive hours on all Saturdays or Sundays, respectively. Subsequent to the date the Equipment becomes subject to this agreement, the Customer may select or change Optional Period of Maintenance, if available, to be effective upon 30 days notice to TEMA.

The Period of Maintenance Service for Depot Service is the normal business hours of the applicable Service Depot.

6. ENGINEERING CHANGES

Engineering changes for Equipment determined applicable by TEMA, will be controlled and installed as specified by TEMA, under this agreement. However the Customer may, by providing written notice elect to have mandatory changes installed on Equipment, subject to availability.

7. WITHDRAWAL/TERMINATION

The Customer may withdraw any or all Equipment from this Agreement upon one month's written notice to TEMA a) after the Equipment has been under this Agreement for at least six months, or b) after the Equipment has been under this Agreement for at least one month and has been removed from the Customer's location. TEMA may withdraw Equipment from this Agreement upon one month's written notice to the Customer, following any repetition of the need for additional repair of the Equipment due to causes described in paragraphs 7 (a) or 7 (c) of section 11, entitled "Exclusions."

Either the Customer or TEMA may withdraw Equipment or terminate the Agreement at any time by written notice, for failure of the other party to comply with any of its terms and conditions.

8. PAYMENT

The maintenance charges described in this Agreement will be invoiced in advance. Payment will be made within 30 days at the date of the invoice.

9. TAXES

In addition to the charges due under this agreement, the Customer agrees to pay an amount equal to any sales or service taxes, if any, resulting from this Agreement or any activities hereunder, except for taxes based upon TEMA net income.

10. RISK OF LOSS OR DAMAGE

The Customer agrees that the Customer is responsible for risk of loss or damaged to Equipment during the period the Equipment is in transit to and from TEMA except for loss or damage caused by TEMA negligence. However, TEMA is responsible for risk of loss of or damage to Equipment owned by anyone other than TEMA while in the possession of TEMA.

11. EXCLUSIONS

Services provided by TEMA under this agreement do not include 1) replacement of worn Thermal Printheads; 2) furnishing supplies, painting or refinishing the Equipment or furnishing material therefore; 3) electrical work external to the Equipment 4) installation, maintenance or removable of alteration, attachments or other devices not furnished by TEMA; 5) such service which is impractical for TEMA to render because of alteration in, or attachments to the Equipment; 6) services for accessories, or 7) repair of Equipment damage, replacement of maintenance parts or increase in service time caused by: a) neglect, misuse, including use of Equipment for purposes other than for which designed; b) transportation, vandalism, or burglary of the Equipment, accident or disaster, including water, wind and lightning, or c) alterations, including any deviation from TEMA Equipment design or purposes other than for which designed.

12. DISCLAIMER AND LIMITATION OF LIABILITY

TEMA will in no event be liable for lost profits, lost savings or other consequential or incidental damages even if TEMA has been advised of the possibility of such damages, or for any claim against the Customer by any other party.

TEMA is relieved of responsibility for all loss of data contained in, dispensed by or associated with any items of Equipment.

THIS IS SERVICE AGREEMENT. THIS AGREEMENT DOES NOT CONTAIN OR OFFER ANY WARRANTIES BY TEMA, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. GENERAL

Service provided under this agreement does not assure uninterrupted operation of Equipment. Failure or delay by TEMA in rendering of services due to government order or other requirements, war, civil insurrection, riot, labor or transportation, strike, flood, fire, earthquake, volcanic eruption or act of God; shortages of materials or energy or any other causes beyond the reasonable control of TEMA shall not be deemed in breach of the Agreement, and the service period shall not be deemed in breach of this Agreement, and the service period shall be extended by the length of the delay.

Customer shall not assign this agreement or any obligations or rights hereunder without express written consent of TEMA.

TEMA may, upon 12 months written notice to the Customer, modify the terms and conditions of this Agreement.

This Agreement contains the entire Agreement between the parties, and no modification or waiver of any of the provisions, or any future representation, promise, or addition shall be binding upon the parties unless agreed to in writing. The mere acknowledgment or acceptance of any order with provisions that are ambiguous, in addition to or inconsistent with the terms of this Agreement, or the providing of maintenance service pursuant thereto shall not be deemed as acceptance or approval of such ambiguous, additional or inconsistent provision of such order.

The Customer represents that the Customer is either the owner of the Equipment under this Agreement or authorized by the owner to include such Equipment under this Agreement.

14. GOVERNING LAW

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the Commonwealth of Massachusetts.