

1. **Term of Agreement**

This agreement shall commence on the effective date on the face hereof and shall remain in effect as otherwise provided for a period of 12 months. This agreement shall continue for additional terms of 12 months each after the expiration of the initial term unless terminated by either party upon 90 days prior written notice.

2. **Charges**

The charges set forth on the face hereof are those in effect on the date of this agreement. These charges are subject to change upon 90 days prior written notice to customer, provided however that if the charges are increased the customer may on the effective date of such increase terminate this agreement or withdraw from service any item of equipment thereby affected, otherwise, the new charge shall become effective on the date specified in the notice. The charges set forth on the face hereof shall entitle the customer to on call maintenance service for the indicated equipment on the days and for the times specified. Maintenance service required by the customer outside of normal service hours and outside extended service hours if any will be rendered on an on call basis at the standard rates then in effect for such service. In the event that the customer directs MEI to maintain at a location over 30 miles from the nearest MEI office, surcharges as listed on the face hereof will apply in addition to the other charges. The total maintenance charges shall be billed quarterly, in advance, commencing with the effective date and shall be due and payable upon receipt by customer of the invoice. Charges for partial months service will be prorated on the basis of a 30 day month. Any charges hereunder other than monthly maintenance specified on the face hereof will be invoiced to customer by the first of each month after the same have been incurred and will be payable upon net receipt by customer of the invoice. Any taxes however designated arising from or based on the aforementioned charges or upon this agreement shall be added to such charges and paid by customer exclusive however of any taxes based on net income. The customer is obligated to make payments as provided herein independent and separate from all other obligations under this agreement or any other agreement between MEI or its parents or affiliated companies and the customer.

3. **Maintenance Service**

MEI agrees to keep the equipment in good operating condition and to provide such preventive maintenance as recommended by the manufacturer of each item of equipment and which MEI in its sole discretion shall deem to be necessary or advisable, during the service hours as specified herein. Preventive maintenance may include lubrication, adjustments and replacements of maintenance parts as deemed necessary. Customer agrees that MEI may schedule the service hours for preventive maintenance during MEI normal service hours, as specified herein. MEI will also provide unscheduled on call remedial maintenance. This will include diagnosis of problems, repair or replacement of parts and replacement of items of equipment on a loan basis where possible. Maintenance parts, which will be new or reconditioned to perform as new, will be furnished on an exchange basis and the exchange parts will become the property of MEI. Items of equipment loaned to customer may be re-exchanged when the original item of equipment is repaired. Maintenance service provided under this agreement does not assure uninterrupted operation of the equipment. Service parts required for the equipment as the result of other than normal use, excessive wear or modifications performed by persons not authorized by MEI are not included hereunder and shall be charged to the customer at the then prevailing rates on the dates that site services or repairs are performed. MEI will in addition provide maintenance services at times other than the service hours specified on the face of this agreement when able to do so at the then prevailing hourly on call rates. MEI representatives shall have full and free access to the equipment consistent with the customer's internal security regulations in order to effect the necessary adjustments and repairs. If the equipment requires installation, the customer agrees to have the site prepared at its expense in accordance with MEI specifications including providing necessary power and utility sources for the equipment prior to the date specified by the customer for equipment installation. In the event computer time is required for servicing and testing equipment which is operable and on-line, computer time will be made available to MEI by the customer without charge during normal service hours. Upon customer's written request, rendition of services outside the scope of maintenance service as defined herein will be within the discretion of MEI and if performed will be at the applicable on call rates and terms then in effect.

4. **Additional Changes In Equipment**

Changes in machine specifications, attachments or features made at the customer's request may result in an adjustment of the monthly maintenance charge as listed on the face hereof. Additional items of equipment will be made subject to this agreement upon execution by a representative of the customer and acceptance by MEI of a customer's purchase order and an addendum to the agreement. The customer's purchase order and the addendum must state the location, the items of equipment including type, model, serial number, periods of maintenance service requested, the effective date of commitment of maintenance service available and the charges therefore. MEI will control and install all engineering changes as recommended by the manufacturer of the equipment which its engineering staff deems necessary on equipment covered by this agreement unless otherwise requested by the customer. There will be no charges for engineering changes. MEI will control and install without charge all safety related changes it deems necessary. If the customer refuses to permit installation of safety changes or removes safety changes already installed, MEI may discontinue providing maintenance service until the hazard has been corrected. The discontinuance of maintenance service under this provision will in no way relieve the customer of any financial obligations under this agreement. If the customer requests installation of engineering or safety changes at times other than normal working hours, MEI reserves the right to charge for this service at the applicable on call rates and terms then in effect.

5. **Exclusions**

The obligations of MEI under this agreement specifically exclude the following: A) Electrical work external to the equipment. B) Maintenance or addition of accessories, attachments, machines, features or any other devices other than those listed on the face hereof. C) Furnishing supplies or accessories for the equipment or refinishing the equipment or furnishing any material therefore. D) Repair of damages resulting from neglect or misuse by the customer or from causes external to the equipment or from maintenance of modifications performed by persons not authorized by MEI or from use beyond normal service life or from any cause other than ordinary and intended use. E) Repair of damaged or increase in service time resulting from any external cause including but not limited to transportation, fire, flood, water, wind, lightning, or any act of war or insurrection. F) Services which MEI deems to be technically impractical for its representatives to render because of alteration in the equipment or their connection by mechanical or electrical means to another machine or device without the prior written consent of MEI. G) Making specifications changes or performing services in connection with the relocation of equipment or the addition or removal of attachments, features or other devices to or from the equipment. H) Repair of damages or increase of service time resulting from failure to provide a suitable installation environment including but not limited to failure of or failure to provide adequate electrical power, air conditioning, humidity control, or from the use of supplies or materials not meeting the manufacturer's specifications. I) Service on any machines or equipment which are moved from the particular installation site set forth on the face hereof, without the express prior written consent of MEI.

6. **Maintenance Service Availability**

The minimum monthly maintenance charge described on the face hereof entitles the customer to weekday maintenance service availability during the period between the hours of 9 AM and 5 PM daily, Monday thru Friday except holidays. If the customer requests unscheduled remedial maintenance to be performed at a time which is outside the period of maintenance service availability the service will be furnished at the standard hourly rates and terms then in effect and travel time and expenses will be billable with a minimum charge for two hours plus travel time for services rendered. The customer may elect for an additional charge, additional periods of maintenance service availability as shown on the face hereof. All equipment located at a single location must have common periods of maintenance service availability. Scheduled preventive maintenance will be performed during the hours of normal maintenance service availability. If the customer requests preventive maintenance at times outside the normal working hours, the on call rates and terms then in effect will apply subject to a two hour minimum plus travel time.

7. **Disclaimers And Customers Responsibilities**

MEI's obligations under this agreement are in lieu of all warranties, express or implied. MEI will not be liable for specific, indirect, or consequential damages arising out of in connection with the furnishing or performance of maintenance service hereunder. The customer agrees that MEI will not be liable even if MEI had been advised of the possibility of such damages. No actions regardless of form arising out of this agreement or services hereunder may be brought by either party more than one year after the cause of action has occurred except that an action for non-payment may be brought within one year of the date of last payment. It is the responsibility of the customer to insure that all of the customer's files are adequately duplicated and documented. MEI will not be responsible for customer's failure to do so nor for the cost of reconstructing data stored on disc files, tapes, cartridges or memories of any kind lost during the performance of maintenance service. The customer will provide MEI with full and free access to the equipment and safe place to perform necessary maintenance service. Customer must have available adequate lighting and a minimum of two 115-volt electrical outlets within 10 feet of the equipment.

8. **Travel Services**

Travel expenses of MEI service engineers will be charged to the customer as follows: A) If the customer is located 30 miles or more from the nearest MEI service facility. B) If the service is performed outside of the normal or extended maintenance service availability hours as noted on the face hereof. In each instance all travel expenses including but not limited to mileage, tolls, parking, air fare, common carrier fare, etc. will be billed to the customer.

9. **General Provisions**

The customer acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, the customer acknowledges that this agreement is the complete exclusive and entire understanding between the parties with respect to the subject contained in this agreement. There are no understandings, agreements, representations or warranties expressed or implied not specified herein. This agreement supersedes all proposals or prior written or oral agreements and all of the prior communications between parties relating to the subject matter of this agreement. In the event that any of the terms and conditions of any purchase order or instruments issued by the customer in connection with this agreement which are in addition to or inconsistent with the terms and conditions of this agreement, such terms shall not be binding upon MEI and shall not apply to this agreement. No modification of this agreement shall be valid unless such modification is in writing duly signed by an official of MEI and by the customer. B) MEI is not responsible for any delay or failure to render service hereunder due directly or indirectly to Acts of God, labor disputes, shortages of parts, material or labor, transport, civil or military authority of war, insurrections, or causes reasonably beyond its control. C) The customer represents that he is the owner of the equipment subject to this agreement or if not the owner, that he has written authority to enter this agreement. D) Without the prior written consent of MEI, the customer shall not assign or transfer this agreement. This agreement shall be binding upon and inure to the benefits of the parties hereto, any of their parents or subsidiaries and their respective successors and assigns. In the event the customer assigns this agreement or any portion, the customer shall guarantee payment of all monies due MEI under this agreement as a condition precedent to such assignment. MEI may assign any and all receivable due or to become due hereunder without the prior written consent of the customer. E) Any notices, consents, objections, demands, requests or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be delivered personally or sent by mail to the address of the parties appearing of the face hereof. Notices shall be deemed to be given when received. F) This agreement shall be governed by and construed in accordance with the laws of the state of New York. G) The paragraph headings of this agreement are for convenience only and in no way intended to affect the meaning or interpretation of any provision of this agreement. H) Any provisions in this agreement which are found upon judicial interpretation or instruction to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions herein. I) In the event of litigation or other proceedings to enforce or defend any term or provision of this agreement the losing party shall pay to the prevailing party all costs and expenses of such litigation or proceedings including attorneys fees. J) Any party may terminate this agreement at any time for failure of the other to comply with any of its terms and conditions. MEI reserves the right to terminate maintenance service immediately in the event the customer is in default under this agreement with MEI or with any of its parents or affiliated companies. This agreement will terminate immediately and all charges hereunder shall immediately be due and payable in the event the customer makes an assignment for the benefit of creditors or voluntary or involuntary petition is filed by or against customer under any law for having for its purpose the adjudication of the customer, bankrupt or the reorganization of the customer. K) Customer shall indemnify MEI and hold MEI harmless for any loss, claim, or damage to persons or property arising out of customer's use or possession of the equipment which indemnity shall survive the termination of this agreement provided that such loss, claim or damage was not caused by the fault or negligence of MEI, its employees or representatives.

**MAINTENANCE AGREEMENT**

mei technology consulting, inc.

Maintenance Agreement No. \_\_\_\_\_

Effective Date: \_\_\_\_

Customer Name and Address
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Cust No. _____	System No. _____
Cust. P.O. No. _____	
Miles to Site _____	Travel Expense Extra _____

Equipment Location
Telephone: _____
Contact: _____

Comments
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mei technology consulting, inc. by its acceptance hereof agrees to provide maintenance service for the equipment listed below pursuant to the terms and provisions contained herein.

Manufacturer	Model	Serial No.	Description	Monthly Charge
Total				

Accepted By:

Accepted By:

mei technology consulting, inc.

Customer \_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

The Additional Terms and Provisions Set Forth on the Reverse are a Part of the Agreement