



## **Q-MATIC CORPORATION SUPPORT AND MAINTENANCE AGREEMENT**

For the period indicated, Q-MATIC Corporation will provide the following:

Service visits as necessary to maintain proper system functionality. This assumes that Customer personnel, prior to requesting a service call, have checked all power plugs and system connections and attempted repair with guidance from phone support.

Q-MATIC will be responsible for the replacement of faulty system parts/components via overnight delivery within the continental United States. Due to special handling requirement, shipment of kiosks may take up to four (4) days. Alaska and Hawaii may require extra time. Customer must return faulty units to Q-MATIC Corporation within fifteen (15) days. Q-MATIC Corporation will pay for the return shipping cost of the faulty parts/components returned within fifteen (15) days, by providing an authorized return label. The Customer is to attach the label to the equipment being returned. Outside of the fifteen (15) day return period, the Customer will be billed for the return of said faulty parts/components. Q-MATIC Corporation does not provide any additional warranties, other than the original manufacturer warranty, for televisions and/or plasma displays. Q-MATIC reserves the right to change the list of third party equipment eligible for coverage at any time.

Q-MATIC Corporation's technical support personnel are available to the Customer via phone, fax, and e-mail, Monday through Friday 7:00 a.m. to 8:00 p.m. Eastern Time. We offer unlimited telephone consultation and trouble-shooting during these hours plus pager service for emergencies outside the specified time. When submitting problems or questions to the Q-MATIC technical support team, we ask that the Customer provide a company name, site number, contact name, telephone number and e-mail address. This information assists the Q-MATIC technician in providing the high-quality technical support to which our clients are accustomed.

During the term of this Support and Maintenance agreement, Q-MATIC Corporation agrees to provide both the labor and the material necessary to repair or replace system parts as necessitated by normal usage. Incidents of damage or loss resulting from misuse or perils such as fire, theft, water damage, lightning acts, earthquakes, damage resulting from improper use, or other events outside the control of Q-MATIC Corporation are not covered. Any damage or malfunction caused by the use of non-Q-MATIC supplies, unauthorized or incompatible parts, components, or modifications to the system will cause this Support and Maintenance agreement to become null and void.

Q-MATIC Corporation will be responsible for repairing existing system software should any bugs and/or glitches occur in the software. Operating system upgrades and/or software upgrades are not included in the Support and Maintenance agreement but may be purchased for an additional charge. Customer may request two (2) annual modifications/configuration changes (Appendix A) at no additional cost. Any additional modifications may be purchased for an additional charge. Q-MATIC must be notified before any changes/upgrades are made to the operating system. Upgrades are: a change of software version, adding additional users and/or adding additional features.

Q-MATIC Corporation will provide one (1) remote one-hour refresher training webinar per annual Support and Maintenance term. Led by a member of the training team, topics may include management screen interpretation, review of statistical reports and system backup procedures. Webinars are scheduled upon request and according to instructor availability.

Q-MATIC's liability under this agreement is limited to the repair or replacement of the Q-MATIC product whichever is appropriate. Q-MATIC is not responsible for any loss of profits, loss of use, interruption of business, nor for indirect, special, incidental or consequential damages of any kind whether under this agreement or otherwise.



Service calls under this Support and Maintenance agreement will be made during normal business hours. A verbal purchase order number must be provided by the Customer prior to dispatching service for the above-stated incidents not covered by the Support and Maintenance agreement. Service provided for incidents not covered by this Support and Maintenance agreement will be billed at the rate of \$175 per hour (hours billed = hours spent on site plus travel time) and any additional expenses incurred. Service provided for incidents not covered by this Support and Maintenance agreement and outside normal business hours will be billed at the rate of \$225 per hour, plus any additional expenses incurred. All service repairs performed under this Support and Maintenance agreement will be guaranteed for a period of thirty (30) days.

This Support and Maintenance agreement shall be offered prior to the expiration date and effective for one (1) year (365 consecutive days). However, either party may terminate this agreement, effective upon the delivery of written notice of such termination to the other party. If the other party becomes insolvent or is generally not paying its debts as such debts come due, then Q-MATIC reserves the right to terminate the agreement. Termination of the agreement must be delivered to the other party no less than sixty (60) days prior to the effective date of such termination. In the event of termination of this agreement, Q-MATIC will continue to make available to the Customer, at the going price rate, parts/components, supplies and other materials to keep the Q-MATIC queuing system operational and functioning.

The price in effect for renewals of the Support and Maintenance agreement may not be equal to the preceding year's agreement and may be adjusted to reflect current labor and material costs. By authorizing the purchase of a maintenance agreement, through either a purchase order or a credit card payment, you acknowledge that you have read and agree to be bound by its terms and conditions. You also confirm that the equipment covered by the warranty is presently in use, or could be in use, and is in good working order.

**\*\* APPENDIX A \*\***  
**MODIFICATIONS**

- Category and Button name changes
- Priority changes
- Management screen changes
- Report design changes
- Workstation script changes
- Script changes to include:

Ticket Text	Calendar Text	Q-NET Script
Display Text	Web Text	Card Reader Script
E-Mail Text	Staff Text	System Database Script
Pager Text	Alarm Text	Category Script
Video Text	Voice Text	Multi-Interface Script
Button Script	Information Display Text	