

## **VX 4000 PREMIUM MAINTENANCE CONTRACT**

VXServices, hereby agrees to provide the service specified herein to ("Subscriber") who hereby subscribes to such services, pursuant to the charges, terms and conditions as set forth herein.

### **TERMS**

This agreement shall be in effect for one (1) year. This contract will be automatically renewed for successive periods of one year each at the prevailing rate, subject, however, to the right of either party to terminate the contract at the end of the original or any renewal term by mailing notice to that effect to the last known principal office of the other party at least thirty days prior to the designated termination date. VXServices may terminate this agreement upon fifteen (15) days notice for subscriber's failure to remit timely payments as set forth below.

### **SERVICES PROVIDED**

#### **Hardware Problems**

If subscriber experiences performance problems with the Equipment, subscriber must notify VXServices's Customer Support Department by telephone or fax for verification of the problem(s) and to arrange for service of the equipment. Standard terms are Return to Depot, where subscriber is liable for round trip shipping costs, and VXServices is liable for all parts and labor. Where possible, arrangements may be made to ship replacement parts and installation instructions to subscriber. If a trip to the customer site is required the customer will incur no additional expenses for this trip. This agreement covers the hardware listed herein by serial number.

#### **Software Updates**

VXServices will at its discretion periodically provide software updates at no additional cost to the subscriber. The software updates may include modifications, program enhancements, bug fixes, and new features. This section will not be interpreted to require VXServices to either develop and release updates or customize the updates to satisfy subscriber's particular requirements. The updates will not include any new products which VXServices decides to make generally available as a separately priced option.

#### **Operating System Support**

VXServices will provide the first level of assistance for routine questions about system administration and other operating system issues.

#### **Phone Support**

Phone assistance and support to evaluate and diagnose hardware or software issues will be available from 9:00 a.m. to 5:00 p.m. MST Monday through Friday, excluding holidays.

## **CHARGES**

Subscriber shall pay a one time annual fee for services pursuant to this agreement. Payment is due in advance. Prices are subject to revision by VXServices Corporation upon any and all renewals of this agreement in accordance with the VXServices Corporation maintenance price schedule in effect at the time of such renewals. All applicable taxes, if any, shall be borne by the Subscriber in addition to the annual maintenance charge.

## **LIABILITY**

VXServices shall not be liable for failure to perform its obligations hereunder, and such failure to perform shall not constitute a breach of this agreement, when repair of the equipment is required as a result of accident, misuse, abuse, electric current fluctuations, use of supplies or accessories that do not meet VXServices's standards, fire, flood, or other adverse conditions damaging the Equipment at Subscriber's premises. Additionally, VXServices shall not be liable for delays or failure to perform under this agreement for causes beyond its reasonable control for the period of time that such causes are enduring.

## **INDEMNIFICATION**

Subscriber agrees to indemnify and hold VXServices Corporation, its directors, officers, employees and agents from and against any and all liability, claims, expenses, damages, causes of action, suits or judgments arising out of any actions of Subscriber's employees or agents.

## **UNAUTHORIZED REPAIR**

Subscriber hereby agrees that no unauthorized repairs or attempted repairs of the equipment shall be made by subscriber's employees, agents, or by third parties. In the event that such unauthorized repair or attempts to repair result in service being performed by VXServices representatives which would not have been required in the absence of such unauthorized repairs or attempted repairs, VXServices shall charge subscriber for such additional required service, and subscriber hereby agrees to pay such additional service charges.

## **REPAIR PARTS**

All parts which are removed from the equipment and replaced shall become the property of VXServices.

## **ENTIRE AGREEMENT, APPLICABLE LAW**

This agreement constitutes the entire agreement between VXServices and subscriber, there are not promises or representations other than as above set forth. This agreement may only be modified or amended upon written agreement by the parties, executed by duly authorized officers or agents thereof. The terms and conditions of the agreement are controlling and supersede any inconsistent or different terms contained in any subscriber purchase order.