

LSIZE Wireless Handheld 36-Month Service Agreement

Attached is the Service Offerings and Terms & Conditions for the 36-month Service Agreement that PSION (the manufacturer of the Handheld unit used in LSIZE Wireless) offers under the name of I-SERV.

This service agreement is available through MicroRidge, and we recommend that LSIZE Wireless customers purchase this 36-month service agreement on each of their LSIZE Wireless handheld units. This service agreement is very cost effective vs. the replacement cost for the handheld which is in excess of \$1,600.

Note: If you do not purchase the Service Agreement, the manufacturer's warranty on the handheld is one year for factory defects and 90-day phone tech support. MicroRidge will not handle service or tech calls on the handheld unless the problem is with our LSIZE Mobile software or the Mobile Base wireless board. This will be determined when the handheld unit is sent to MicroRidge for repair.

Highlights of the Service Agreement

- Must be purchased at the same time as the LSIZE Wireless Handheld is purchased. If purchased later, there may be an additional charge by PSION (the manufacturer) on repairs necessitating their inspection of the equipment before a Service Agreement can be purchased.
- This service agreement is for 36 months for a single handheld unit.
- Includes damage, parts, and labor, but does not include the MicroRidge installed wireless board.
- There are limitations on the level of repair that will be performed.
- Repair covers equipment failure and abuse. Abuse covers cracked display and/or housing (plastic).
- Minimum turnaround time MicroRidge-PSION-MicroRidge is 12 days. UPS shipping can be upgraded at customer cost.
- If the Handheld unit does not have to be sent to PSION for repair, and the customer has the Handheld Service Agreement, MicroRidge will give priority to any repairs needed at MicroRidge.
- After receiving the repaired Handheld back from PSION, MicroRidge will: 1) Reinstall the Mobile Base wireless board in the Handheld, 2) Install the LSIZE Mobile software in the Handheld along with the registration number, and 3) Test the Handheld and wireless communications.

Questions? Call us at 541.593.1656 or e-mail support@microridge.com



i-Serv Terms and Conditions

Psion Teklogix hardware support and maintenance services listed in Appendix A ("I-serv Services") are available for Psion Teklogix hardware products and certain third party hardware products ("collectively referred to as "Equipment") and are provided under the following terms and conditions ("I-serv Terms").

1. Contract Formation

- A. All purchases of I-serv Services are governed by these I-serv Terms only, notwithstanding any terms and conditions Customer may provide. Only written amendments, signed by duly authorized representatives of both parties, will be binding.
- B. The I-serv service contract will be in effect for the period of time stated in Psion Teklogix' quotation and is non-cancellable.
- C. Equipment that has not been covered by warranty or a Psion Teklogix maintenance contract for a period in excess of six (6) months may be subject to an inspection fee prior to being covered by an I-serv service contract.
- D. With written notice either Party may delete Equipment that is beyond repair as defined in Section 5, Exclusions, subsection (iv) from an existing I-serv service contract. Psion Teklogix may delete Equipment with written notice from an existing I-serv service contract that cannot be repaired because of parts unavailability. Pre-paid service fees for deleted Equipment will be credited for purchase of future I-serv Services pro-rata for the time left on the I-serv service contract, unless Equipment is deleted by Psion Teklogix because of parts unavailability, in which case the pre-paid service fees will be refunded pro-rata.

2. Provision of I-serv Services

- A. I-serv Services will be provided through Psion Teklogix' designated local repair and support facilities.
- B. Psion Teklogix aims to provide the I-serv Services within the target times given in the I-serv offerings. As product issues vary in severity, all target times given are objectives only and are not guaranteed.
- C. In the event that an employee, third party representative, subcontractor or other appointed representative of Psion Teklogix is required to attend Customer's site in the performance of I-serv Services, such representative shall comply with Customer's reasonable health, safety and security regulations, provided that such are provided in advance to Psion Teklogix.

3. Fees and Payments

- A. The fees for an I-serv service contract shall be paid in full on or before the start date of the I-serv service contract, unless otherwise agreed. Fees for any additions to the supported Equipment list are payable immediately after the addition and shall be invoiced pro-rata until the end of the I-serv service contract. Subject to credit approval, all other fees payable by Customer hereunder shall be paid within thirty (30) days from the date of invoice.
- B. Fees do not include value added, sales, use, customs, tariffs and other similar taxes and duties which will be charged to Customer where applicable.
- C. All payments shall be made in the currency specified in Psion Teklogix' invoice. Without serving a separate note of default to Customer, interest will be charged on late payments at a rate of one and one half percent (1½ %) per month, calculated from the due date until payment in full is received, unless mandatory local law provides otherwise.
- D. Psion Teklogix reserves the right to change these payment terms, suspend or terminate delivery/performance of I-serv Services, if any payment becomes overdue.
- E. Any services requested by Customer which do not fall within the scope of the I-serv Services shall be billed at Psion Teklogix' then current hourly labour rates and parts prices upon completion of such services, plus any applicable shipping charges and reasonable travelling and subsistence expenses.

4. Customer' Responsibilities

Customer shall:

- (i) maintain a current back up copy of all programs and data;
- (ii) provide Psion Teklogix as necessary with (a) remote access to the Equipment, (b) the ability to dial in to Customer's system and/or (c) Customer personal that is capable of working with Psion Teklogix to facilitate diagnosis;
- (iii) obtain a return materials authorisation number (RMA Number) prior to returning Equipment to Psion Teklogix' designated repair facility;
- (iv) return the Equipment to Psion Teklogix' designated repair facility in appropriate packaging, clearly marked with the RMA Number, together with a completed repair form; and
- (v) provide Psion Teklogix' representatives reasonable access to the premises and facilities where the Equipment is located in the event of on-site attendance.

5. Exclusions

The following items are not included in the scope of I-serv Services:

- (i) correcting or maintaining software (except Psion Teklogix operating system and internal firmware);
- (ii) performance of file backup;
- (iii) repair or replacement of consumables or operating supplies such as, but not limited to, ribbons, antennas, batteries, memory cards, straps, cables and holsters;
- (iv) repair or replacement of Equipment that is beyond repair, because at least seventy percent (70%) of its main components need repair; and
- (v) repair of Equipment that cannot be repaired because of parts unavailability.

6. Warranty

- A. Psion Teklogix warrants that:
 - (i) in depot repairs shall be free from defects in material and workmanship for a period of ninety (90) days from the date of shipment (unless modified by mandatory local law); and
 - (ii) I-serv Services will be performed in a professional manner with reasonable skill and care.
- B. Psion Teklogix' sole obligation under this warranty shall be to correct deficient I-serv Services.
- C. This warranty does not extend to any deficiency in the repair that Customer has not reported to Psion Teklogix within ninety (90) days of the date of shipment.

7. Limitation of Liability

- A. OTHER THAN AS SPECIFICALLY EXPRESSED IN THE I-serv Terms, THERE ARE NO OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM TRADE USAGE OR PRACTICE AND, WITHOUT LIMITING THE FOREGOING, THE REPAIRED EQUIPMENT IS NOT WARRANTED TO HAVE UNINTERRUPTED OR ERROR-FREE OPERATION AND NO WARRANTY OF NON-INFRINGEMENT OR FITNESS FOR PURPOSE OR MERCHANTABILITY ARE PROVIDED, AND THEY ARE HEREBY EXPRESSLY DISCLAIMED.
- B. Under no circumstances is Psion Teklogix or its supplier liable for any delay in providing services or for damages of third parties claimed against Customer, harm to Customer's records or data, or special, indirect or consequential damages, including but not limited to lost profits, lost business revenue or failure to realize expected savings, even if Customer informed Psion Teklogix of their possibility. This limitation applies whether Customer is entitled to claim damages from Psion Teklogix as a matter of contract or tort.
- C. Psion Teklogix shall not be liable to Customer for any non-performance caused by contingencies beyond its reasonable control, including, without limitation, fire, strikes, embargoes, labour disputes, transportation delays, shipping or manufacturing stops or delays by third parties, earthquakes, storms, wars, government or state regulations, or acts of God.
- D. Circumstances may arise where Customer is entitled to recover damages from Psion Teklogix. In each such instance, Psion Teklogix' liability shall not exceed the fees paid or due to Psion Teklogix in the twelve (12) months immediately prior to the event that is the subject of the claim, or the fees paid for the specific service giving rise to the claim, as applicable. This limitation is cumulative. The sum of multiple claims may not exceed this limit.

8. General

- A. In the event a Party is in material breach of the I-Serv Terms and fails to cure such breach within thirty (30) days after written notice providing an opportunity to cure, the I-serv service contract may be terminated by the other Party at the end of such notice period.
- B. These I-serv Terms shall be governed by the laws of the country in which the Psion Teklogix entity, that sold the I-serv Services, is located, excluding its conflicts of law provisions. Any disputes shall be settled in the courts of the same location, which shall have jurisdiction. However, Psion Teklogix may at its discretion elect to take any dispute to the courts having jurisdiction at the place where the I-serv Services were provided. In any action between the parties to enforce any of these terms and conditions or in any resulting litigation, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees.



Appendix A I-serv Service Offerings

A. IN DEPOT REPAIRS

(1) Repair coverage options*:

There are two categories of repairs:

- (A) failure; and
- (B) abuse, which
 - (i) cracked the display and/ or housing (plastic), or
 - (ii) used, stressed or exposed the Equipment beyond its published tolerances for electricity and/or temperature

Depending on the Equipment, Customer may choose the following repair coverage options:

a. "Standard"

Repairs listed under (A) above are covered by the I-serv contract fees. Repairs listed under (B) will be treated as "billable" repairs and will be billed on a case by case basis using Psion Teklogix Flat Rate Price List for repairs.

b. "Abuse Coverage"

Repairs listed under (A) and (B) are covered by the I-serv contract fees. If Customer's abuse repairs periodically exceed twenty five percent (25%) of all repairs, Psion Teklogix reserves the right to visit Customer's operation and recommend accessories and solutions to minimize the abuse repairs.

The following will always be treated as "billable" repairs and will be billed on a case by case basis using Psion Teklogix Flat Rate Price List for repairs:

- (i) damage caused by alteration by unauthorized personnel;
- (ii) damage caused by use of non compliant tools; or
- (iii) water damage, if Equipment IP (Ingress Protection) rating does not include water immersion capability.

In no event will Psion Teklogix provide any service that is listed in the I-serv Terms under Section 5, Exclusions.

(2) Turnaround time options**:

For Psion Teklogix hardware products Customer may choose the turnaround times listed below. Turnaround times for third party products may vary and will be confirmed in Psion Teklogix's quotation. Turnaround time is measured in standard working days, excluding weekends and public holidays, at the location of the repair facility and is calculated from the date of receipt of the defective Equipment at Psion Teklogix' designated repair facility through to the despatch date of the repaired/replaced Equipment. In the event of billable repairs the turnaround time does not start until Psion Teklogix receives Customer's acceptance of Psion Teklogix' quotation for such repair. Should Psion Teklogix fail to adhere to the turnaround times chosen by Customer, for each unit delayed Psion Teklogix will provide Customer with a "Same Day RFID" free of charge for future use, provided Customer had obtained and used a return materials authorisation number from TEKNET (<http://service.psionteklogix.com>) or Psion Teklogix' help desk.

a. "Seven (7) days turnaround time" (United States only)

b. "Three (3) days turnaround time"

c. "Same day turnaround time" (Psion Teklogix hardware products only)

Products received in the depot before 12:00 p.m., will be repaired and returned to Customer on the same working day. Products received after 12:00 p.m. will be treated as received before 12:00 p.m. on the next working day.

(3) Shipping options**:

Subject to local availability the following shipping options from Customer's site to Psion Teklogix' designated repair facilities can be chosen:

a. "Standard"

Customer arranges transport and bears shipping costs from its site to Psion Teklogix' designated repair facility.

b. "Collection"

Equipment registered through TEKNET prior to a predefined cut-off time given in accordance with the location will be collected the same or next local working day. Psion Teklogix will bear shipping costs from Customer's site to Psion Teklogix' designated repair facility.

Psion Teklogix will bear return shipping costs (with no guarantee on delivery time) from its designated repair facility to Customer's site:

- Express shipment for Europe, Middle East and Africa
- Standard shipment for United States

Customers in the United States (only) may choose the following return shipping options:

a. "Guaranteed Over Night Delivery"

b. "Next Day Delivery"

c. "Expedited Two (2) Day Ground Delivery"

(4) Additional option: "Same Day RFID" (one disk per unit)

Same Day Radio Frequency Identification Disks can be purchased with or without an I-serv service contract but can be used for Psion Teklogix hardware products only. Products received with a "Same Day RFID" in the depot before 12:00 p.m., will be repaired and returned to Customer on the same working day as defined under Section (2) above. Products received after 12:00 p.m. will be treated as received before 12:00 p.m. on the next working day.

B. ON SITE SERVICING

(1) On Site Quick Action Group (infrastructure/ backbone only) **

If a fault is identified as infrastructure-related (i.e. controller or base station), Psion Teklogix will address the problem as stated below. On-site intervention does not provide on site repair for anything other than backbone/ infrastructure.

A. Help Desk & Dedicated Specialist:

Customer shall provide the helpdesk with all necessary information concerning the problem. If a dedicated specialist cannot resolve the case at this stage, it will be escalated to on-site intervention.

B. On-Site Intervention:

Psion Teklogix or an authorized partner will visit Customer's site within the time stated below, measured from the time the dedicated specialist responded on the applicable case for the first time

Subject to the location of Customer's site, Customer may choose the following On Site Quick Action Group options. Business hours mean 9:00 a.m. to 5:00 p.m., excluding weekends and public holidays at the location of the Psion Teklogix support facility.

a. "Site visit within sixteen (16) business hours"

b. "Site visit within eight (8) business hours"

(2) Additional option: "Preventative Maintenance Visit" (On Site Optimization)

On Site Optimization can be purchased with or without an I-serv service contract. Based on Customer's request Psion Teklogix will conduct a site visit in order to carry out the following:

- Controller inspection
- Writing the controller configuration to disc for Customer and Psion Teklogix records
- Base station(s) inspection
- Monitoring the frequencies in use for noise or other users
- Tuning the radios if necessary
- Collecting used batteries for authorised disposal
- Recording terminal parameters
- Providing a formal report on observations and recommendations

Fees will be based on a flat fee per day.

C. HELP DESK SUPPORT**

Subject to local availability Customer may choose the following help desk options.

a. "Standard Hours"

8 hours a day from Monday to Friday, 9:00 a.m. to 5:00 p.m. local time, excluding local public holidays

b. "Extended Hours"

24 hours a day / 7 days a week.

D. ON-LINE TRACKING SYSTEM

Unlimited access to Psion Teklogix on-line TEKNET customer service system allows Customers to register and track Equipment repairs online in real time throughout the repair process. Other features of TEKNET include on line quotation approval, hot line ticket history, repairs history and site configuration information.

* can be chosen per product type

** can be chosen per contract