

SERVICE AGREEMENT TERMS AND CONDITIONS

The following are the terms and conditions under which In-Position Technologies, LLC (“IP Tech”), an Arizona limited liability company, offers to perform Repair Services for its customers. A “Customer” is an entity that has purchased or is purchasing a product from IP Tech. The particular product (the “Product”) to which these Terms and Conditions relate is described on the accompanying Exhibit A. IP Tech provides no warranty itself to Customer in connection with the Product, but the Product or certain of its component parts are the subject of one or more original equipment manufacturer warranties (“OEM Warranty”) which are passed through to Customer. The OEM Warranty provides for the replacement of the Product or component parts of the Product, but it does not cover labor relating to such replacement or repair. IP Tech and Customer are referred to from time to time in these Terms and Conditions individually as a “Party” or collectively as the “Parties”.

1. **Repair Services.** During the Term of the Service Agreement, IP Tech will provide the following Repair Services to or for the benefit of Customer in accordance with the Terms and Conditions of the Service Agreement:

 A. **Diagnostic Services.** In conjunction with the provider of the OEM Warranty, IP Tech will assist in diagnosing the cause of faults, failures, or lack of performance of the Product and evaluating the recommended remedy or repair.

 B. **Interface with OEM Warranty Provider.** IP Tech will act as the interface between Customer and the provider of the OEM Warranty. IP Tech will notify the provider of the OEM Warranty on behalf of Customer of any claims pursuant to the OEM Warranty relating to the Product. IP Tech will attend to the shipment and receipt of any parts that require repair or replacement in accordance with the terms of the OEM Warranty.

 C. **Labor Relating to Repair.** IP Tech will provide all labor attendant to the repair of the Product or a component part of the Product covered by the OEM Warranty, including testing and analysis to determine the nature of a Product failure or lack of performance, disassembly of the Product, if required, for purposes of diagnosis or removal of a defective part, removal or repair of any defective part, installation of any replacement parts, reassembly of the Product, and testing of the Product following repair.

2. **Services Only.** The Service Agreement pertains to services only. IP Tech will not provide, and is not obligated to provide, any parts, components, or replacements pursuant to the Terms and Conditions of the Service Agreement. The provision of any parts, components, or replacements is the sole obligation of the provider of the OEM Warranty.

3. **OEM Warranty.** The Service Agreement is only for Repair Services performed in connection with an OEM Warranty. Customer must have an effective OEM Warranty in place in order for the Repair Services to be provided.

4. **Price.** IP Tech will provide the Repair Services during the Term of the Service Agreement for a fixed fee as set forth on Exhibit A. That fee must be paid in full before the commencement of the Term. Customer is not responsible for any cost incurred by IP Tech in the course of performing the Repair Services, unless Customer has agreed in writing to reimburse IP Tech for such out-of-pocket cost. IP Tech may receive payment from the provider of the OEM Warranty for some or all Repair Services, and in that event, such payment shall be the sole property of IP Tech and shall not be credited against or otherwise reduce the fee.

5. **Term.** The Term of the Service Agreement is one (1) year commencing on the latter of (a) the date Customer issues a purchase order to IP Tech in connection with the Service Agreement and (b) the fee is paid in full by Customer, subject to early termination upon expiration or invalidation of the OEM Warranty. The Term may be extended for subsequent periods of one (1) year each upon notice to IP Tech and payment of the fee; provided, however, in no event will the Term extend beyond the effective date of the OEM Warranty. Upon termination of the OEM Warranty, the Term will likewise terminate. Customer will be responsible for any extension of the OEM Warranty. If IP Tech is notified of a problem or issue requiring Repair Services before the end of the then effective Term, then IP Tech will complete the Repair Services after the end of the then effective Term, provided that the OEM Warranty remains in effect.

6. **Obtaining Repair Services.** Repair Services may be obtained by contacting IP Tech at any time during the Term of the Service Agreement. No particular form of notice to IP Tech is required. A representative of IP Tech will respond to a request for Repair Services in a reasonably prompt manner, but IP Tech does not guarantee any specific response time. If Repair Services are to be performed at Customer's place of business, then IP Tech and Customer will coordinate a date and time for such on-site Repair Services, and Customer will provide access to the Product and a safe work environment in which to conduct the Repair Services.

7. **Standard of Performance.** IP Tech will provide the Repair Services in a professional and workmanlike manner in accordance with industry standards. The Repair Services are to be provided in conjunction with the OEM Warranty. **IP Tech provides no warranty in connection with the Product or any replacement components or parts, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IP TECH EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE REPAIR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. Customer acknowledges that the provision of Repair Services is dependent upon compliance by the provider of the OEM Warranty with the terms of its warranty. Customer waives and releases IP Tech from any claims relating to delay in the provision of the Repair Services as well as any claims for consequential damages.

8. **Relationship Between the Parties.** IP Tech will perform the Repair Services as an independent contractor to Customer. The Parties do not intend to create any agency, partnership, or joint venture relationship between themselves as a result of the Service Agreement. IP Tech is authorized to communicate with the provider of the OEM Warranty on behalf of Customer during the course of providing the Repair Services, but IP Tech is not authorized to

compromise, reduce, or terminate the terms of the OEM Warranty on behalf of Customer without Customer's express consent. Customer acknowledges that IP Tech may engage third party independent contractors to perform a portion of the Repair Services, but IP Tech will be responsible for the performance of any such independent contractors.

9. **Termination.** Either Party may terminate the Service Agreement for (a) a material breach of this Service Agreement by the other Party which is not cured within thirty (30) days after receipt by such Party of written notice describing the breach; (b) if the other Party becomes insolvent or files or has filed against it a petition in bankruptcy, to the extent permitted by law, or (c) upon mutual agreement. Additionally, IP Tech may terminate this Service Agreement immediately upon termination or invalidation of all OEM Warranties applicable to the Product.

10. **Captions.** Captions and paragraph headings used in these Terms and Conditions are for convenience only and are not a part of these Terms and Conditions and shall not limit or alter any provision of these Terms and Conditions or be relevant in construing these Terms and Conditions.

11. **Integration Clause; Oral Modification.** These Terms and Conditions, together with the Exhibit attached hereto, the Quotation from IP Tech, and the purchase order from Customer represent the entire agreement of the Parties with respect to the subject matter of this Agreement. In the event of any conflict between these Terms and Conditions and Customer's purchase order, these Terms and Conditions shall control. All prior agreements concerning the same subject matter and any prior representations, warranties, or oral agreements that may have been made by any of the Parties are revoked and superseded by these Terms and Conditions except to the extent that they are expressly set forth in these Terms and Conditions or in other contemporaneous written agreements. These Terms and Conditions may not be changed, modified, or rescinded except in writing, signed by all the Parties, and any attempt at oral modification of these Terms and Conditions shall be void and of no effect.

13. **Governing Law.** These Terms and Conditions and the resulting contract between the Parties are entered into and shall be interpreted under the laws of the State of Arizona. In the event that a lawsuit should be necessary or desirable to enforce any provision of these Terms and Conditions or to obtain any remedy with respect to these Terms and Conditions, such lawsuit may be brought in Superior Court, Maricopa County, Arizona, and for this purpose each Party hereby expressly and irrevocably consents to the jurisdiction of said court.

14. **Attorney's Fees.** In the event that suit is brought, or an attorney is retained by any Party to these Terms and Conditions to enforce the terms of these Terms and Conditions or to collect any money due under these Terms and Conditions or to collect money damages for breach of these Terms and Conditions, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation, and other related expenses incurred in connection with bringing such action.

EXHIBIT A

Description of Product: _____

Annual Fee: \$ _____