

Seattle Police Department Handheld Ticketing System

Attachment 4 Maintenance Agreement



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1 Maintenance Agreement

The APS Software Maintenance/Support Plan and the Intermec and Zebra standard and extended warranties are described in this section.

Advanced Public Safety will be the initial customer service contact/facilitator for the City of Seattle to coordinate any warranty claims, maintenance, and/or repairs. *Note: the Intermec and Zebra standard and extended warranties are provided direct from the manufacturers and the City of Seattle can elect to contact these manufacturers directly at any time.*

1.1 *APS Software Maintenance/Support Plan*



OVERVIEW:

APS MAINTENANCE/SUPPORT PLAN

APS provides a Software Maintenance/Support Plan that covers changes, modifications, and repairs to the deployed solution. The following summarizes the features and benefits of this plan:

- Full customization of the APS solutions to ensure the software operates as desired by the agency.
- Periodic updates of the software that may incorporate: (A) enhancements requested by the agency to the software (including, but not limited to: voice modifications, form modifications, statute changes, violation updates, fine amount changes, updates in racial profiling information, modifications of the printed citation, etc.); (B) modifications required by federal, state, and local governments; and (C) corrections of any defects.
- An appropriately trained support staff available via telephone between the hours of
- 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, to assist the agency in using the software.
- In the event of emergencies or system failures which occur outside of the designated support hours, telephone support will be provided 24 hours per day, seven (7) days per week for the term of the Agreement.
- 100% guarantee that the APS Technical Support team will continue its dedicated effort to ensure quick turnaround for any modifications and revisions to the agency's solution as well as prompt support to correct any issues that may arise.
- If the agency transfers to a new mobile data system, APS will transfer the solution to the new mobile new data system at no additional cost.
- Web-enabled troubleshooting and FAQ customer service support.

Please contact your APS representative for further information on the maintenance/support plan. APS prides itself on the high level of support we provide to our agencies and we will be happy to supply your agency with a list of references who will verify the level of support provided by APS.

1.2 Intermec CN3

The city of Seattle has elected to purchase the Intermec **3-Year Bronze Medallion Complete** extended warranty package. This package is described in the *Intermec Technologies Corporation Medallion Complete Service Agreement* included in the following pages and summarized below:

- Complete coverage against defects, failures, and damage and no extra charge. Any components are repaired or replaced (includes standard wear and tear, components and parts failures, and incidental damage).
- Unrestricted telephone technical service, at committed turnaround times.
- 5-day turnaround for Bronze Medallion.

Intermec commits to providing a renewal maintenance service plan at the end of the 3-year initial extended warranty package. These services will be provided at prevailing market prices at the time of renewal.

Attachment 4
Maintenance Agreement



INTERMEC TECHNOLOGIES CORPORATION
MEDALLION COMPLETE SERVICE AGREEMENT

Intermec Technologies Corporation, its subsidiaries and affiliates ("Intermec") and the Customer agree that the following terms and conditions will apply to any Customer order accepted by Intermec to provide maintenance services ("Services") for Equipment. "Equipment" as used herein refers to hardware Products manufactured or distributed by Intermec which are eligible for Medallion Complete Service, and listed by Serial Number on the cover page(s) of this Agreement, unless specifically stated otherwise. Additional details of the Medallion Complete program can be found at www.intermec.com/medallioncomplete and are incorporated herein by reference. The term of the Agreement is stated on the cover page(s).

1.0 MAINTENANCE SERVICES:

1.1 **Repair:** Intermec agrees to provide depot repair service to restore Equipment to good working order ("Repair Services") subject to the conditions in Section 2.0 and the exclusions in Section 3.0. Repair Services include lubrication, replacement of whole units or maintenance parts, as determined by Intermec. Replacement whole units and maintenance parts will be furnished on an exchange basis, and replaced units/parts will become the property of Intermec.

1.2 **Support:** Customer shall have access to Intermec technical support personnel for support of the Equipment covered by the Agreement. Online support is available at www.intermec.com by selecting "Knowledge Central". Telephone support is also available during standard local business hours excluding Intermec's observed holidays, unless otherwise designated by Intermec. Escalation support shall be made available.

2.0 CUSTOMER REQUIREMENTS:

2.1 **Equipment Condition:** Customer warrants all Equipment is in working condition as of the effective date of this Agreement. Intermec may require Equipment be inspected at current inspection rates prior to coverage being offered or effective if Equipment is not new or has not been continuously covered by an Intermec maintenance agreement. If remedial repairs are required, Intermec will provide a cost estimate at current parts and labor rates. Such repairs must be completed before Equipment can be covered under this Agreement.

2.2 **On Site Conditions:** Customer agrees to provide a suitable environment for the Equipment, as described in Intermec's Equipment specifications.

2.3 **Customer Data:** Customer is responsible for implementing appropriate safeguards to preserve and protect Customer data.

3.0 **EXCLUSIONS:** Unless approved in writing by Intermec, Repair Services provided by Intermec under this Agreement do NOT include 1) support of application software; 2) service or repair of (a) accessories, external memory cards or other ancillary devices not specifically included in Intermec's publicized description of Equipment; (b) Customer Replaceable Parts as defined by Intermec's product documentation or website including batteries, thermal print heads and cutter assemblies; (c) equipment that has been damaged due to inadequate Customer-provided transit packaging; (d) Equipment that has been subjected to chronic negligence or deliberate abuse; or (e) at the sole discretion of Intermec, Equipment damaged to the extent that the Equipment serial number is no longer verifiable.

4.0 WITHDRAWAL/TERMINATION:

4.1 Customer may withdraw any Equipment from this Agreement upon forty-five (45) days written notice to Intermec if Equipment has been covered by this Agreement for at least ninety (90) days. Customer shall be entitled to a pro rata return of any maintenance amounts less Intermec's published flat rate for any repairs performed prior to the effective date of the withdrawal and classified, at Intermec's sole discretion, as damaged beyond normal wear and tear. Notwithstanding this provision, Equipment covered by this Agreement for more than eighteen (18) months will not qualify for any refund or rebate in the event of Equipment withdrawal, or Customer's termination of this Agreement for convenience.

4.2 If Customer's returns for repair with damage beyond normal wear and tear exceed 3% annually of Customer's total base of like products covered by a Medallion Complete Service Agreement, Customer, with Intermec's assistance, shall endeavor to establish a plan for remediation or modification of Customer's business operations to reduce the percentage of such repairs.

4.3 Intermec may withdraw Equipment from this Agreement upon fifteen (15) days written notice to Customer due to 1) Intermec's inability to support products after their End of Service date, 2) discontinuance of the Medallion Complete service program; 3) Customer's returns for repair with damage beyond normal wear and tear exceeding 5% annually of Customer's total base of like products covered by a Medallion Complete Service Agreement. If Intermec terminates a Medallion Complete Service Agreement pursuant to this provision, Customer shall be entitled to a pro rata return of any maintenance amounts paid but not earned prior to the effective date of the withdrawal.

4.4 Customer or Intermec may withdraw Equipment or terminate this Agreement at any time by written notice of default if the other party fails to cure any failure to comply with any term or condition of this Agreement within thirty (30) days after receipt of such notice of default. The parties' rights and remedies herein are in addition to any other rights and remedies provided at law or in equity.

5.0 **PAYMENT:** Maintenance charges described in the Agreement cover pages will be invoiced in advance. Payment must be made within thirty (30) days of the date of the invoice.

6.0 **TAXES:** In addition to the charges due under this Agreement, the Customer agrees to pay any taxes applicable by law resulting from this Agreement, or any activities thereunder except for taxes based upon Intermec's net income.

7.0 **RISK OF LOSS OR DAMAGE:** Customer is responsible for loss of or damage to Equipment while Equipment is in Customer's possession and in transit to Intermec. Intermec is responsible for loss of or damage to Equipment while in Intermec's possession and in transit to Customer.

8.0 **DISCLAIMER AND LIMITATION OF LIABILITY:**

8.1 **INTERMEC WILL IN NO EVENT BE LIABLE FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF INTERMEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.**

8.2 **THIS SERVICE AGREEMENT DOES NOT CONTAIN OR OFFER ANY WARRANTIES BY INTERMEC, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

9.0 **INDEMNITY:** Intermec shall indemnify the Customer against and from all claims, liabilities, costs, expenses, and reasonable attorney's fees incident thereto, for bodily injury, including death, or damage to property, to the extent it arises from any negligent act or omission or willful misconduct of Intermec arising from or connected to the presence on the Customer's premises of Intermec; except to the extent any such claims, damages, liabilities, or causes of action are caused by the negligent or intentional misconduct of the Customer, its agents or employees.

10.0 **INSURANCE:** Intermec shall, at its own expense, obtain and maintain in full force and effect, with sound and reputable insurers and with no right of contribution by Customer, during the term of this Agreement, the following coverage: 1) Worker's Compensation, as required by the law of the state of hire; 2) Employer's Liability with a minimum limit of \$1 million of liability for each accident; 3) Commercial General Liability against all hazards including coverage for blanket contractual liability and products and completed operations with a minimum limit of liability for personal injury, including death resulting therefrom, on an occurrence basis of \$1 million and \$5 million in the aggregate, and with a minimum limit of liability for property damage on an occurrence basis of \$1 million and \$5 million in the aggregate; and 4) Automobile Liability against liability arising from ownership, maintenance or use of all owned, non-owned and hired automobiles and trucks with a minimum combined limit of liability of \$1 million. Intermec shall provide Customer with evidence of coverage as required hereunder upon request.

11.0 **GENERAL:**

11.1 **Force Majeure:** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, acts of terrorism, riot, embargoes, civil insurrections, strikes, flood, earthquake, volcanic eruption, shortages of material or energy or acts of civil or military authorities. If performance is to be delayed by such contingencies, the affected party shall notify the other party in writing.

11.2 The Customer shall not assign this Agreement or any obligations or rights hereunder without the express written consent of Intermec. This Agreement contains the entire Agreement between the parties, and no modification or waiver of any of the provisions, or any future representation, promise, or addition shall be binding upon the parties unless agreed to in writing. The mere acknowledgment or acceptance of any order with provisions that are ambiguous, in addition to or inconsistent with the terms of this Agreement or the providing of maintenance service pursuant thereto shall not be deemed as acceptance or approval of such ambiguous, additional or inconsistent provisions. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12.0 **GOVERNING LAW:**

12.1 For orders placed in the USA, Canada, Latin America or Asia Pacific, any question concerning the validity, construction or performance of this Agreement shall be governed by the laws of the State of Washington, USA. Sole venue and exclusive jurisdiction shall rest with the courts at Snohomish County, Washington, USA.

12.2 For orders placed in Europe, the Middle East or Africa (EMEA) any question concerning the validity, construction or performance of this Agreement shall be governed by the laws of England. Sole venue and exclusive jurisdiction shall rest with the courts of London, England.

12.3 In all events, English shall be the governing language. Dans tous les événements, l'anglais sera la langue régitante. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

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Medallion® Service Contract Plan Descriptions

Intermec offers a variety of **Medallion® Service Contracts Plan Types**. All Medallion® customers receive unrestricted telephone-based technical support at no extra charge. Devices under repair receive remedial maintenance, including surface cleaning, at no extra charge. Eligible devices (designated by the letter “C” in the related Plan Type—see chart, below) receive **Medallion® Complete*** comprehensive coverage against defects, failures, and workplace wear and damage at no extra charge. Medallion®, Medallion Complete®, Platinum®, Platinum Extra®, Platinum Plus®, Gold®, Silver®, Silver Replacement®, and Bronze® are all registered marks of Intermec.

Service Brands	Plan Types	Service and Coverage Type	Service Commitment	Eligibility Requirements (if any)	Minimum Term
Platinum	PLT1	Onsite Repair	Next business day	Site ≤ 150 miles (242km) of authorized field office	1 year
Platinum	PLTD1	(Same as above)	(Same as above)	Purchased ≤ 30 days of purchase of covered Equipment; site ≤ 150miles (242km) of authorized field service office	1 year
Platinum	PLTD3	(Same as above)	(Same as above)	(Same as above)	3 years
Platinum Plus	PLP1	(Same as above)	Various	Requires District Service Manager authorization	1 year
Platinum Extra	PLE1	(Same as above)	Next business day, plus Intermec’s hot spare onsite	(Same as above)	2 years
Gold	GLD1	(Same as above)	2nd business day	Site is ≤ 150 miles (242km) of authorized field office	1 year
Gold	GLDD1	(Same as above)	(Same as above)	Purchased ≤ 30 days of purchase of covered Equipment; site is ≤ 150 miles of authorized field service office	1 year
Gold	GLDD3	(Same as above)	(Same as above)	(Same as above)	3 years
Silver Replacement	SRP1	Customer spares replacement and repair	Overnight shipment	Minimum 100 units of same model under contract	1 year
Silver Replacement	SRPD1	(Same as above)	(Same as above)	(Same as above); also, purchased ≤ 30 days of purchase of covered Equipment.	1 year
Silver Replacement	SRPD3	(Same as above)	(Same as above)	(Same as above)	3 years
Silver Replacement	SRPDC3	(Same as above; plus MC*)	(Same as above)	(Same as above)	3 years
Silver Replacement	SRPCR3	(Same as above; plus MC*)	(Same as above)	For 3-year renewal of Medallion® Complete-eligible Equipment, only	3 years
Silver	SLV1	Depot Repair	Two business days		1 year
Silver	SLVD1	(Same as above)	(Same as above)	Purchased ≤ 30 days of purchase of covered Equipment	1 year
Silver	SLVD3	(Same as above)	(Same as above)	(Same as above)	3 years
Silver	SLVDC3	(Same as above; plus MC*)	(Same as above)	(Same as above; for Medallion® Complete-eligible Equipment, only)	3 years
Silver	SLVCR3	(Same as above; plus MC*)	(Same as above)	For 3-year renewal of Medallion® Complete-eligible Equipment, only	3 years
Bronze	BRZ1	Depot Repair	Five business days		1 year
Bronze	BRZD1	(Same as above)	(Same as above)	Purchased ≤ 30 days of purchase of covered Equipment	1 year
Bronze	BRZD3	(Same as above)	(Same as above)	(Same as above)	3 years
Bronze	BRZDC3	(Same as above; plus MC*)	(Same as above)	(Same as above; for Medallion® Complete-eligible Equipment, only)	3 years
Bronze	BRZCR3	(Same as above; plus MC*)	(Same as above)	For 3-year renewal of Medallion® Complete-eligible Equipment, only	3 years

***Medallion® Complete (MC)** is Intermec’s comprehensive coverage against defects, failures, and workplace wear and damage at no extra charge. Eligibility applies to “Active” Equipment (i.e., listed in current Price Guide), designated by the letter “C” in the related Plan Type—see chart, above). Medallion® Complete Requires a 3-year commitment, and must be purchased within 30 days of purchase of covered Equipment.

Depot Repair Service is performed at designated Service Center. Customer pays for shipping Equipment, and must provide original, or suitable equivalent packaging. Customer contacts Intermec Response Center (1-800-755-5505, Option 2, Option 1 in the USA) or use the RA Online web tool (USA only) to request a Return Authorization number prior to delivery of Equipment to Service Center. Following any necessary repairs, Service Center will ship the Equipment to Customer’s designated facility, prepaid. Turnaround time is computed from beginning of next business day after Equipment has been logged in at Intermec-designated Service Center and time it is shipped back to Customer.

Onsite Service plans provide for on-call repair or whole-unit replacement (at Intermec’s option) at the Customer’s qualifying facility. An Onsite Service response requirement will be fulfilled before the end of the targeted time period (e.g., “next business day”, or “second business day”) as long as the Customer request is received before 5 PM local time on the business day previous to the opening of the desired target window. Onsite contracts are not available beyond 150 miles (242km) from the nearest Intermec authorized field service office.

Silver Replacement overnight spare replacement plan includes warehousing and management of Customer-owned spares pool. Intermec recommends pool consist of 15% of total owned inventory for the same model. There is minimum 100-unit requirement of same model under contract. Customer call triggers whole unit replacement shipped prepaid, for arrival the morning of the next business day provided Customer request is received no later than 3 PM local time on the previous business day. The whole unit is shipped in a reusable, returnable case to Customer location for return of the failed unit. Customer must ensure return of failed unit to Intermec within 5 business days from date of receipt of replacement. Customer will be notified by Intermec if the failed unit is not entitled to repair under the Plan Type. Customer may opt to replace non-qualifying failed unit with a new unit or authorize a decrease in spares pool. If failed unit is repairable, Intermec will service and return it to replacement pool within 5 business days of receipt.

Availability for all plans may not be universal. For availability and specific offer information within your country, please contact your local authorized Intermec sales or service representative.

1.3 Zebra RW-220

The city of Seattle has elected to purchase the **ZebraCare Advantage 3-Year** extended warranty package. This package is described in the *ZebraCare Printer Maintenance Agreement* included in the following pages and summarized below:

- Back-to-factory agreement covers all the labor, parts, and physical damage repair (including print heads, but excluding batteries and accessories).
- All Zebra equipment returned for service will receive complete preventative maintenance procedure and will be returned to the City of Seattle at no additional cost.
- ZebraCare ensures you receive genuine Zebra parts (not third party), required repair of nonfunctioning equipment, cleaning & adjustment, return shipping via ground at no cost, and three to five day lead time from date of receipt.
- ZebraCare Advantage includes all of the standard warranty features with a two-day or better turn-around on all corrective maintenance and no-charge firmware upgrades upon request.

Zebra commits to providing a renewal maintenance service plan at the end of the 3-year initial extended warranty package. These services will be provided at prevailing market prices at the time of renewal.

Attachment 4
Maintenance Agreement



ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
Back-to Factory Coverage

1. Term & Term Renewal

The terms of this Agreement shall be for the contract term stated. Thereafter, at Customer's written request and subject to the then acceptance of Zebra Technologies International, LLC ("Zebra") at its sole discretion, this Agreement may be renewed for an additional one (1) or two (2) year period at Zebra's then applicable rates as quoted to the Customer to be paid at the time of any such renewal. In the event of such renewal, Customer, at Zebra's request, agrees to execute Zebra's then applicable form of this Agreement.

2. Services Provided by Zebra

- A. Zebra will provide factory repair service availability during its normal business hours, 7:00 am. to 3:30 pm. Monday through Friday, excepting holidays observed by Zebra, at Zebra's repair facilities with regard to each unit of equipment specified herein. Factory repair service shall include required repair, if any, of the nonfunctioning equipment and any such preventative maintenance and adjustments as Zebra shall deem necessary.
- B. Zebra shall use its best efforts to provide a repair turnaround time of five (5) business days or less, commencing as the date of receipt of Customer's covered equipment by Zebra to the date of shipment of the repaired equipment by Zebra. Where **Advantage** or **Advantage Overnight** service is selected, said turnaround time shall be two (2) business days or less.
- C. Repairs not covered as a result of the exclusions set forth in this Agreement will be made subject to then current Zebra time and material or fixed rates applicable to such unit of equipment and shall be pre-approved by Customer before being performed.
- D. Services under this Agreement specifically exclude, without limitation, printhead and battery replacement, unless battery or printhead replacement coverage is selected by Customer. Printheads and batteries will be replaced and charged to the Customer according to the current Zebra parts list rates or as stated on the face of this Agreement.
- E. Requests for expedited repair service will be charged at the then current Zebra "RUSH" repair service rate unless stated otherwise on the face of this Agreement.
- F. Where **Advantage PLUS** service is selected, Zebra will store and administer Customer owned spare units pool at the indicated level. Zebra will use its best efforts to continually replenish the spare units pool with Customer-owned repaired units so as to maintain the level of such pool to as close to the agreed upon level as possible.

3. Comprehensive Coverage

- A. Customers who select comprehensive coverage will be entitled to repair of non-cosmetic damage effecting the operation of the unit, with the exception of units where the damage is considered to be beyond economical repair as reasonably determined by Zebra. Such service will include replacement of failed printheads and repair of equipment that is damaged due to accident, misuse, or abuse. All other exclusions from coverage set forth in this Agreement will continue to apply.
- B. Customer must return the equipment to Zebra in order to receive comprehensive coverage. There will be no advance shipment of printheads or parts for comprehensive coverage.

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Maintenance Agreement



ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
Back-to Factory Coverage

4. Battery Replacement Coverage

- A. Customers who select battery replacement coverage will be entitled to replacement by Zebra of a percentage of batteries that have failed (20%, 30% or 40%) from the total number of printers that are included under the replacement coverage. Such percentage and the number of printers to be covered are selected by the Customer at inception of the Agreement. A minimum of 10 printers must be covered in order to be eligible for battery replacement coverage.
- B. Zebra will determine the number of batteries to be provided to the Customer by “rounding up” to the whole number of batteries. For example, if a Customer purchases one year of battery coverage on 25 units under a 30% program, Zebra will provide 8 batteries to Customer. If a Customer purchases 2 years of battery coverage on 25 units under a 30% program, Zebra will provide 16 batteries to Customer.
- C. Customer must return the printer containing the used battery to Zebra in order to receive the replacement. There will be no advance shipments of replacement batteries.

5. Printhead Replacement Coverage

- A. Customers who select printhead replacement coverage will be entitled to replacement by Zebra of a percentage of printheads that have failed (20%, 30% or 40%) from the total number of printers that are included under the replacement coverage. Such percentage and the number of printers to be covered are selected by the Customer at inception of the Agreement. A minimum of 10 printers must be covered in order to be eligible for printhead replacement coverage.
- B. Zebra will determine the number of printheads to be provided to the Customer by “rounding up” to the whole number of printheads. For example, if a Customer purchases one year of printhead coverage on 25 units under a 30% program, Zebra will provide 8 printheads to Customer. If a Customer purchases 2 years of printhead coverage on 25 units under a 30% program, Zebra will provide 16 printheads to Customer.
- C. Customer must return the printer containing the failed printhead to Zebra in order to receive the replacement. There will be no advance shipment of replacement printheads.

6. Payment

Zebra shall invoice the Customer for amounts due hereunder. All amounts due shall be paid on or before 30 days from the date of Zebra’s invoice. Amounts that are not paid when due shall be subject to a late payment charge of 1.5% per month until paid.

7. Advantage Overnight Coverage

Customers who select **Advantage Overnight** coverage will be entitled to obtain all of the features of **Advantage** coverage, plus next day shipping via best way overnight. All deliveries are subject to the terms and conditions set forth by Zebra’s selected carriers, including availability. Once tendered to the carrier, Zebra is not responsible for lost or late shipments. Saturday delivery is excluded under this program.

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ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
Back-to Factory Coverage

8. Additional Exclusions

Unless covered under the Comprehensive Coverage program, services provided by Zebra under this Agreement do not include repairs, testing or replacement of equipment or parts caused by:

- A. Unauthorized tampering/modification of the equipment.
- B. Use of the equipment for other than the use for which designed.
- C. Accident, misuse, abuse, neglect or disaster, including but not limited to, fire or flood.
- D. Parts, cables, computers and/or accessories external to the equipment.
- E. Shipping damage.
- F. Although the user is not required to purchase Zebra brand supplies (media and/or ribbons), to the extent that the use of other supplies (media and/or ribbons) shall have caused any defect in the printer for which a claim is made, any claim for service under this Agreement shall be null and void and the user shall be responsible for Zebra's then current charges for labor and materials to repair such defect.

9. Shipment

Prior to returning equipment to Zebra, Customer shall:

- A. **Obtain a Zebra Return Material Authorization (RMA) Number by calling 847.913.2259**
- B. Ship the equipment, **transportation and insurance pre-paid**, to Zebra; and include with the complete unit or subassembly, a written description of the claimed defect. RMA # must be outside of box.
- C. Unless Zebra authorizes the return of the complete unit, Customer shall return only the faulty subassembly; provided, that complete printers must be returned to Zebra for battery and printhead replacement. Complete units or subassemblies returned shall be packed in the original shipping container or comparable strong cartons. In the event equipment is not so packaged and shipping damage occurs or if shipping damage is evident, the equipment will only be accepted for service on a time and material basis at Zebra's then current rates.
- D. Surface transportation charges for the return of equipment to the Customer shall be paid by Zebra within the contiguous forty-eight (48) United States and District of Columbia unless otherwise stated on the face of this Agreement. The Customer shall pay all shipping costs, customs clearance and other related charges outside of the designated area unless otherwise stated on the face of the Agreement.
- E. Where Customer has selected the **Advantage PLUS** service, Zebra shall use its best efforts to ship for next business day delivery, excluding Saturday delivery, Customer-owned replacement units to designated location(s). Zebra must receive the defective unit prior to shipping replacement unless otherwise specified. Cutoff time for shipping from Zebra will be at 2 pm. CST. Overnight transportation charges for return of equipment to the Customer shall be paid by Zebra within the contiguous forty-eight (48) United States and District of Columbia unless

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ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
Back-to Factory Coverage

otherwise stated on the face of this Agreement. The Customer shall pay all shipping costs, customs clearance and other related charges outside of the designated area unless otherwise stated on the face of the Agreement.

- F. If Zebra determines that the equipment returned for service is not defective and Customer did not make reasonable effort to determine the nature of failure before returning the equipment to Zebra, Customer shall pay the then applicable minimum service charge and transportation.

10. Disclaimer and Limitation of Liability

- A. Zebra's sole obligation under this Agreement shall be to use its best efforts to repair, subject to the terms of this Agreement, any unit of defective equipment specified herein.
- B. Units of equipment determined by Zebra to be non-repairable will be returned to Customer (unless Customer elects to abandon such item of equipment at Zebra's premises), surface transportation prepaid by Zebra, and that specific item of equipment shall be deemed removed from this Agreement. No credit under this Agreement shall be allowed for any such item of equipment so removed.
- C. Zebra shall not under any circumstances whatsoever be liable to Customer or any other party for lost profits, diminution of goodwill or any other special or consequential damages whatsoever with respect to any claim hereunder. In addition, Zebra's liability for service claims shall not, in any event, exceed the amount paid by Customer pursuant to this Agreement for the then current applicable term, nor shall Zebra be liable for delays in replacement or repair of equipment hereunder caused by matters beyond its reasonable control.

11. Assignment

Customer shall have the right to assign its rights under this Agreement to any purchaser of the equipment herein described. Any such assignment shall be in writing and an executed copy thereof shall be delivered to Zebra by Customer.

12. General

- A. Zebra shall have the right to suspend its services hereunder or terminate this Agreement in the event of any default by Customer in any payment required to be made hereunder. Customer shall not be entitled to any refund or credit in either such event. Customer shall have the right to terminate this Agreement only in the event of any material default by Zebra, in which event Zebra's sole liability to Customer shall be to refund to Customer a pro rata portion of the amount paid by Customer for the unexpired then applicable term of this Agreement.
- B. Zebra shall have the right to modify these terms and conditions to be effective during any extension period subsequent to the then applicable Agreement term and Customer agrees that such modifications, if any, shall be applicable to any extension period. The Customer represents that it is the owner of the equipment covered under this Agreement. Any Zebra services provided outside the scope of this Agreement will be furnished at Zebra's then applicable time and material or fixed rates then in effect.

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ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
Back-to Factory Coverage

- C. Printers that have been approved for inclusion into this Service Agreement via the "Service Agreement Self-Inspection" form may be subject to a 30-day exclusion from coverage under this Agreement at the sole discretion of Zebra. Zebra will accept printers under this Agreement "sight unseen" if they are less than one year old or if coming off an existing contract. Printers which are more than one year old which are tendered for repair within 30 days after the acceptance of this Agreement by Zebra will be subject to a standard service check, along with any charges for labor and parts at Zebra's then current rates to return the printer to factory standards.
- D. This Agreement shall be deemed to be made in Illinois and shall be governed by the laws of the State of Illinois. Customer agrees that any controversies arising hereunder, including claims for money owed for services rendered, may be litigated in the state or federal courts located in Cook County, Illinois, and Customer hereby submits to the jurisdiction on such courts. Claims against Zebra under this Agreement shall only be litigated in the state or federal courts located in Cook County, Illinois.
- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, communications, discussions and correspondence concerning the subject matter hereof.

13. Cancellation Policy

You may cancel this Agreement by written notice to Zebra for a full refund within thirty (30) days of receipt of purchase order or before Zebra's receipt of the first printer, whichever comes first.