

## Terms & Conditions of Sustain Maintenance Services

### 1. SERVICES

For the Equipment covered under this Agreement, OSI Global will provide the technical support and replacement services described herein. Equipment additions or removals are subject to OSI Global's approval, as outlined in Section 6.

**a) Technical Support**

OSI Global will provide remote technical support via phone or email to assist in diagnosing hardware failures and facilitating repairs or part replacements.

**b) Equipment Replacement**

If an issue cannot be resolved remotely, OSI Global will ship replacement parts at no cost, with prepaid shipping. Parts are provided on an exchange basis; returned parts become the property of OSI Global. Unless otherwise specified, replacement inventory will reflect standard OEM configurations.

**c) Use of External Resources**

OSI Global may utilize third-party providers, subcontractors, or other outside resources to deliver some or all portions of the services. In all cases, OSI Global retains full responsibility for the performance, quality, and delivery of services to the Customer.

### 2. Service Level Agreement Definitions

OSI Global offers the following standard support service levels:

- 8x5xNBD Service (NBD): Help desk, online portal, and hardware replacement support available during local business hours (8 hours/day, 5 business days/week, excluding recognized business holidays). Requests must be received by 3:00 PM local time to qualify for next business day (NBD) service.
- 8x5xNBD Service, with Field Services (NBD-FS): Includes all benefits of NBD support plus onsite assistance from a field engineer during business hours (8 hours/day, 5 days/week).
- 24x7x4 Service (4H): Help desk, online portal, and hardware replacement support available 24 hours per day, 7 days per week, with a 4-hour response time.
- 24x7x4 Service, with Field Services (4H-FS): Includes all benefits of 24x7x4 support plus onsite assistance from a field engineer within 4 hours, any day or time.
- SLA response times begin only upon OSI Global's receipt of sufficient information from the Customer to diagnose the issue, arrange logistics for parts and field engineer dispatch, confirm site access, and validate appropriate Customer contacts.

### 3. LIMITATIONS

Service coverage is subject to the following limitations:

- a) Additional charges may apply for support or replacement arising from:**
- Negligence or misuse

- Improper installation or maintenance
- Unauthorized movement or reconfiguration
- Unqualified repair attempts
- Damages caused by relocation of the Equipment by Customer or its contractors
- Power failures or inadequate environmental conditions
- Damage caused by external events (e.g., fire, flood, disaster)
- b)** Consumables (e.g., ink, batteries, ribbons) are excluded from coverage.
- c)** OSI Global is not responsible for performance issues caused by firmware, code, or software modifications.
- d)** Coverage excludes equipment modified with unapproved software, licenses, or upgrades.
- e)** OSI Global will not reimburse Customer for third-party licenses, software, or upgrades installed on returned equipment.
- f)** Replacement Equipment may differ from the original but will offer equivalent functionality.
- g)** Support covers hardware issues only. OSI Global may, at its discretion, assist with software or firmware-related matters provided the Customer holds proper usage rights. Such assistance will be on a best-effort basis, and the Customer remains responsible for managing licenses and updates.
- h)** Support is provided as an alternative to OEM support and is limited to hardware break/fix services. OSI Global does not provide software support, firmware or software downloads, or upgrades. Questions regarding software, system configuration, or non-hardware issues will be handled on a best-effort basis only, with no guaranteed response time or service level commitment.

## 4. CUSTOMER OBLIGATIONS

- a)** All Equipment must be in working condition at the start of coverage. Non-functional devices will be serviced on a time-and-material basis.
- b)** Customer is responsible for backing up all software, firmware, and data. OSI Global assumes no liability for data loss or downtime.
- c)** Customer must provide full configuration data to determine spare part requirements (FRUs). If not provided, OSI Global will stock FRUs on a best-effort basis.
- d)** Customer shall provide OSI Global with access to relevant sites, systems, and accurate information as needed to perform the Services.
- e)** If OSI Global's performance is delayed due to Customer's failure to meet obligations ("Customer Default"), OSI Global may suspend services until resolved and will not be liable for resulting delays or costs. Customer shall reimburse OSI Global for any resulting expenses.
- f)** Customer agrees to comply with all applicable laws.

## 5. AGENCY APPOINTMENT

Customer designates OSI Global as its agent for the purpose of facilitating OEM warranty and maintenance support. OSI Global is authorized to act on Customer's behalf to obtain services and access OEM information as required. No rights or licenses are transferred by this designation.

## 6. TERM

This Agreement is valid for the initial term stated. It renews automatically for successive one-year terms unless either party provides 30 days' written notice prior to the renewal date. Either party may terminate upon 30 days' written notice if the other party materially breaches the agreement and fails to cure the breach within that period.

## 7. FEES

- a) Service fees are defined in OSI Global's quotation or SOW.
- b) Customer may add Equipment to this Agreement at any time subject to OSI Global's quotation and written confirmation of scope and pricing. Such additions will be quoted and billed on a pro-rated basis for the remainder of the contract term.
- c) Equipment may only be removed from support with at least thirty (30) days' written notice, and only if it has been fully decommissioned and is no longer in use. Removals for convenience or discretionary reasons are not permitted.
- d) Invoices are payable in full within thirty (30) days of the invoice date, unless otherwise stated in the applicable SOW or pricing document.
- e) Late payments may result in suspension of services, reallocation of payments, or interest charges at 4% above the prevailing base rate, accrued monthly on any unpaid balance.

## 8. TERMINATION

Either party may terminate this Agreement upon notice in the event of bankruptcy, material breach not cured within 30 days, or other lawful reasons. Termination does not relieve the obligation to pay fees for services rendered and entitles the Customer to a pro-rata refund for prepaid unused services.

## 9. WARRANTIES

OSI Global warrants services will be provided professionally and in accordance with industry standards. All other warranties are disclaimed, including implied warranties of merchantability or fitness for a particular purpose.

## 10. RELATIONSHIP

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

## 11. LIABILITY

Each party's total liability is limited to fees paid in the previous 12 months. Neither party is liable for indirect or consequential damages, including but not limited to lost profits, lost revenue, or data loss, except in cases of gross negligence, willful misconduct, or personal injury. Each party agrees to indemnify the other for third-party claims arising from its own conduct or breach.

## 12. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond its control, including natural disasters, war, pandemics, or government restrictions. If such a condition lasts more than six months, either party may terminate the Agreement with written notice.

## 13. CONFIDENTIALITY

Each party agrees to protect confidential information with the same care as it does its own. Disclosure is prohibited except as required by law or with the disclosing party's consent.

## 14. NON-SOLICITATION

During the term and for one year after termination, neither party shall solicit or hire the other's employees except through general public postings.



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## **15. GOVERNING LAW AND VENUE**

This Agreement is governed by the laws of the State of California. Any disputes shall be resolved in the state or federal courts located in California.

## **16. GENERAL**

Notices must be in writing and sent to the address on record. OSI Global may assign or subcontract its obligations under this Agreement. Customer may not assign any rights or obligations without OSI Global's prior written consent. This document constitutes the full agreement. If any provision of this Agreement is found invalid or unenforceable, the remainder shall continue in full force and effect. This Agreement may only be amended or modified in writing signed by both parties.