

1. Agreement

- a. Equipment placed under this Agreement (Equipment) shall be in good and maintainable operating condition. Equipment (other than Equipment newly purchased from PDI) shall be subject to inspection by PDI to determine if it is in good and maintainable operating condition. The cost of the inspection and all repairs or adjustments need by PDI shall be made at PDI's then current rates and charges.
- b. In the event any Equipment is moved to a new location during the term of this Agreement, PDI at its option, may either (i) terminate this Agreement only as to the Equipment being moved effective as of the day before the move; or (ii) inspect and repair the Equipment at its new location at Customer's expense and this Agreement shall remain in effect on all Equipment whether moved or not. Equipment damaged while being moved may be excluded from this Agreement by PDI if it so elects, but the cost of inspection shall be borne by Customer. Customer shall give PDI (30) days prior notice of any Equipment being moved.
- c. Customer shall provide PDI representatives with the full and free access to the Equipment, an adequate working area and a storage area for PDI equipment, if needed. Waiver of liability or other restrictions shall not be imposed as site access requirements. A representative of Customer shall be on the premises during PDI's performance of maintenance services. Customer will allow PDI to use necessary machines, communications facilities, features and other equipment (except as normally supplied by PDI) at no charge.

2. Service

- a. PDI will provide the maintenance services selected by Customer on the cover sheet. All labor, parts, travel and expenses necessary to perform the maintenance services will be provided by PDI.
- b. Remedial Maintenance - If selected on the cover sheet, PDI will respond within four (4) hours of notice that Equipment is inoperative. PDI will commence restoration to an operative condition subject to the Exclusions set forth in Paragraph 4. Customer shall provide PDI service personnel immediate access to the Equipment upon their arrival at Customer's site. Service requested for other times (nights, weekends, and holidays) shall be billed out at the difference of PDI's overtime rate and standard rate unless 7x24 Coverage is specified on the cover sheet.
- c. New or equivalent to new standard parts will be used in effecting repairs. Parts will be furnished on an exchange basis and replaced parts shall become property of PDI.
- d. All Equipment at each site shall have the same type of maintenance service coverage. If Equipment is added to the Agreement, the Service Commencement Date for this Agreement shall remain the same and the annual maintenance cost for the added Equipment shall be prorated for the period of its addition to the Service Commencement Anniversary Date.
- e. If persons other than PDI representatives perform maintenance on Equipment, or repair or alter the Equipment, and, as a result, further repair by PDI is required to restore the Equipment to good and maintainable operating condition, PDI may at its sole election either (i) make such repairs at PDI's then current rates and terms, or (ii) delete the Equipment so effected from coverage without adjustment for the service charges for the current year.

3. Charges And Taxes

- a. Base charges and frequencies of service are set forth on the cover sheet. All state and local levies on or measured by the Agreement or the charge for services hereunder shall be borne by Customer (exclusive of taxes based upon PDI's net income). All such tax shall be separately stated on PDI invoices and shall be waived if the Customer provides PDI necessary evidence of exemption.
- b. PDI may change charges on the Service Commencement Anniversary Date of this Agreement by giving thirty (30) days prior written notice. If this is a multi-year agreement, specifying on the cover sheet the charges for the multi-year term, PDI may change the charges for subsequent terms at the conclusion of the multi-year term by giving thirty (30) days prior written notice. Changes in Equipment, attachments, or features may result in adjusting of base charges.

- c. All payments for base charges, inspections and additional services shall be due upon receipt of invoice. All accounts not paid within thirty (30) days of invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month (EIGHTEEN PERCENT (18%) ANNUAL PERCENTAGE RATE), or if such rate shall exceed the maximum rate allowed by law in the state where the Equipment is located, then at such maximum rate.

4. Exclusions

Maintenance service under this Agreement shall not include: (i) electrical work or utility changes external to the Equipment; (ii) repairs necessitated by lightning, flood, fire, or other acts of God or vandalism; (iii) making Customer sponsored specification changes; or adding or removing accessories, attachments, or other devices; or performing services connected with relocation of Equipment; (iv) repair of damage resulting from accident, transportation, neglect, abuse, misuse, failure of electrical power, air conditioning or humidity control, causes other than ordinary use, or failure or malfunction of attached, related, collateral or ancillary Equipment not covered by this Agreement; use of Equipment for purposes other than uses for which power centers are intended; and damage due to any repairs, maintenance or alteration by other than PDI authorized personnel; (v) service which would be impractical for PDI's service personnel to render because of alterations in the Equipment or its connection by mechanical or electrical means to another machine or device; (vi) programming support; (vii) consumable parts such as printer paper; and (viii) any other service required to put the Equipment in good maintainable operating condition due to reasons other than normal wear and tear.

Exceptions to the exclusions must be in writing and signed by PDI and Customer as an addendum to this Agreement. PDI will provide the services hereunder only with reasonable diligence and care. PDI is not responsible for Equipment failure or failure or delay in rendering service or maintenance due to causes beyond the control of PDI, including but not limited to acts of God, acts of omission of carriers, unavailability of parts, labor disputes or any and all other causes not the fault of PDI. In no event shall PDI be liable for loss of data, loss of profits or direct or indirect damage to other attached, related, collateral or ancillary Equipment. PDI WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES NOR SHALL THE LIABILITY OF PDI FOR DAMAGES TO THE CUSTOMER EXCEED THE AMOUNT OF THE BASE ANNUAL CHARGE APPLICABLE TO THE SERVICE ON THE EQUIPMENT WHICH CAUSED THE ALLEGED DAMAGE TO THE CUSTOMER.

5. General

- a. This Agreement replaces any previous maintenance or service agreements for the Equipment and the provisions hereof shall prevail over the terms and conditions of any orders submitted by Customer for the service being provided hereunder.
- b. Neither this Agreement nor any rights hereunder may be assigned by Customer without prior written consent of PDI nor may this Agreement be modified or canceled except by a written instrument signed by PDI and Customer.
- c. All arrangements for the procurement and installation of non-PDI communication media (telephone, telegraph, fax, etc.) are the responsibility of Customer.
- d. No action, regardless of form, arising out of this Agreement or any transaction contemplated hereby may be brought by either party more than two (2) years after it arises except for an action of nonpayment against Customer.
- e. PDI may terminate this Agreement at any time upon written notice to Customer if Customer fails to timely perform its obligation hereunder. Customer represents that it owns the Equipment or is authorized to execute this Agreement on behalf of the owner and that it will indemnify and save harmless PDI against any claims by third parties arising out of PDI's proper performance hereunder. This Agreement shall be governed by the laws of the Commonwealth of Virginia and shall only be effective upon execution by a duly authorized representative of PDI at PDI's office in Richmond, Virginia.