

**RVB Systems Group
EQUIPMENT MAINTENANCE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 200_, by and between **RVB SYSTEMS GROUP (RVB)** and _____ (“Customer”).

1. **COVERED EQUIPMENT.** The equipment for which maintenance is offered under this Agreement by RVB is identified in the Approved Equipment Schedule acknowledged and agreed by RVB and the Customer and attached hereto (the “Equipment”). Customer certifies that the Equipment is in good operating condition as of the commencement date of this Agreement. In the event any of the Equipment should suffer “excessive failure” within the first three (3) months of the term of this Agreement and such “excessive failure” indicates that the equipment in question was not, in fact, in good working order as of the commencement date of this Agreement, RVB may:
 - A) contact Customer to discuss RVB’s concerns in an effort to find a solution that is satisfactory to Customer and RVB;
 - B) declare such equipment as a Maintenance Service Exclusion, as described in Sections 5.1 and 5.2 of this Agreement, and separately charge for service on the equipment in question ; or
 - C) after attempting to reach a satisfactory solution as described by subparagraphs 1. A) and B), above, cancel this Agreement and refund any amounts due to Customer pro rata, based on the time remaining in the Agreement Term.

2. **CONTRACT TERM AND EXTENSIONS.** RVB Systems Group shall, for the term of the Agreement, (Commencement Date _____/Expiration Date _____), furnish maintenance service at our depot for the equipment identified on the Approved Equipment Schedule. The Agreement shall automatically renew at the end of the initial term upon payment by Customer of RVB’s next invoice.

3. **CANCELLATION.** This Agreement can be canceled with respect to all or any of the Equipment by either party by giving the other party thirty (30) days written notice. No termination of this agreement shall relieve the customer of making payments due pursuant to the terms of this Agreement.

4. **REGULAR BUSINESS HOURS.** All services provided pursuant to the terms of this Agreement shall be performed during regular business hours at our depot. Regular business hours are between the hours of 9:00 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday, excluding RVB holidays.

5. **MAINTENANCE SERVICE.** Subject to the terms of this Agreement, RVB shall make all necessary adjustments and repairs to keep the Equipment in good operating condition in accordance with RVB’s policies then in effect. Parts will be replaced on an exchange basis only. RVB reserves the right to use remanufactured or refurbished

parts. Such parts will be equivalent to new when installed in the Equipment. All exchanged parts will become the property of RVB.

For as long as this Agreement is in effect, Customer is responsible for making the Equipment, along with any appropriate consumable supplies (such as paper and ribbons), available to RVB personnel. Freight expense associated with shipping Equipment to RVB's depot is the responsibility of Customer. RVB will pay UPS Ground or equivalent freight rates to ship Equipment back to Customer or designated ship-to location.

6. **MAINTENANCE SERVICE EXCLUSIONS.** The following are not included in maintenance service:
1. Equipment not in good operating condition as of the commencement date of this Agreement.
 2. Repair service necessary to return any Equipment described in 5.1 above to good operating order during the first 3 months of the term of this Agreement.
 3. Wall chargers, batteries, diskettes, synapse cables, expendable supplies and non-repairable accessories.
 4. Adding, changing or removing features or options or making other functional changes to any of the Equipment.
 5. Providing consumable supplies (such as paper and ribbons), even if consumed while performing maintenance services.
 6. Maintenance due to usage in an improper environment or in excess of any of the Equipment's duty cycle or due to modifications or additions to any of the Equipment not made or provided by RVB.
 7. Systems engineering services, programming services, and operational procedures of any sort.
 8. Maintenance, repair or replacement of parts or any of the Equipment when these services are required due to:
 - (A) Abuse, misuse, accident, neglect, or other loss or damage to any of the Equipment due to a cause or causes external to the Equipment.
 - (B) Failure by the Customer to properly perform any of Customers responsibilities as established in this Agreement or the failure of the Customer or end-user to operate the Equipment in accordance with its manufacturer's specifications.

All maintenance service excluded pursuant to this Section 5 that RVB Systems Group personnel may perform on any of the Equipment, upon Customer approval, shall be separately chargeable in accordance with RVB's then current rates, terms and conditions for time and materials and service.

7. **PRICE, BILLING FREQUENCY, AND PAYMENT.** RVB shall bill and Customer shall pay maintenance charges as set forth on the Approved Equipment Schedule. Any additional or other charges shall be invoiced to Customer separately. RVB shall bill customer monthly, quarterly or annually in advance as indicated on the Approved Equipment Schedule.

It is agreed that if after the commencement date of this Agreement there is an increase in RVB's maintenance charges and RVB gives Customer ninety (90) days written notice of such increase, RVB may change any applicable charges.

Payments shall be made by the Customer in accordance with the terms of the invoice and shall be sent by the Customer to RVB to the address shown on RVB's invoice to Customer.

8. **TAXES.** Customer shall in addition to the other amounts payable under this Agreement pay all sales and other taxes, federal, state or otherwise, however designated which are levied or imposed by reason of the services provided pursuant to this Agreement.
9. **CONDITIONS OF SERVICE.** This Agreement is contingent upon proper use of the Equipment and does not cover equipment which has been modified without RVB's approval or which has been subjected to unusual physical or electrical stress or in which the original identification marks have been removed or altered. RVB shall not be responsible to the Customer for loss of use of any of the Equipment or for any other liabilities arising from alterations, additions, adjustments or repairs which had been made to the Equipment by other than authorized representatives of RVB.
10. **WARRANTY AND DISCLAIMER.** RVB WARRANTS ITS MAINTENANCE SERVICES FOR SIXTY (60) DAYS FROM THE DATE OF SHIPMENT OF THE REPAIRED EQUIPMENT. THIS WARRANTY COVERS THE PARTS THAT WERE REPAIRED OR REPLACED DURING THE REPAIR AND THE LABOR ASSOCIATED WITH THE REPAIR OR REPLACEMENT. RVB SPECIFICALLY DISCLAIMS AND CUSTOMER ACKNOWLEDGES THAT CUSTOMER RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RVB SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WITH RESPECT TO THIS AGREEMENT AND THE SERVICES PROVIDED.
11. **NOTICES.** Legal notices and all other communications concerning this agreement and services to be provided hereunder shall be sent to the attention of RVB's Chief Operating Officer.

12. **GENERAL.** This document, along with the Approved Equipment Schedule, represents the entire Agreement between RVB and Customer; it may be supplemented or amended only by a written document signed by both parties. RVB may, in its discretion, utilize people who are not full-time RVB's employees in providing service hereunder. RVB may discontinue providing service on any product if RVB cannot obtain an adequate supply of spare parts and supplies on a reasonable basis. Prepaid charges will be refunded on a pro-rata basis in this event. Customer may not assign this Agreement without the prior written consent of RVB Systems Group, which will not be unreasonably withheld; any such assignment not so consented is void.
13. **GOVERNING LAW.** This Agreement and performance thereunder shall be governed by and be construed in accordance with the laws of the State of North Carolina.
14. **ENFORCEABILITY.** If any provision of of this Agreement shall be held to be invalid, illegal or unenforceable, the validity and legality and enforceability of the remaining provisions shall in no way be affected or impaired.
15. **WAIVER.** The waiver or failure of either party to exercise in any respect any right provided herein shall not be deemed a waiver of any further right hereunder.

RVB Systems Group.

By: _____

Title: _____

CUSTOMER:

By: _____

Title: _____