



SERVICE MAINTENANCE AGREEMENT

Terms and Conditions

Enabling Technologies, Inc. (SERVICE PROVIDER) located at 1310 Business Park Place, Jensen Beach, Florida 34957 USA, and the product owner (CUSTOMER), shall agree as follows:

RESPONSIBILITIES OF SERVICE PROVIDER

A. SERVICE PROVIDER agrees to provide and CUSTOMER agrees to accept Maintenance Service selected by CUSTOMER for factory depot repair and maintenance services (in-house at our factory) for the equipment (PRODUCT) during the Principal Period of Maintenance.

B. SERVICE PROVIDER or its designated assigns shall provide maintenance and repair services as outlined in the selected service plan in accordance with the limitations set forth in this agreement, provided that such maintenance and repair are not occasioned by the fault or negligence of CUSTOMER, by power failures or fluctuations, air conditioning failures, or shipping damage.

C. Only new standard parts or parts of equal quality shall be used in effecting repairs. Parts which have been replaced shall become the property of SERVICE PROVIDER.

D. SERVICE PROVIDER may install SERVICE PROVIDER'S specified engineering changes to minimize product failure at the time of repair at SERVICE PROVIDER'S expense.

E. SERVICE PROVIDER shall pay the shipping costs to return repaired PRODUCT to CUSTOMER upon completion of needed maintenance and repairs. This includes return shipment via standard GROUND service to the CUSTOMER within the United States including appropriate shipping insurance. If special or expedited shipping is requested, then additional charges will be billed to the CUSTOMER.

F. Upon completion of needed maintenance and repairs, SERVICE PROVIDER

shall furnish a written record or summary of the parts which have been replaced for the PRODUCT.

G. For the entire period of this agreement SERVICE PROVIDER agrees to keep in force General Liability Insurance, Worker's Compensation Insurances and General Hazard Insurance covering SERVICE PROVIDER'S employees and facilities. SERVICE PROVIDER further agrees to provide General Hazard Insurance covering CUSTOMER'S PRODUCT while said PRODUCT is in the direct possession of SERVICE PROVIDER. This insurance does not cover any form of loss for PRODUCT not in the direct physical possession of SERVICE PROVIDER.

RESPONSIBILITIES OF CUSTOMER

A. CUSTOMER shall maintain site environmental conditions throughout the period of this Agreement in accordance with the specifications as outlined in the PRODUCT User's Manual.

B. CUSTOMER shall keep foreign objects off and out of the PRODUCT. Examples of foreign objects might be paper clips, staples, beverages or any other object that could fall or spill into the covered equipment. Damage caused by said foreign objects is not covered under this agreement and the cost of these repairs will become the responsibility of the CUSTOMER.

C. CUSTOMER shall promptly notify SERVICE PROVIDER'S Customer Support Department upon discovery of a PRODUCT failure. The CUSTOMER is responsible for performing the following functions in preparation for having a PRODUCT returned for service:

1. Perform all steps for self-test and troubleshooting specified in the PRODUCT User's Manual or requested by SERVICE PROVIDER'S support staff.

2. Provide in writing the current failure symptoms, model number and serial number and return shipping contact

information. The return shipping information should include all necessary address information, contact person and contact telephone information.

3. Any charges for damages that may result from PRODUCT not being returned in the original or equivalent protective packaging are the responsibility of the CUSTOMER. New packaging costs and any associated shipping expenses to send these materials to the CUSTOMER'S location are not part of this agreement and are the responsibility of the CUSTOMER.

4. When the CUSTOMER'S equipment is shipped to SERVICE PROVIDER'S factory, the CUSTOMER here by agrees to pay all costs of shipping, handling, freight and full insurance for the value of the PRODUCT. Any damage caused by the shipping company is not covered under this agreement and will become the responsibility of the CUSTOMER.

5. SERVICE PROVIDER will accept receipt of the PRODUCT only at the designated factory location.

D. If CUSTOMER caused modifications to be made or accessories or devices not covered by this agreement to be added to the PRODUCT, then maintenance service will be supplied provided such modifications or attachments make it impractical for SERVICE PROVIDER to render maintenance service, in which case SERVICE PROVIDER shall be relieved of its responsibilities for the PRODUCT repair.

If the modifications or attachments increase maintenance costs, SERVICE PROVIDER shall have the right to adjust accordingly the maintenance charges. CUSTOMER shall be responsible for the storage of any parts removed from the PRODUCT as a result of an attachment to or alteration in the PRODUCT and for restoring the PRODUCT to normal conditions when the attachment or alteration is removed.

LIMITATION OF SERVICE

A. This service agreement does not extend to defects resulting from improper use or unauthorized service by CUSTOMER, its employees or assigns. Damage resulting from improper use of the product is not covered by this agreement.

B. All services provided under this agreement will be performed during

SERVICE PROVIDER'S normal operating hours. For purposes of this agreement, SERVICE PROVIDER'S normal hours are 9:00 AM to 4:00 PM Eastern time Monday thru Friday excluding SERVICE PROVIDER'S standard holidays. An exact listing of SERVICE PROVIDER'S holiday schedule is available upon request.

C. The sole remedy for SERVICE PROVIDER'S liability with respect to services performed under this agreement shall be limited to the correction of any alleged defective services provided by the SERVICE PROVIDER. SERVICE PROVIDER shall in no event be liable for any incidental or consequential damages.

D. This agreement does not cover any parts that have malfunctioned due to excessive wear of the equipment. If the CUSTOMER chooses not to repair or replace the worn part(s), then the CUSTOMER becomes responsible for any and all damage caused by the part(s) or any related parts or components.

If the CUSTOMER decides to repair or replace the part(s), the CUSTOMER shall be responsible for the cost and labor of the repaired or replaced part(s) at the current specified labor rate.

E. CUSTOMER may review SERVICE PROVIDER'S Maintenance & Repair Policy Statement found on SERVICE PROVIDER'S website at <http://www.braille.com/ftp/etcmaintenance-repairpolicy.pdf>. A print or electronic copy of the Maintenance & Repair Policy Statement is available upon request.

INVOICES, PAYMENTS AND CHARGES

Annual maintenance charges shall begin on the effective date of this agreement and shall be invoiced in advance. Any other charges shall be invoiced at the time such charges are incurred. Invoices issued pursuant to the agreement shall be due and payable thirty (30) days after

the date of the invoice.

Failure to pay invoices due within the terms stated herein relieves SERVICE PROVIDER of all responsibilities under this agreement. If invoices due remain unpaid for a period of sixty (60) days beyond the due date stated on the invoice, SERVICE PROVIDER reserves the right to terminate eligibility for coverage under the current and any future service agreement for PRODUCT.

After the SMA is purchased, there are no refunds available at any time.

If CUSTOMER sells an embosser currently under an annual SMA, then current SMA may be transferred from CUSTOMER to new owner. The current SMA terms and conditions and effective dates will remain the same. CUSTOMER must provide new owner contact information, in writing, to SERVICE PROVIDER within 30 days of embosser sale. SERVICE PROVIDER reserves the right to cancel current SMA, with no refund, if written notice of SMA transfer is not received from CUSTOMER.

LIMITATION OF REMEDY

A. In the performance of this agreement the SERVICE PROVIDER shall be liable only for the expense of providing the repairs and maintenance outlined in the service plan selected by CUSTOMER. No liability will arise if the performance of such service is prevented by declared government emergencies, civil disturbances, strikes or other causes beyond the SERVICE PROVIDER'S control.

B. CUSTOMER agrees that neither the SERVICE PROVIDER nor its agents and employees shall be liable for any loss or damage to the PRODUCT or other property, or injury or death of CUSTOMER'S agents, employees or customers arising in connection with the maintenance services provided by the SERVICE PROVIDER under this agreement unless such loss, damage, injury or death results solely from the negligence or misconduct of the SERVICE PROVIDER'S agents or employees.

C. SERVICE PROVIDER shall not be liable for any damages caused by delay in furnishing maintenance services or any other performance under this agreement. The sole and exclusive remedy for SERVICE PROVIDER'S liability of any kind, including liability for negligence with respect to maintenance services

furnished under this agreement, shall be limited to the correction of any alleged defective maintenance service provided by SERVICE PROVIDER provided the maintenance was in fact defective. SERVICE PROVIDER shall in no event be liable for any incidental or consequential damages.

GENERAL PROVISIONS

A. There are no understandings, agreements, or representation, expressed or implied, not specifically stated in this agreement.

B. This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except as provided herein or by a written amendment mutually executed by authorized agents of the parties hereto.

C. No action, regardless of form arising out of the transactions under this agreement may be brought by either party more than two (2) years after the cause of action was accrued.

D. Renewal of the agreement is not automatic and is a mutual responsibility shared by SERVICE PROVIDER and CUSTOMER. Offer of renewal of the agreement is at the sole discretion of the SERVICE PROVIDER.

If during the principal period of maintenance SERVICE PROVIDER declares that PRODUCT covered by this agreement is not repairable, for any reason, then the agreement will end and will not be eligible for renewal. No refunds of any kind will be issued if PRODUCT is declared not repairable by SERVICE PROVIDER.

E. In order for PRODUCT to be eligible for coverage under any service maintenance agreement, said PRODUCT must have been covered by the original warranty or a qualifying service agreement for the entire product life to date. Any lapse of coverage from the termination date of the original warranty exceeding 60 days will terminate eligibility for coverage under any future service agreement.

F. Platinum level SMA loaner embosser terms. If loaner embosser is sent to CUSTOMER by SERVICE PROVIDER it remains the property of SERVICE PROVIDER and is only on loan until CUSTOMERS embosser is returned to them. After CUSTOMERS embosser is received they will have 10 working days to arrange with SERVICE PROVIDER to have loaner embosser retrieved from CUSTOMERS location. The SERVICE PROVIDER will retrieve the embosser from the same address the SERVICE PROVIDER used to ship the loaner to the CUSTOMER. If CUSTOMER does not make arrangements with SERVICE PROVIDER to have loaner embosser retrieved within 10 working days of receiving their embosser then SERVICE PROVIDER reserves the right to invoice CUSTOMER for the retail cost of the loaner embosser.

Exclusions for eligibility of a loaner embosser would include A. CUSTOMER sending embosser in for a cleaning only (no malfunction). Eligibility of a loaner embosser only applies when CUSTOMERS embosser experiences a malfunction and must be return to SERVICE PROVIDER for repair in order for it to be used. B. CUSTOMER is closed for either a holiday or extended break/vacation. C. SERVICE PROVIDER is closed for either a holiday or extended break/vacation.

Service Plan Definitions:

Silver:

At the silver level one repair per annual SMA term is included. Customer pays shipping to the factory and return shipping via ground service is included in the agreement price. Also included is unlimited email and telephone support.

Gold:

At the gold level unlimited repairs per annual SMA term is included (limited to one cleaning, with no embosser malfunction, per annual SMA term). Customer pays shipping to the factory and return shipping via ground service is included in the agreement price. Also included is unlimited email and telephone support.

Platinum:

At the platinum level unlimited repairs per annual SMA term is included (limited to one cleaning, with no embosser

malfunction, per annual SMA term). Customer pays shipping to the factory and return shipping via ground service is included in the agreement price. Included is unlimited email and telephone support.

Also included in the platinum level is a 3 working day repair guarantee at SERVICE PROVIDER facility, excluding SERVICE PROVIDERS standard or federal holidays. If the repair of CUSTOMERS embosser is not completed in 3 days at SERVICE PROVIDERS facility then SERVICE PROVIDER will send a loaner embosser to CUSTOMER at no charge (including round trip ground shipping) to be used by CUSTOMER until CUSTOMERS embosser is repair and returned. The loaner embosser will be a current model and will match or exceed the CUSTOMERS embosser CPS rating.

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