
**Data Financial, Inc. Equipment Service Agreement
Terms and Conditions**

1. This Agreement applies to existing equipment based on the customer's operational run times at time of Agreement. If the customer adds equipment modules or significantly increases run time, DFI reserves the right to adjust pricing or terminate the Agreement.
2. The customer must designate a System Administrator who will serve as the primary contact with DFI for support. The customer will also designate qualified personnel with authorization to approve and accept the functions of the equipment at completion of service. To obtain service, the DFI Call Center should be called at (800) 334-8334.
3. Services provided under this Agreement will be performed by DFI or its authorized representatives.
4. Service will be provided during usual and customary business hours (Principal Period of Maintenance): Monday – Friday, 8:00am – 5:00pm, excluding national holidays. Service may be requested after hours and on weekends. If provided, the service (labor only) shall be considered outside the coverage of this Agreement and invoiced at the prevailing DFI after hour's service rates.
5. Work done under this Agreement will be performed during the Principal Period of Maintenance (PPA) as defined elsewhere in this Agreement. Response time commitments reflect averages and begin at the time the service calls dispatched by DFI following efforts to correct the problem on the phone, where possible. Labor for work done outside of the PPM will be subject to the terms of DFI's hourly maintenance at current rates with response time based on best efforts.
6. Payment for work under this Agreement will be due thirty (30) days from the date of the invoice. Unless otherwise noted, the customer is responsible for the payment of all taxes, licenses, duties and governmental exactions for services or parts that may be rendered or used in connection with this Agreement. If the purchase of service and support is exempt from sales tax the customer must submit an executed tax exemption, certificate or direct pay permit for commodity sales to the site location where the services is to be performed.
7. A service charge of 1.5% per month will be charged on past due accounts. This Agreement may be terminated by DFI immediately upon notice if payment for the Agreement is not received by the invoice due date.
8. The customer's responsibilities in this Agreement include: routine maintenance, cleaning, following operating instructions, making the equipment immediately available for service when requested or paying DFI's current billable labor rates for waiting time or canceled calls, providing consumables necessary for performing services, providing full and safe access to the equipment, implementing recommended engineering changes, and assisting DFI representatives with remote diagnosis of equipment and software problems.
9. DFI will not be responsible for performing Agreement service on equipment that has been moved from its original location, for service due to modifications to the equipment not recommended by DFI or for Agreement service or repair of damage caused by failure to provide or maintain appropriate input power, temperature, humidity, electrical grounding, or other environmental requirements. DFI is not responsible for moving or for disconnecting or reconnecting equipment unless contracted to do so.
10. This Agreement includes service, cleaning, inspection, and preventative maintenance for the listed equipment. Preventative Maintenance may be done at the time of a service call or scheduled as a dedicated call. Consumable parts are not included in the Agreement unless noted to the contrary under 'Special Terms and Conditions' on the face (page one) of this document.
11. In the event parts for the equipment covered by this Agreement are discontinued by the original manufacturer, coverage shall be limited to labor and preventative maintenance only. If available, reconditioned or remanufactured parts will be offered and included.
12. In the event equipment is deemed non-repairable due to age, wear, parts availability, or other circumstances, DFI reserves the option to cancel the Service Agreement and refund the pro-rated amount paid.
13. Parts will be replaced as deemed necessary by the DFI Service Engineer. Parts that must be replaced under the terms of this Agreement may be used, repaired, or rebuilt and will be furnished on an exchange basis, with the replaced part becoming the property of DFI. If such parts are furnished under Agreement that are non-parts inclusive, they will be billed at prevailing rates.
14. This Agreement does not cover cases of damages and defects caused by accident or customer misuse which are beyond the control of DFI.
15. DFI Equipment Service Agreements are invoiced annually, at the commencement of the Agreement. Terms: Net 30 days.
16. The service outlined in these terms are DFI's only obligation, DFI shall not be liable for delay in performance or non-performance of this Agreement due to causes beyond the control of DFI. If the equipment malfunctions due to improper preventive maintenance or service under this Agreement within 30 days from the date such service was performed, DFI shall repair the equipment at no charge.
17. This Agreement may be terminated by either party upon ninety (90) days written notice in entirety or for individual equipment. This Agreement will be prorated and refund(s) issued accordingly. This Agreement will automatically annually renew on the anniversary date at the current equipment service rates. Thirty (30) days written notice is required if continuing Service under the terms if this Agreement is declined.
18. DFI will not be responsible for any special, consequential or incidental damages resulting from the sale, use or improper operation of the equipment or software regardless of the cause. Such damages for which DFI will not be responsible include, but are not limited to, loss of revenue or profit, downtime costs, loss of use of the equipment, costs of any substitute equipment facilities or services, or claims of customer for such damages. In no event shall DFI be liable to the customer or any other person for direct damages with respect to the services in excess of the price actually paid by the customer to DFI for such services.
19. Neither Party shall have the right to assign this Agreement without the prior written consent of the other Party except that either Party may, without having to obtain the consent of such other Party, (a) assign its rights and/or delegate its duties hereunder to another wholly-owned (directly or indirectly) subsidiary of the Party or (b) assign or otherwise transfer the right to receive payments under this Agreement.
20. This Agreement and constitutes the entire Agreement between the parties and cannot be amended except in writing, signed by authorized representatives of both parties.
21. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which it is executed. DFI hereby certifies it is legally authorized to conduct business and has been licensed in accordance with all applicable jurisdictions.