

OPTICAL MARK READER MAINTENANCE SERVICE AGREEMENT TERMS AND CONDITIONS

1. Scantron Corporation ("Scantron"), will provide the customer ("Customer") signing this Optical Mark Reader ("OMR") Maintenance Service Agreement (the "Agreement") services to repair or replace parts necessary to keep the equipment listed in the attached schedule (the "Equipment") in proper operating condition and will make necessary adjustments to keep the Equipment in proper operating condition.
2. Customer, by its acceptance signature hereon, agrees to furnish Scantron with quantities, model numbers, and when possible, serial numbers for the Equipment to be covered. Customer also agrees to notify Scantron of modifications to the Equipment inventory.
3. Preventive maintenance and cleaning inspections will be performed according to Scantron's published Preventive Maintenance Schedule.
4. Replacement parts will be provided at no charge except for those parts which by their nature are considered consumable (example: ribbons, paper, print bands, organic photo conductor kits). Scantron agrees to maintain at its location the stock of parts it considers adequate to maintain the Equipment.
5. Customer, by its acceptance signature hereon, agrees to notify Scantron by telephone or in writing of all service call requests. Scantron agrees to respond to those calls in a timely manner.
6. Onsite
Service calls will be made at Customer's premises during regular business hours defined as Monday through Friday between 8 A.M. and 5 P.M. except for Scantron's observed holidays. The cost of mileage and labor to affect such service calls will be borne by Scantron.
7. Enhanced Depot
Upon equipment failure, Customer shall notify Scantron during regular business hours. Upon notification, Scantron will ship via next day air a similar/equivalent loaner machine to Customer. Upon receipt, Customer must immediately return failed Equipment via the enclosed shipping label to an authorized Federal Express drop-off location or driver. Scantron will repair the failed Equipment and return to Customer. Upon receipt of the original Equipment, customer will return the loaner machine back to Scantron via the enclosed shipping label to an authorized Federal Express drop-off location or driver. In the event Customer fails to return the loaner equipment within ten (10) business days, the customer shall be charged the full retail value of the loaner machine.
8. Central Exchange
In the case of Equipment failure, Customer shall promptly call Scantron's Call Center for diagnosis and consultation. Within one (1) working day of the diagnosis, Scantron will ship a replacement for the Equipment. Customer shall install the replacement per Scantron's specifications. Within five (5) business days of receipt of the replacement, Customer shall return the original, faulty Equipment to Scantron via the enclosed shipping label to an authorized Federal Express drop-off location or driver. In the event the customer fails to return the failed Equipment within ten (10) business days, Customer shall be charged the full retail value of the Equipment.
9. Depot
Customer shall ship, at their own expense, failed Equipment to Scantron's Depot Service Center. Scantron will restore the equipment to good operating condition. Scantron will then ship the equipment back to the Customer location. The cost of return shipping shall be paid by Scantron.
10. Costs of mileage and labor necessary to make service calls other than during normal business hours will be charged to Customer separately at Scantron's then current rates.
11. Maintenance provided under this Agreement shall extend to service, repairs and replacements made necessary by normal wear and usage of the Equipment. Maintenance provided under this Agreement shall not include any service, repairs or replacements required or made necessary as a result of the use of non-Scantron software, hardware or forms, electrical power failure, fire, theft, software virus, water, casualty, employee negligence, abuse, misuse, inadequate or inappropriate environment, room size, inadequate ventilation, or other external forces.
12. Scantron warrants that the maintenance services provided under this Agreement will be provided in a professional and workmanlike manner. Scantron's responsibility under this Agreement is limited to providing service, replacement or repair, in full satisfaction of all of Customer's claims relating to the maintenance services. SCANTRON DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EQUIPMENT WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR THAT DEFECTS IN THE EQUIPMENT WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 12, ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES WITH RESPECT TO ANY SERVICE, MAINTENANCE OR OTHER ITEM FURNISHED BY OR ON BEHALF OF SCANTRON UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. Scantron's entire liability, whether in contract, tort (including negligence), product liability, strict liability, or other legal or equitable theory, for any claim arising from or related to this Agreement or any maintenance, services or other items furnished or to be furnished under this Agreement, will in no event exceed the fees paid to Scantron by Customer for such services during the three (3) month period immediately preceding the occurrence of the event giving rise to the cause of action. No action related to this Agreement may be brought more than two (2) years after the occurrence of the event giving rise to the cause of action.

IN NO EVENT WILL SCANTRON BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR LOST DATA, LOST PROFITS, INTEREST OR COST OF MONEY; OR FOR COVER; OR FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SCANTRON'S PERFORMANCE OR NONPERFORMANCE OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF ANY ITEM OF MAINTENANCE OR SERVICES.
14. During the term of the Agreement, and for a period of one (1) year thereafter, neither party shall hire personnel of the other party involved in the efforts performed hereunder, without the express written consent of the other party.
15. Customer further agrees to pay net due invoices rendered by Scantron within thirty (30) days of the invoice date in consideration of the above-described service. Interest will be assessed on all outstanding balances at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less. Customer agrees that Scantron shall have the right to offset any amounts owed by Scantron to Customer under other contracts, purchase orders, or agreements between the two parties against any non-current, unpaid invoices, claims, or demands for payment owed to Scantron by Customer hereunder.
16. Customer shall pay or reimburse Scantron for any taxes now or hereafter imposed, levied or based on this Agreement, or on the services rendered or parts supplied pursuant to this Agreement, including the sales and use taxes, personal property taxes and excise taxes based on gross revenue.
17. This Agreement shall become effective upon acceptance by Scantron. It shall remain in effect for the period stated and be automatically extended for successive periods of one (1) year unless and until terminated. However, either party may, at any time, terminate this Agreement upon ninety (90) days written notice. If terminated, Scantron will in turn prorate on a basis of 1/12 per month, the unused portion of any fee which has been paid.