

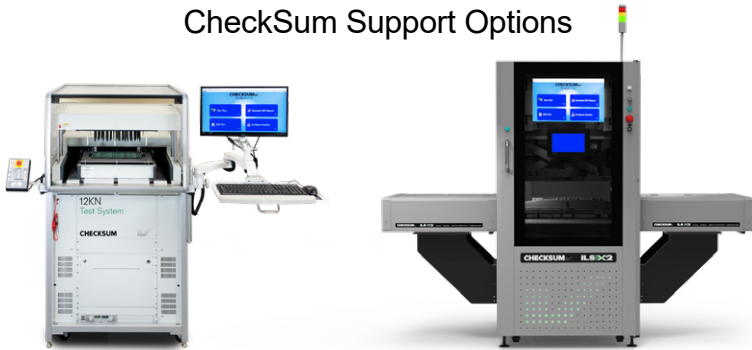




















## Support Agreements



Checksum has been supporting mission critical test operations for more than 30 years. Our customers count on us to ensure the quality of their products. We understand just how important it is to keep your production lines running.

We offer extended support agreements that help customers reduce down-time and control costs. Eliminating the need to process a PO for support, or covered items, saves time when you need to get back up and running quickly. Annual training, preventive maintenance, local spare parts, and calibration are included to ensure customers are getting the optimum performance in their test operations.

Checksum Support Options		Pay - Go	Standard Fixture Support	Extended Production Support
			 CHECKSUM Test Fixtures™	 CHECKSUM 12KN™  CHECKSUM ILS-X2™
<b>Technical Support Per Case Evaluation:</b> Technical Support Is Billed At \$375/HR Two Hour Minimum.				
<b>Standard Technical Support:</b> Response within 72 Hrs After Receipt of PO				
<b>Priority Technical Support:</b> Response within 24 Hrs of Case Submission Via CheckSum Web Support Portal.				
<b>Engineer-to-Engineer Support:</b> Via Phone, Email, and Remote Internet Connection, no PO Required.				
<b>Discounted Spare Parts and Damage Repair:</b> 20% Discount on Repairs or Replacement of Non-Covered Items				
<b>Access to Regional Stock Locations:</b> Available for Support Agreement Customers				
<b>Service Parts and Labor:</b> For On-Site or In-Factory Repair Service of Covered Items. (Does Not Include Travel Expenses)				
<b>Annual Training:</b> At CheckSum factory or on-site. (Does Not Include Travel Expenses)		\$6000		
<b>Free Software Updates:</b> Includes New Features, Enhancements, and Bug Fixes		\$5000		
<b>Annual Preventive Maintenance, and System Calibration:</b> (Does Not Include Travel Expenses)		\$4000		
Support Package Pricing:		\$375.00 Per Hour	\$1500 to \$2500 Per Fixture	Call for Quote

## **CHECKSUM SERVICE CONTRACT**

The following terms and conditions ("Service Contract") supplement and are in addition to the Terms and Conditions of Sale of CheckSum LLC ("CheckSum") and/or such other terms and conditions as are mutually agreed upon in writing between the parties ("Terms and Conditions of Sale") in those instances when Customer purchases services contract from CheckSum. In the event of a conflict between the terms and conditions of this Service Contract and the Terms and Conditions of Sale, the terms and conditions of this Service Contract shall control. The Terms and Conditions of Sale and this Service Contract shall be deemed to incorporate (i) the description of the services contract and (ii) the description of the CheckSum test system ("system"), both as contained in the service quotation provided to Customer by CheckSum that is the subject of the purchase order/agreement between the parties to which this Service Contract applies. In any event the Terms and Conditions of Sale along with the terms and conditions of this Service Contract shall be deemed to constitute a unified agreement. All references herein to "service" shall be deemed to refer to the services contract.

### **1. ORDERING OF SUPPORT AND/OR SERVICES, TERM/RENEWALS, PRICE CHANGES**

1.1 Customer may order services or support referencing a valid CheckSum service contract number, and where needed by issuing a purchase order referencing a valid CheckSum quotation. In order to purchase the services or support described hereunder Customer must place all systems and associated components at an individual site under a services or support contract.

1.2 The effective date of the service contract will begin upon receipt of payment in full by the customer. Unless otherwise stated, all customer service contracts are valid for a period of one-year from the effective date of the contract

### **2. SERVICE DEFINITION**

2.1. Preventive Maintenance provided as a part of services, if applicable, is defined as periodic:

2.1.1. Inspection, cleaning, and/or replacement of filters, fans, drive belts, electric motors, etc., as prescribed in the applicable CheckSum maintenance publications.

2.1.2. Lubrication and adjustment of equipment as prescribed in the applicable CheckSum maintenance publications.

2.1.3. The performance of CheckSum's standard tests and diagnostics designed to verify proper system operation.

2.2. Remedial Maintenance provided as a part of services, if applicable, is defined as:

2.2.1. Repair or replacement of parts necessary to restore a system to CheckSum's prescribed operational standards.

2.2.2. The performance of CheckSum's standard tests and diagnostics necessary to verify proper system operation.

2.3. Application support included in this contract is limited to support issues on problems related to CheckSum application functionality. Application support does not include changes to firmware, BOM revisions, or board level changes.

2.4. Customer agrees to have a minimum of one employee trained in basic system maintenance

2.5. Software upgrades will be provided, if available, during maintenance visits

### **3. ELIGIBILITY OF PARTS AND SOFTWARE**

3.1. CheckSum-supplied systems and software are eligible for inclusion under a service or support contract immediately upon expiration of the applicable system or software warranty or the applicable existing support or service contract. CheckSum-supplied parts added to the system are eligible for inclusion under this service agreement, if applicable, immediately upon expiration of the warranty for the part. Any additional fees for such inclusion will be quoted separately by CheckSum.

3.2. All other non-CheckSum-supplied systems and/or parts to include under this service agreement, if applicable, are subject to a pre-contract inspection and acceptance by CheckSum prior to the commencement date. The precontract inspection may be subject to additional fees, which will be quoted separately by CheckSum.

3.3. A lapse of 30 days or more between either the end of the warranty term for the equipment or software or the expiration of the applicable service or support contract and the effective date of the new service or support contract will require that the equipment or software pass a precontract inspection performed by CheckSum prior to the acceptance and commencement of the new service or support contract.

### **4. PRE-CONTRACT INSPECTION**

4.1. Pre-contract Inspections for systems to be covered under a service agreement are intended to verify the integrity of all elements of a system prior to acceptance of the system for coverage under the maintenance service agreement.

4.2. Customer will be charged for all labor and parts required to perform such inspection as well as CheckSum's travel expenses, meals, and lodging.

## **CHECKSUM SERVICE CONTRACT (continued)**

4.3. An itemized list of all deficiencies which must be corrected prior to acceptance of the system for coverage will be provided to Customer, along with the estimated parts and labor cost to correct such deficiencies.

4.4. Customer is responsible for all charges incurred in restoring the equipment to proper operating condition at CheckSum's per-call rates and terms in effect at that time.

### **5. PERIOD OF SERVICE AVAILABILITY**

5.1. Payment by Customer for support and/or services entitles Customer to on-call support and services, as applicable, during the period of 9:00 A.M. to 5:00 P.M. during local regional office hours, excluding CheckSum observed holidays, up to a maximum of 100 hours. Thereafter, additional service hours will be quoted and paid in advance by customer upon acceptance.

5.2. Preventive maintenance, if applicable, shall be performed where the system is located (unless otherwise indicated by CheckSum) during the period of service availability at a time mutually agreeable to Customer and CheckSum.

### **6. WARRANTY**

6.1. CheckSum warrants that the service and/or support will be performed in a good and workman like manner. CheckSum does not warrant any amount of uptime and shall have no liability regarding any failure of any system or part to perform. Customer's sole remedy for claims and CheckSum's sole liability under this Section 7.1 is for CheckSum to re-perform the applicable service and/or support in conformity with this warranty.

6.2. CheckSum warrants that new parts, if any, provided under this Service Contract will be free from defects in workmanship and materials for a period of ninety (90) days after delivery of the same. This warranty applies only to normal use of the parts and shall be void if CheckSum determines that defects or non-conformities of the parts were caused by the Customer's negligence, misuse, or accident; or by unauthorized repair, alteration or installation of the parts or the system. CheckSum's sole remedy and CheckSum's exclusive liability for claims of part defect against CheckSum shall be the repair or replacement of the defective or non-conforming part.

6.3. THE ABOVE REFERENCED WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. CHECKSUM SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

### **7. EXCLUSIONS FOR SERVICES**

7.1. The provision of service is contingent upon the proper use of all systems and does not cover systems which have been modified without CheckSum's written approval, or which have been subjected to unusual physical or electrical stress.

7.2. CheckSum shall be under no obligation to furnish preventive or remedial maintenance services if:

7.2.1. Adjustment, repair or parts replacement is required because of accident, neglect, misuse, and failure of electrical power, air conditioning, humidity control, transportation, or cause other than ordinary use.

7.2.2. The system is removed from its location of initial installation and/or reinstalled without the prior written approval of CheckSum.

7.3. If service is required as a result of causes stated above, such service will be provided at CheckSum's applicable per-call rates and terms then in effect, subject to availability of CheckSum personnel.

7.4. Service excludes: (1) consumable or wear items including, but not limited to, buttons, probes, probe holders, fans, filters (filters are included only during scheduled preventive maintenance visits); (2) operating supplies or accessories, paint, or refinishing the system or furnishing materials for such purpose; (3) electrical work external to the systems or maintenance of accessories, alterations, attachments or other devices not supplied by CheckSum; and (4) replacement of media to include worn disk packs. (5) end of life, or obsolete products

7.5. Service charges for systems and/or parts added to this agreement will be at the rates in effect at the time the system and/or part is added.

7.6. CheckSum may withdraw individual types of service from future renewals of this agreement at the end of the initial term or thereafter upon three months prior written notice if the system cannot be properly or economically repaired on-site due to excessive wear or deterioration.

## CHECKSUM SERVICE CONTRACT (continued)

### 8. ACCESS TO THE SYSTEM

8.1. Customer agrees to grant CheckSum at no charge, full and free access to all systems and/or software subject to the support and/or services which access shall include the use of any machines, attachments, features, software or other equipment, necessary to provide the specified services and/or support.

### 9. MOVEMENT OF EQUIPMENT/ SOFTWARE

9.1 To insure continuity of the support and/or services under this Agreement, Customer shall give CheckSum at least thirty (30) days' prior written notice of its intent to move any covered system.

9.2 CheckSum personnel shall supervise the dismantling and packing/unpacking of the systems. CheckSum shall inspect and reinstall the systems at the new location, and charge Customer for all such work performed at the per-call rates and terms then in effect. If CheckSum is not hired to perform this work then the moved systems shall be subject to a pre-contract inspection before being eligible for renewed support and/or services.

### 10. INSTALLATION OF ENGINEERING CHANGES

10.1 CheckSum reserves the right to install Engineering Changes and/or software modifications it deems necessary for improved reliability or safety on systems and/or software covered by this Service Contract. Such changes will be made at no cost to Customer.

### 11. PARTS

11.1 In connection with its performance of services hereunder, CheckSum may utilize used parts provided such used parts are equivalent to new in performance.

11.2 In connection with repair/replacement of parts, Customer acknowledges: that CheckSum stocks parts for core system configurations and under most circumstances provides replacement service for these parts in a timely manner.

11.3 CheckSum reserves the right, after inspection, to reject the repair of any part(s) that (i) are deemed nonrepairable (ii) were previously altered by the Customer or Customer's third-party service provider (iii) include nonstandard CheckSum components, non-standard Engineering Change Orders or non-standard rework (non-certified IPC standards). If CheckSum rejects the part(s) for any of the reasons stated above Customer shall pay CheckSum for any expenses associated with CheckSum's initial inspection and the shipment of the part(s) back to the Customer

### 12. SOFTWARE SUPPORT

12.1 CheckSum offers software support for the systems' standard (generic) system software. In addition, CheckSum also provides as part of software support standard patches and software updates, technical support bulletins, hot-line service, and web-based services. Other software, such as project and program specific software (i.e., any customized software) and third-party software is not covered under software support and therefore additional fees shall apply (and will be quoted separately by CheckSum) if support is requested based on unique project or program requirements.

12.2 All updates, patches and other software provided by CheckSum are provided pursuant to the end user license agreement currently in place between the parties, and if no such agreement exists, such software is deemed to be provided pursuant to the terms of CheckSum's standard End User License Agreement (EULA) and by utilizing the software Customer agrees to the terms of the SLA.



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\*TestJet Technology is protected under U.S. Patent Nos. 5,124,660 and 5,254,953.

MultiWriter Technology is protected under U.S. Patent No. 7,802,021. Parallel Functional Test is patent pending.

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