Terms and Conditions for Service Contracts

1. METASYSTEMS DUTIES

During the term of the Agreement, starting on the Coverage Date, MetaSystems Group, Inc. (MGI) will provide the following services:

1.1 Telephone Support: MGI will provide live telephone support during normal working hours. (9:00 AM to 5:45 PM EST, Monday through Friday, except MGI's recognized holidays) ("Normal Hours"). If specified in this Service Contract, MGI will provide telephone support outside of Normal Hours. If a representative is not available MGI will return calls within a reasonable time.

1.2 On-Line Support: If specified in the Service Contract, MGI will provide on-line support outside of Normal Hours.

1.3 Preventive Maintenance: MGI will provide Preventive Maintenance on-site when all other support efforts have failed to return Equipment to good working order. Remodel maintenance will be performed at the customer's facilities as specified in the Service Contract ("Customer's Facilities") during Normal Local Hours (9:00 AM to 5:00 PM, Monday through Friday, except MGI's recognized holidays). Remedial Maintenance may be provided outside of Normal Local Hours at customer's request, at an additional charge for overtime labor and expenses.

1.4 Preventive Maintenance will be performed at customer's facilities during Normal Local Hours.

1.5 Replacement Parts: MGI will provide all necessary replacement parts to maintain Equipment, with the exception of consumables such as bulbs, lamps, filters, toner and ink cartridges, etc. or parts at the end of their normal lifetime. MGI is not responsible for parts used when components reach the end of their normal lifetime. MGI will advise customer of their coverage ends and provide the option to replace these parts at a reasonable price. MGI will take possession of all replaced parts, unless otherwise agreed. Replacement parts do not extend the warranty.

1.6 Loaner Equipment: MGI will make an effort to provide loaner equipment on customer request if repairs cannot be performed or replacement parts are not available within reasonable time. MGI retains title to all loaner equipment until otherwise agreed.

1.7 Software Updates: MGI will provide software updates (service releases) that become available on demand while the contract is in force, by electronic transfer.

1.8 Software Upgrades: MGI will provide software upgrades (new releases with enhanced functionality) that become available in the coverage period only if they are explicitly or implicitly outlined. Demand service will be on demand and electronic transfer. MGI will also provide new manuals when they become available with the upgrades.

2. EXCLUSION FROM MAINTENANCE DUTIES

MGI's obligations under this agreement do not apply to:

2.1 Negligence: if the need for services or parts arises from (i) any intentional acts or negligence of Customer's employees, agents or invitees, (ii) anyone other than MGI authorized personnel attempting to repair or service Equipment unless instructed by MGI, (iii) use of special attached or devices not provided by MGI, (iv) misuse of Equipment, including, without limitation, non-compliance with instructions in the user manual or by MGI's representatives or use of Equipment for any application or function for which it was not designed or (v) data or program loss due to unauthorized tampering, or malware.

2.2 Other Equipment: accessories, attachments, supplies, machines or other devices not furnished by MGI or electrical or mechanical work external to Equipment.

2.3 Transportation: maintenance required to damage resulting from Customer's transportation of Equipment.

2.4 Microscopes: service and support of any microscope attached to the imaging system unless specifically included.

2.5 Minor General Maintenance: minor general and maintenance tasks such as cleaning of Equipment, changing of bulbs, ink cartridges, filters, etc.

2.6 Consumables: consumables such as bulbs, toner, etc.

2.7 Beyond Normal Lifetime: components beyond their normal lifetime.

2.8 Data Recovery: MGI will not recover data including any data on these media.

2.9 Excused Services: MGI shall not be liable for any failure to perform or delayed performance of any part of this agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond the reasonable control of MGI ("Excused Event") including, without limitation, labor disputes, other industrial disturbance, acts of God, shortages of materials, earthquakes, wars, riot, public health risk, quarantine, embargo, orders or regulations of any government agency.

3. RESPONSIBILITIES OF CUSTOMER

3.1 Notification: Customer must notify MGI by phone at the main support number (888)489-9599 or by email support@metasystems.org when a problem arises to ensure a timely response.

3.2 On-Site Support: Customer must provide the system ID number and sufficiently detailed information including error messages to enable MGI to troubleshoot efficiently. When requested, Customer must be available to provide the system hardware, software and trouble shooting softwares.

3.3 On-Site Service: MGI will have the right to provide Services at Equipment located at Customer's premises, under the terms and conditions specified in the Service Contract.

3.4 Kleine General Maintenance: MGI reserves the right to access to Equipment to perform the services required under this agreement. This includes access to servers and workstations with Administrators privilege when necessary.

3.5 Preventive Maintenance: MGI will work with the Customer to schedule maintenance and prevent delays. However, MGI will bill at prevailing rates for lost time and travel if MGI is not permitted reasonable access to Equipment. Customer must provide a knowledgeable representative with signed authority to accept the satisfactory completion of work performed and to authorize billing when services are provided on-site, unless otherwise agreed.

3.6 Exchange Parts: MGI has provided replacement parts on an exchange basis the Customer is responsible for returning the original parts to MGI in a timely manner. When MGI has provided shipping containers the Customer must keep and use them. Exchange equipment not returned after MGI has notified the customer will be billed at their regular price. It is the responsibility of the Customer to prevent damage or loss in transit.

3.7 Payment: Customer must pay the total amount due for this Agreement and any additional services within the time frame specified in the invoice to keep the contract in force.

3.8 Configuration Changes: Configuration changes in system configuration by the Customer with consent without consent by MGI may compromise system functionally and void the warranty.

4. ADDITIONAL EQUIPMENT

This agreement only applies to Equipment defined in the Service Contract and not to any new MGI products purchased during the term of this contract. New pieces of MGI equipment can be added to this contract upon mutual agreement. The annual service fee for each new piece of equipment which may be added to this agreement will be the standard service rate in effect on the date the new equipment is to be added unless otherwise agreed.

5. EQUIPMENT LOCATION

Equipment is located at Customer's facilities as detailed in the Service Contract. Any subsequent resale or move to another location without MGI's approval may result in immediate cancellation of the Contract.

6. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

6.1: Disclaimer of Warranty: MGI warrants that the services provided as part of the Service Contract will be free from defects in material and workmanship at the time of installation to the best of our knowledge and at the time of installation constitutes warranties.

6.2: Limitation of Liability: If MGI breaches any warranty or obligation under this Agreement; its sole obligation will be to make all necessary adjustments, repairs and replacements in accordance with terms of this Agreement and to replace any defective parts installed under this Agreement. MGI shall have no liability for damages under this agreement in connection with any non-functioning or malfunctioning unit of Equipment unless such Equipment fails to function properly for a period of three consecutive months. If Equipment fails to function properly for such three months period, MGI's total liability under this Service Agreement shall be limited to general money damages in an amount not to exceed the prorated annual service rate paid by Customer attributable to such non-function or malfunctioning Equipment for the period in which Equipment fails to function properly. MGI will not be liable for any incidental, special or consequential damages of any nature whatsoever including without limitation, loss of use of Equipment or loss of profits.

7. CHANGE AND TERMINATION

7.1 Terminating Agreement: The term of this Agreement is stated in the Service Contract. This Agreement may be terminated:

7.1.a. at any time upon mutual agreement.

7.1.b. if either party invokes a price increase on this basis the customer has the option to terminate the contract without penalty.

7.2. Notice of Termination: If either party cancels, the amount refunded will be determined by prorating the value of the Agreement and any additional services within the time frame specified in the Service Contract in a timely manner.

7.3 Price Change: Price changes shall have no liability for damages under this agreement in connection with any non-functioning or malfunctioning unit of Equipment unless such Equipment fails to function properly for a period of three consecutive months. If Equipment fails to function properly for such three months period, MGI's total liability under this Service Agreement shall be limited to general money damages in an amount not to exceed the prorated annual service rate paid by Customer attributable to such non-function or malfunctioning Equipment for the period in which Equipment fails to function properly. MGI will not be liable for any incidental, special or consequential damages of any nature whatsoever including without limitation, loss of use of Equipment or loss of profits.

7.4 MISCELLANEOUS

8. Assignment: Customer may not assign its rights and obligations under this Agreement in full or in part by operation of law or otherwise, without MGI's prior consent. MGI will not assign its权利s or obligations under this Agreement without prior notice to Customer.

8.2 Written Agreement: An agreement supersedes any prior agreements, written or oral, between the parties, contains the entire understanding between the parties and except as provided herein, may be amended or canceled in a signed written agreement.

8.3 Governing Law: This Agreement will be interpreted under the substantive laws of the Commonwealth of Massachusetts. The venue and procedural laws applying to any conflict arising from this Agreement will be determined pursuant to the jurisdiction.

8.4 Inspection: Any equipment previously covered under warranty or a service agreement which has expired may require a site inspection by MGI to determine the operating status of Equipment in question. The charges associated with this inspection and any necessary repair before the Service Contract can take effect will be billed.

8.5 Enforcement: If any part of this Agreement or its application becomes illegal, unenforceable or void, such provision will be changed and interpreted so as to best accomplish the objectives of this agreement in the manner allowed by law, and such provision of this Agreement will continue in full force and effect.

8.6 Counterparts and Facsimile Signature: This Agreement may be signed in any number of counterparts, will be considered duly executed when signed by both parties. The parties agree that this Agreement may be executed by facsimile or electronic signatures.

8.7 Controlling Terms: The terms and conditions of this Agreement will supersede any provisions, terms and conditions contained on any confirmation or purchase order, acceptance, acknowledgment or other writing buyer may give or receive. If buyer’s purchase order is used to accept the offer tendered by MGI, the terms and conditions in this Agreement will control and the issuance of the purchase order by buyer will operate as acceptance by buyer of MGI's terms.