

# EXHIBIT "A"

Effective February 1, 2014

## TECH LOGIC SERVICE PREVENTATIVE MAINTENANCE PROGRAM(S)

### *TERMS AND CONDITIONS*

The following terms and conditions that shall be applicable to the Preventative Maintenance Program subscription:

Telephone Support: Service includes telephone support from 8:00 AM-5:00 PM Central time, Mon.-Fri. excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after.

Service Support: Library will notify Tech Logic of any Mechanical or Software issue via telephone. Tech Logic will attempt to correct the issue via telephone support and remote proxy. Should Library and Tech Logic agree that an onsite service visit is required, Tech Logic shall provide the Library with an action plan including the anticipated on-site time for the technician as well as a quote for the service call and/or part(s) expenses. Upon receiving authorization from the Library, Tech Logic or its partnered national service company will proceed with the service visit.

Software Support: Contact Tech Logic for specific, task-oriented questions regarding the operation of currently supported AST software. Types of support available include usage, product compatibility, diagnostic information, and defect inquiries about eligible software products. Software maintenance includes remote problem analysis and assistance during normal stated business hours and support for mission critical emergencies during off-shift hours. This is available only on the license(s) covered and the software versions that are currently supported by Tech Logic. All copies/licenses of the software, regardless of how the copies were obtained, must be renewed under a software support program annually. You are entitled to software support only on the licenses covered. Initial contact response time objective of two hours during prime shift for voice and electronic problem submissions. Response time for critical/emergency problems during off-shift hours is three hours. Changes to ILS provider and any reconfiguration and/or testing specific to an ILS upgrade and/or conversion will be a billable service to the Library for software support. A quote for services will be provided and a scope of work determined for the project. Library network issues are not covered under the support parameters of this program and are billable to the Library if they are deemed necessary to make corrective action.

Parts: At our discretion, new, non-original manufacturer or remanufactured parts may be used to perform any repairs. Tech Logic may elect to discontinue certain products for a variety of reasons, including but not limited to; the product is obsoleted at the end of its life cycle, key product components are no longer being manufactured, vendor obsolescence or technology obsolescence. Required parts for maintenance purposes are discounted according to program level at either 5% or 10% of retail unless the parts are normal wear items<sup>1</sup> then full retail charge is applicable.

Shipping: Shipping charges shall be FOB Tech Logic, Freight Allowed. Expedited requests will incur extra charges.

Exclusions: Any damage to the System or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment, is specifically not covered under this preventative maintenance program. Software customizations are not covered and are billed at \$150/hour. Service calls are not included in this program and will be quoted and authorized prior to execution. Fire suppression system/components are not covered under this program. Library may secure suppression maintenance service from local vendor if desired.

Routine Weekly/Monthly Maintenance not included: Routine weekly/monthly maintenance as described in the original maintenance documentation provided at the time of sale shall continue to be the responsibility of Library. Lack of required machine maintenance may preclude and/or cancel the maintenance program.

Finance Charge: Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.

Compliance with Laws, Codes, Licensing, and Other Standards: Library shall timely advise Tech Logic of any statutes, rules, codes, licensing, regulations, and other standards which may affect this preventative maintenance program subscription and work performed as part of that program hereunder; and Library shall pay for, and solely bear, all costs of compliance associated therewith.

Notices: To give notice under this program/subscription, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address of Tech Logic Corporation, 1818 Buerkle Road, White Bear Lake, MN 55110 or the email address of [customercare@tech-logic.com](mailto:customercare@tech-logic.com).

Term: This service program subscription commences on the Effective Date listed at the top of the Terms and Conditions, and continues from year to year in automatic renewal to be invoiced yearly at anniversary date. Either Party may give written notice to the other not less than thirty (30) business days before the annual anniversary of the Effective Date of this service subscription for renewal be declined.

Liability: Tech Logic shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.

Assignment: This Preventative Maintenance Program and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. This Preventative Maintenance Program shall be binding upon each party's permitted successors and assigns.

Modification: Any modification or alteration of this Preventative Maintenance Program shall be effective only upon written agreement of the parties thereupon.

**Complete Agreement:** This Preventative Maintenance Program constitutes the entire subscription between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Preventative Maintenance Program other than those specifically set forth herein. The parties herein acknowledge that they have read the terms and conditions for the Preventative Maintenance Program, understand it, and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

**Force Majeure.** Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this subscription during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable Agreement by giving written notice to the delayed party.

<sup>1</sup> Normal wear parts include the following:

AST Systems

- Bearings
- Belts
- Chains
- Elastic Drive Bands
- Rollers
- Sprockets

I.A Bins

- Batteries
- Brakes
- Brake Cables
- Cables
- Chains
- Sprockets