

VISION RESEARCH, Inc.

Service Contract

PLEASE READ THIS DOCUMENT CAREFULLY – IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

Throughout this Service Contract, the words “We,” “Us”, and “Our” refers to Vision Research, Inc. and its subsidiaries (collectively, “VRI”). The words “You” and “Your” refer to the Service Contract holder.

Term: The term of this Service Contract is from the date of shipment of the eligible Covered Product(s) (as such term is defined herein below) to the end of the term as shown on the applicable invoice under which the Covered Products and this Service Contract were acquired. The term of this Service Contract is not extended as a result of purchasing any additional parts/products from Us. Any replacement parts/products will be covered for the remainder of the term of this Service Contract or ninety (90) days from the date of shipment of the parts/products, whichever is longer.

Coverage: We will arrange for the repair or replacement of any eligible VRI product (other than software/firmware provided to You under license) (the “Covered Product”) that, when properly installed and used under normal conditions, fails to operate within the specifications published for such Covered product as a result of defects in material and workmanship that occur and are reported to Us during the term of this Service Contract. The foregoing coverage applies only to failures arising under normal use and does not include: cosmetic damage; malfunctions or failures resulting from accidental or intentional physical damage, spilled liquids, insect infestation, misuse, abuse, neglect, alteration, vandalism, problems with electrical power, acts of nature, unusual temperatures or humidity; improper installation; service costs or damage caused by unauthorized repairs or modifications; or damage determined by VRI to have been intentionally caused by You. **UPON THE EXPIRATION OF THE TERM HEREOF, VRI SHALL HAVE NO FURTHER OBLIGATION TO YOU UNDER THIS SERVICE CONTRACT, AND THE COVERED PRODUCT SHALL BE DEEMED TO BE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER. VRI EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY WAIVE, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, NON-INTERFERENCE AND ACCURACY OF INFORMATIONAL CONTENT. VRI DOES NOT WARRANT THE OPERATION OF THE COVERED PRODUCT OR THAT THE COVERED PRODUCT WILL MEET YOUR REQUIREMENTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK OF THE COVERED PRODUCT’S QUALITY AND PERFORMANCE IS WITH YOU.**

Annual Check-Up: For each year this Service Contract is in effect, We will provide at no cost to You a check-up of the Covered Product including firmware updates, sensor cleaning, calibration, preventive maintenance and full functional testing.

Priority Service: With regard to scheduling repairs/replacement of VRI products, we will endeavor to give Covered Product(s) returned to Us under a Service Contract priority over products not covered by a Service Contract.

Claims: If You make a claim hereunder during this period, contact Us to make arrangements to have Your Covered Product repaired or replaced under this Service Contract. You will be provided with a Return Authorization Number (RMA#) and the address for a designated VRI service center. Return the Covered Product in secure packaging together with an explanation of the failure experienced and the reason for return. Write the RMA# on the outside of the shipping carton and ship it to the designated VRI service center. You are responsible for all costs associated with shipping the Covered Product(s) back to Us for service and/or repairs under this Service Contract. VRI will inspect such Covered Product promptly to determine the cause of the failure and whether it is covered hereunder. If VRI determines that such failure exists and is covered by this Service Contract, the Covered Product will be repaired or replaced as provided herein. Products shipped to Us that are found to be outside of the coverages provided

hereunder will be returned to You. Products that are returned to You will be shipped at Our expense using ground service unless You elect, and pay for, expedited return shipping service.

Repairs; Replacement: Your sole remedy for a claim under this Service Contract is the repair or replacement of the Covered Product, at VRI's option. You acknowledge that in making any such repairs to the Covered Product, replacement parts or products will be new, remanufactured, reconditioned or non-original manufacturer's parts that perform to the factory specifications of the original product. VRI may use parts that are new or reconditioned. If We determine Your Covered Product cannot be repaired, VRI reserves the right to substitute a functionally equivalent product as a replacement.

Additional Exclusions: Notwithstanding anything to the contrary contained in this Service Contract, VRI shall not be liable under this Service Contract or otherwise, for: (i) replacement costs for lost or consumable parts (controls, remote control devices, batteries, etc.), (ii) defects that do not inhibit the proper operation and performance of Covered Product; (iii) loss or damage to stored data; (iv) loss of use; (v) repairs related to software; (vi) special, indirect, consequential or incidental damages, including without limitation the cost of data recovery or other consequential or incidental damages; (vii) theft; or (viii) VRI products that are not listed on an applicable invoice as a Covered Product under this Service Contract.

Renewal: If a renewal contract is offered by Us, the contract price quoted will reflect the age of the product and current service costs at the time of renewal. If the equipment is 3 or more months out of warranty You are required to send in the equipment for an evaluation before the service contract is applied. You will be charged a basic repair fee for the evaluation.

Non-Transferable: Except as expressly provided otherwise in writing by VRI, this Service Contract on the Covered Product is granted only to You and is non-transferable.

Cancellation: We will not cancel this Service Contract except for: (i) fraud, (ii) material misrepresentation, (iii) non-payment of the Service Contract price, (iv) violation of any of the terms and conditions of this Service Contract which occurs after the effective date and which materially and substantially increases the service required, or (v) if required to do so by any regulatory authority. Notice of Our cancellation will be in writing and delivered to You at Your address. If We cancel this Service Contract, Your refund, if any, will be based on 100% of the unearned pro rata Service Contract price.

Limitation of Liability: **UNDER NO CIRCUMSTANCES SHALL VRI, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) ARISING FROM THIS SERVICE CONTRACT OR THE USE OF THE COVERED PRODUCT, WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SOFTWARE OR COMPUTER FAILURE, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE COVERED PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF VRI OR ANY OTHER PARTY, EVEN IF VRI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS VRI'S ABILITY TO DISCLAIM ANY WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY LAW.** Some states, provinces and countries do not allow the exclusion or limitation of special, incidental or consequential damages, so the above limitations or exclusions may not apply to You. This Limited Warranty gives You specific legal rights, and You may have other rights, which vary among states, provinces, or countries.

Service Contract: This Service Contract is not a warranty or insurance policy; it is a Service Contract under United States federal law.

Validity of Service Contract: This Service Contract is valid only in such countries in which VRI has expressly agreed, in writing, to offer this Service Contract. If any portion of this Service Contract conflicts with the laws of any jurisdiction where this Service Contract is issued, such portions shall be amended to conform to such laws.