



● ● ● Specializing in Mobile Communication

Maintenance Agreement*

**Applicable ONLY if purchased*

**This Agreement Covers QRC's SILVER, GOLD and
PLATINUM Maintenance Plans**

(Please See Your Contract for Applicable Plan)



May 12, 2017

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I. PLATINUM Plan: Agreement

This PLATINUM Plan Product Maintenance Agreement (“Agreement”), if purchased, is between the original purchasing party (“Customer”) and QRC Technologies (“QRC”)

II. PLATINUM Plan: Definitions

“Customer” means the end-user(s) of the Product.

“Product” means a specific product produced by QRC® and sold to Customer. A product generally consists of physical Hardware and licensed software.

“Software” means the actual copy of all or any portion of the final commercial release(s) of QRC proprietary technology, computer software code, documentation, components, dynamic link libraries, and programs delivered on any media, whether provided in source, object, or executable format(s) inclusive of backups, updates, or upgrades supplied under this agreement.

“Hardware” means the physical and electrical components of QRC proprietary technology and documentation delivered on any media, whether provided physically, printed, or electronically inclusive of backups, updates, or upgrades supplied under this agreement.

“Kit” means the main system and its accompanying components that make up the final deliverable provided by QRC, inclusive of power adapters, cabling, data cards and/or drives, printed materials, carrying case.

“Maintenance Period” means the period of time beginning at the time of shipment and continuing for a period of either 12 months or 36 months (depending upon term purchased) thereafter, unless a different period is specifically stated and agreed upon in writing, in the invoice and/or other similar document.

“RMA” stands for “Return Merchandise Authorization” and is a number issued by QRC after discussion with the customer on issue(s) requiring service and agreement that return to the factory is the best course of action. A RMA number is required before any system is returned to QRC for service.

III. PLATINUM Plan: Term

The term of this agreement shall begin at the time of shipment and shall continue for a period equal to the Maintenance Period purchased as defined above.

IV. PLATINUM Plan: Product Support and Maintenance

QRC will support the Software and Hardware for the Maintenance Period.

Software support will apply only to unmodified Software and to commercially-released updated versions of the Software. Software support is provided only for the Hardware as

QRC Product Maintenance Plans

originally configured by QRC or updated at QRC's instructions following documented upgrade procedures.

Hardware and Kit support will apply only to unmodified components, or components modified under the instructions provided by QRC using documented upgrade procedures. If modified without or against QRC instruction, the Customer is responsible for making any alterations to restore the non-standard system to an updatable condition, which may include restoring the product to its "as shipped" condition.

Software Maintenance:

The Maintenance covers Software critical bugs and/or deficiencies as well as all upgrades and enhancements for elements purchased during the Maintenance Period. QRC shall push out to Customer software patches of any such changed software.

Hardware and Kit Maintenance:

During the Maintenance Period, the Maintenance covers repair of Hardware manufacturing defects, repair and/or replacement of board level and/or major Hardware/Kit elements and any damage to the Hardware/Kit, excluding repairs for reasonable wear & tear and damage due to gross negligence or willful abuse of the Product. Hardware maintenance performed by QRC outside of paid coverage of a Maintenance Agreement is subject to a separate charge for repair.

On-Site Support:

During the term of the Maintenance Period, Customer shall be entitled to request, once per every twelve months, two days of on-site support for QRC Product(s) purchased. This is designed to provide hands-on customer support and can include updating software, product capability demonstrations, equipment familiarization, product orientation/training and/or equipment troubleshooting. Such requests must be made in writing, and be submitted to QRC at least sixty (60) days prior to the requested on-site dates. Customer shall bear no costs associated with this support, but shall provide a suitable workspace and the QRC Product(s) to be used. Failure to request on site support in a given twelve month period of time does not accrue additional obligations on QRC for future periods, but rather is simply to be treated as a waiver of this benefit where not requested.

General Provisions:

Maintenance service requiring the return of the Product to QRC is provided via QRC's RMA process. Systems returned without a RMA number clearly marked both on the shipping label as well as on a document included inside of any shipping container may not be serviced.

Upgrade and/or service provided under this Agreement will not reset the Maintenance Period of the equipment being covered.

This Maintenance specifically excludes free upgrades of features that are listed as priced options to the product (e.g., additional protocols, advanced suites of capabilities) not purchased as part of the original system or subsequently.

All costs associated with returning the product back to QRC for service under this Maintenance Agreement shall be borne by the Customer. All costs associated with returning the product after being serviced back to the Customer shall be borne by QRC.

This agreement is coincident, overlaps, and supersedes any other warranty or service agreement in place between QRC and the Customer with regards to the covered Product(s).

QRC Customer Support can be reached at

Telephone: 540 446-2270 option 3

Fax: 540 548-4080

Email: qrc.support@qrctech.com

Web: www.QrcTech.com

Hours: 9am to 5pm Eastern Time (Monday – Friday excluding US Gov't Holidays)

V. PLATINUM Plan: Limitation of Liability and Remedy

QRC will use commercially reasonable efforts to provide corrections or work-around solutions for any errors reported and determined to be in the Product, its documentation, Software, Hardware, and/or kit at no cost to the Customer for the term of this Agreement.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, QRC DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFREINGEMENT. QRC DOES NOT WARRANT THAT THE SOFTWARE, DOCUMENTATION, HARDWARE, AND OR KIT WILL MEET CUSTOMER'S NEEDS, OR THAT CUSTOMER'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITITES CAN OR WILL BE CORRECTED.

If QRC fails to fulfill its obligations under this agreement, customer's sole remedy is the right to terminate this agreement immediately for the affected Product.

IN NO EVENT SHALL QRC BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOST OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OF USE OF THE PRODUCT(S) HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT QRC AND/OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

VI. PLATINUM Plan: License

Maintenance is provided subject to the terms and conditions of the then current “QRC Software and Data Products End User License Agreement”. Customer may only use the type and number of copies of the Software, data, and documentation for which the appropriate license fees have been paid to QRC and in accordance with the “QRC Software and Data Products End User License Agreement”.

Customer may assign the rights granted hereunder to a different organization, but only by first alerting QRC to the new holder of the Maintenance Agreement including Name, Address, and Contact Information, and receiving an acknowledgement from QRC that the change in ownership has been processed. Service is only assured for the party on record as being the product’s owner. In no case shall any change as to ownership of this Maintenance Agreement change the physical product, software, kit, and/or documentation to which it applies.

VII. PLATINUM Plan: Applicable Laws

The laws of the Commonwealth of Virginia and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this agreement.

VIII. PLATINUM Plan: Entire Agreement

This agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties related to such subject matter. Any modification(s) or amendment(s) to this agreement must be in writing and signed by an authorized representative of each party.

IX. PLATINUM Plan: Consent of Both Parties

If purchased, coverage of shipped Products by this Maintenance is automatic. Customer by accepting product delivery implies agreement with all terms and conditions of QRC’s Maintenance Agreement (this document) on the date of sale unless modified by both parties in writing prior to delivery of covered systems.

I. GOLD Plan: Agreement

This GOLD Plan Product Maintenance Agreement (“Agreement”), if purchased, is between the original purchasing party (“Customer”) and QRC Technologies (“QRC”)

II. GOLD Plan: Definitions

“Customer” means the end-user(s) of the Product.

“Product” means a specific product produced by QRC[®] and sold to Customer. A product generally consists of physical Hardware and licensed software.

“Software” means the actual copy of all or any portion of the final commercial release(s) of QRC proprietary technology, computer software code, documentation, components, dynamic link libraries, and programs delivered on any media, whether provided in source, object, or executable format(s) inclusive of backups, updates, or upgrades supplied under this agreement.

“Hardware” means the physical and electrical components of QRC proprietary technology and documentation delivered on any media, whether provided physically, printed, or electronically inclusive of backups, updates, or upgrades supplied under this agreement.

“Kit” means the main system and its accompanying components that make up the final deliverable provided by QRC, inclusive of power adapters, cabling, data cards and/or drives, printed materials, carrying case.

“Maintenance Period” means the period of time beginning at the time of shipment and continuing for a period of either 12 months or 36 months (depending upon term purchased) thereafter, unless a different period is specifically stated and agreed upon in writing, in the invoice and/or other similar document.

“RMA” stands for “Return Merchandise Authorization” and is a number issued by QRC after discussion with the customer on issue(s) requiring service and agreement that return to the factory is the best course of action. A RMA number is required before any system is returned to QRC for service.

III. GOLD Plan: Term

The term of this agreement shall begin at the time of shipment and shall continue for a period equal to the Maintenance Period purchased as defined above.

IV. GOLD Plan: Product Support and Maintenance

QRC will support the Software and Hardware for the Maintenance Period.

Software support will apply only to unmodified Software and to commercially-released updated versions of the Software. Software support is provided only for the Hardware as

QRC Product Maintenance Plans

originally configured by QRC or updated at QRC's instructions following documented upgrade procedures.

Hardware and Kit support will apply only to unmodified components, or components modified under the instructions provided by QRC using documented upgrade procedures. If modified without or against QRC instruction, the Customer is responsible for making any alterations to restore the non-standard system to an updatable condition, which may include restoring the product to its "as shipped" condition.

Software Maintenance:

The Maintenance covers Software critical bugs and/or deficiencies as well as all upgrades and enhancements for elements purchased during the Maintenance Period. QRC shall push out to Customer software patches of any such changed software.

Hardware and Kit Maintenance:

During the Maintenance Period, the Maintenance covers repair of Hardware manufacturing defects, repair and/or replacement of board level and/or major Hardware/Kit elements and any damage to the Hardware/Kit, excluding repairs for reasonable wear & tear and damage due to gross negligence or willful abuse of the Product. Hardware maintenance performed by QRC outside of paid coverage of a Maintenance Agreement is subject to a separate charge for repair.

General Provisions:

Maintenance service requiring the return of the Product to QRC is provided via QRC's RMA process. Systems returned without a RMA number clearly marked both on the shipping label as well as on a document included inside of any shipping container may not be serviced.

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This Maintenance specifically excludes free upgrades of features that are listed as priced options to the product (e.g., additional protocols, advanced suites of capabilities) not purchased as part of the original system or subsequently.

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If QRC fails to fulfill its obligations under this agreement, customer's sole remedy is the right to terminate this agreement immediately for the affected Product.

IN NO EVENT SHALL QRC BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOST OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OF USE OF THE PRODUCT(S) HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT QRC AND/OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

VI. GOLD Plan: License

Maintenance is provided subject to the terms and conditions of the then current "QRC Software and Data Products End User License Agreement". Customer may only use the type and number of copies of the Software, data, and documentation for which the appropriate license fees have been paid to QRC and in accordance with the "QRC Software and Data Products End User License Agreement".

Customer may assign the rights granted hereunder to a different organization, but only by first alerting QRC to the new holder of the Maintenance Agreement including Name, Address, and Contact Information, and receiving an acknowledgement from QRC that the change in ownership has been processed. Service is only assured for the party on record as being the product's owner. In no case shall any change as to ownership of this Maintenance Agreement change the physical product, software, kit, and/or documentation to which it applies.

VII. GOLD Plan: Applicable Laws

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Customer may assign the rights granted hereunder to a different organization, but only by first alerting QRC to the new holder of the Maintenance Agreement including Name, Address, and Contact Information, and receiving an acknowledgement from QRC that the change in ownership has been processed. Service is only assured for the party on record as being the product's owner. In no case shall any change as to ownership of this Maintenance Agreement change the physical product, software, kit, and/or documentation to which it applies.

VII. SILVER Plan: Applicable Laws

The laws of the Commonwealth of Virginia and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this agreement.

VIII. SILVER Plan: Entire Agreement

This agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties related to such subject matter. Any modification(s) or amendment(s) to this agreement must be in writing and signed by an authorized representative of each party.

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