

NAVIANT, INC.
HARDWARE PREVENTIVE MAINTENANCE PROVISIONS (“PMA PROVISIONS”)

1. Maintenance Service

Naviant, Inc. (“Naviant”) agrees to provide and the Customer agrees to accept ongoing maintenance service on the equipment at the annual charges as invoiced, in accordance with the terms and conditions contained within these PMA Provisions.

- A. Maintenance service shall be based on the specific performance standard needs of individual products as determined by Naviant. These needs include preventive maintenance service calls provided at an interval agreed to between Naviant and Customer. Preventive maintenance service calls include inspection, cleaning, full performance diagnostics with necessary adjustments, lubrication of all assemblies as required, and replacement of components as necessary. Unlimited onsite remedial maintenance will be provided and will include adjustments, lubrications and replacement of parts as deemed necessary by Naviant. The repair and replacement of equipment parts shall be covered under these PMA Provisions.
- B. Maintenance Service is contingent upon the proper use of all equipment and, unless Naviant otherwise elects, shall not include: (i) maintenance, repair, replacement of parts, or increase in service time which Naviant determines has resulted from catastrophe, accident, transportation, neglect, theft, fire or water damage, abuse, misuse, fault or negligence of Customer or causes external to the Equipment, including, but not limited to, failure of or faulty electric power, air-conditioning or humidity control, or any causes other than ordinary use; (ii) service which Naviant determines has been caused by supply items or parts that are not from the Original Equipment Manufacturer (OEM); (iii) service and repair of consumables, accessories, cables, SCSI cards, apparatus, attachments or any other devices not covered under these PMA Provisions; (iv) changes, modifications or alterations in or to the Equipment; (v) installation, relocation or removal of the Equipment or any accessories, apparatus, attachments or other devices; (vi) consumable operating supplies and their replacement such as broken glass, lamps, paper, or toner; (vii) rebuilding or overhauling the Equipment due to age or prolonged usage; (viii) comprehensive coverage for equipment that has become obsolete due to manufacturer end-of-life; (ix) issues arising from Customer’s failure to comply with any Customer designated responsibilities, including providing and proper care of equipment consumables and/or expendables; (x) any upgrades, re-fitting, or changes of design are excluded from contractual liability. These changes include, but are not limited to, electronic or mechanical changes; (xi) any failure, which includes, but is not limited to, the inability to operate, incorrect configurations or incorrect cabling of any peripheral device such as host computer systems, modems, print buffers, data cables, etc. are excluded from contractual liability; and (xii) issues related to the installation of uncertified firmware or software. All services, parts, and/or supplies mentioned in this subparagraph B, upon Customer’s written request, can be provided at Naviant’s then prevailing rates.
- C. In the replacement of parts, Naviant will install new parts or parts of equivalent quality. Parts replacement does not include broken glass, lamps, cables, SCSI cards, and other consumable/expendable supply items such as papers, toners, starters, and drums.

2. Naviant Hardware Support Protocol

Customers with Preventive Maintenance Agreements receive priority service and scheduling. Naviant customers are provided with a dedicated toll-free number to use when calling in for support, as well as a dedicated support email address to email support inquiries. When contacting Naviant Support, the customer will be connected directly with a service dispatch professional, and the issue will be logged into the Naviant’s Support System and assigned a reference number. Naviant’s standard response time objective is to dispatch a service technician within four to eight hours during standard business hours 8:00AM – 5:00PM CT Monday through Friday, excluding holidays observed by Naviant; however, Naviant’s protocol is not to exceed 24 hours for either callback phone support, remote access or onsite support to resolve the issue.

3. Period of Maintenance and Charges

Naviant agrees to provide maintenance service during standard business hours, excluding holidays observed by Naviant. Customer agrees to pay or reimburse Naviant at its then current rate for maintenance performed, at Customer’s request, outside of standard business hours. Maintenance Services not covered within the PMA Provisions will be billed at ¼ hour increments with minimum charge of one hour, and invoices shall be due upon receipt. Any applicable sales or use taxes will be included in the invoice.

4. Term

- A. Preventive Maintenance Agreements are effective from the commencement date and shall continue for an initial minimum term of one (1) year, unless otherwise agreed. Unless Customer notifies Naviant of intent to terminate Preventive Maintenance Agreement in writing via certified mail or registered mail within thirty (30) days prior to expiration of the initial term, the Preventive Maintenance Agreement shall automatically renew for an additional one (1) year term, and shall thereafter renew for additional one (1) year terms until canceled by either party in writing via certified mail or registered mail within thirty (30) days prior to the anniversary date of any successive one (1) year term. Failure to timely notify Naviant of contract termination will result in a penalty of a payment by Customer equal to the amount of the one-year renewal contract. Naviant shall have the right to change the rates contained in the Preventive Maintenance Agreement for any aforementioned successive one (1) year term upon written notice to Customer at least forty-five (45) days prior to any anniversary date of the Preventive Maintenance Agreement. Payment must be received within 20 days of renewal invoice date; if Preventive Maintenance Agreement lapses and Customer calls for service, Customer will be billed at Naviant’s then prevailing Time & Materials rate for the service call and Naviant will require a PO or credit card prior to scheduling service. The Preventive Maintenance Agreement may be reinstated *after* the service call has been resolved and will be valid for a 12 month term. All Preventive Maintenance Agreements shall be billed for one year in advance.
- B. Notwithstanding the foregoing, this Preventive Maintenance Agreement may be terminated in whole or in part at the option of Naviant in the event that (i) Customer defaults in payment or performance of any of its liabilities or obligations pursuant to the PMA Provisions and such default continues for a period of thirty (30) days after written notice thereof specifying the default or (ii) Customer becomes the subject of any voluntary or involuntary bankruptcy; insolvency, reorganization or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts when due. The right of termination provided in this subparagraph B is in addition to any other remedy available to Naviant at law or in equity with respect to default by Customer or in any proceeding referred to in clause (ii) hereof.

5. Charges

All service calls made on equipment not covered under these PMA Provisions shall be invoiced immediately at prevailing rates.

6. Modifications

If persons other than Naviant representatives perform maintenance or repair on equipment, and as a result further repair by Naviant is required, such repairs are not included in these PMA Provisions, and will be made at Naviant’s then prevailing rates. Maintenance by third parties could be the basis for voiding any existing warranties.

7. Limitation of Liability

In no event shall Naviant be liable for any special, consequential, incidental, punitive, or similar damages (including, without limitation, lost profits, loss of use, loss of revenue and lost data). In no event shall Naviant be liable for any damages in excess of the aggregate amounts actually paid by Customer for the specific product or service is dispute.