



INTERMEC TECHNOLOGIES CORPORATION MEDALLION SERVICE AGREEMENT

Intermec Technologies Corporation, its subsidiaries and affiliates (“Intermec”) and the Customer agree that the following terms and conditions will apply to any Customer order accepted by Intermec to provide maintenance services (“Services”) for Equipment located within countries where Intermec Maintenance Agreements are available. “Equipment” as used herein refers to hardware Products manufactured or distributed by Intermec, and listed by Serial Number on the cover page(s) of this Agreement (“Agreement Summary”), unless specifically stated otherwise. The term of the Agreement is stated in the Agreement Summary.

1.1 MAINTENANCE SERVICES: Intermec agrees to provide repair service to restore Equipment to good working order (“Repair Services”) subject to this Agreement and the applicable Service Description. Replacement whole units and maintenance parts will be furnished on an exchange basis, and replaced units/parts will become the property of Intermec.

2.0 CUSTOMER REQUIREMENTS:

2.1 Equipment Condition: Customer warrants all Equipment is in working condition as of the effective date of this Agreement. Intermec may require Equipment be inspected at current on-site inspection rates prior to coverage being offered or effective if Equipment is not new or has not been continuously covered by an Intermec maintenance agreement. If remedial repairs are required, Intermec will provide a cost estimate at current parts and labor rates. Such repairs must be completed before Equipment can be covered under this Agreement.

2.2 On Site Conditions: Customer agrees to provide a suitable environment for the Equipment, as specified by Intermec, and, when Services are provided at Customer site, to provide Intermec full and safe access to the Equipment.

2.3 Customer Data: Customer is responsible for all processes and safeguards required to store, preserve and protect Customer data.

3.0 WITHDRAWAL/TERMINATION:

3.1 Customer may withdraw any Equipment from this Agreement upon forty-five (45) days written notice to Intermec if Equipment has been covered by this Agreement for at least thirty (30) days. Customer will be entitled to a pro rata return of any annual maintenance amounts less fifteen percent (15%) paid but not earned prior to the effective date of the withdrawal. Notwithstanding this provision, Equipment covered by this Agreement for more than one half of the prepaid term stated in the Agreement Summary will not qualify for any refund or rebate in the event of Equipment withdrawal or termination of this Agreement.

3.2 Intermec may withdraw Equipment from this Agreement upon fifteen (15) days written notice to Customer 1) due to Intermec’s inability to support Equipment after a required component is no longer available for purchase on a commercially reasonable basis 2) after any Equipment End of Service date, or 3) Customer equipment with excessive and chronic abuse is not successfully corrected by joint Intermec/Customer remediation plan.

3.3 Customer or Intermec may withdraw Equipment or terminate this Agreement at any time by written notice of default if the other party fails to cure any failure to comply with any term or condition of this Agreement within thirty (30) days after receipt of such notice of default. The parties’ rights and remedies herein are in addition to any other rights and remedies provided at law or in equity.

4.0 PAYMENT: Maintenance charges described in the Agreement Summary are invoiced in advance. Payment must be made within thirty (30) days of the date of the invoice.

5.0 TAXES: In addition to the charges due under this Agreement, the Customer agrees to pay any taxes applicable by law resulting from this Agreement, or any activities thereunder except for taxes based upon Intermec’s net income.

6.0 RISK OF LOSS OR DAMAGE: Customer is responsible for loss of or damage to Equipment while Equipment is in Customer’s possession and in transit to Intermec. Intermec is responsible for loss of or damage to Equipment while in Intermec’s possession and in transit to Customer.

7.0 DISCLAIMER AND LIMITATION OF LIABILITY:

7.1 INTERMEC WILL IN NO EVENT BE LIABLE FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF INTERMEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 THIS SERVICE AGREEMENT DOES NOT CONTAIN OR OFFER ANY WARRANTIES BY INTERMEC, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

8.0 INDEMNITY: Intermec will indemnify the Customer against and from all claims, liabilities, costs, expenses, and reasonable attorney’s fees incident thereto, for bodily injury, including death, or damage to property, to the extent it arises from any negligent act or omission or willful misconduct of Intermec arising from or connected to the presence on the Customer’s premises of Intermec; except to the extent any such claims, damages, liabilities, or causes of action are caused by the negligence or intentional misconduct of the Customer, its agents or employees.

9.0 INSURANCE: Intermec will, at its own expense, obtain and maintain in full force and effect, with sound and reputable insurers and with no right of contribution by Customer, during the term of this Agreement, the following coverage: 1) Worker’s Compensation, as required by the law of the state of hire; 2) Employer’s Liability with a minimum limit of \$1 million of liability for each accident; 3) Commercial General Liability against all hazards including coverage for blanket contractual liability and products and completed operations with a minimum limit of liability for personal injury, including death resulting therefrom, on an occurrence basis of \$1 million and \$2 million in the aggregate, and with a minimum limit of liability for property damage on an occurrence basis of \$1 million and \$2 million in the aggregate; and 4) Automobile Liability against liability arising from ownership, maintenance or use of all owned, non-owned and hired automobiles and trucks with a minimum combined limit of liability of \$1 million. Intermec will provide Customer with evidence of coverage as required hereunder upon request.

10.0 GENERAL:

10.1 Force Majeure: Neither party will be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, acts of terrorism, riot, embargoes, civil insurrections, strikes, flood, earthquake, volcanic eruption, shortages of material or energy or acts of civil or military authorities. If performance is to be delayed by such contingencies, the affected party will notify the other party in writing.

10.2 The Customer will not assign this Agreement or any obligations or rights hereunder without the express written consent of Intermec. This Agreement contains the entire Agreement between the parties, and no modification or waiver of any of the provisions, or any future representation, promise, or addition will be binding upon the parties unless agreed to in writing. The mere acknowledgment or acceptance of any order with provisions that are ambiguous, in addition to or inconsistent with the terms of this Agreement or the providing of maintenance service pursuant thereto will not be deemed as acceptance or approval of such ambiguous, additional or inconsistent provisions. In the event that any provision of this Agreement will be held to be invalid or unenforceable, the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

11.0 GOVERNING LAW:

11.1 For orders placed in the USA, Canada, Latin America or Asia Pacific, any question concerning the validity, construction or performance of this Agreement will be governed by the laws of the State of Washington, USA. Sole venue and exclusive jurisdiction will rest with the courts at Snohomish County, Washington, USA.

11.2 For orders placed in Europe, the Middle East or Africa (EMEA) any question concerning the validity, construction or performance of this Agreement will be governed by the laws of England. Sole venue and exclusive jurisdiction will rest with the courts of London, England.

11.3 In all events, English will be the governing language. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.