

**RIMAGE CORPORATION
4400 W 78TH ST, STE 110A
Bloomington, MN 55435**

1.800.553.8312 or +1.952.946.0004

R I M A G E[®]

***North American
Technical Support
Services Agreement
Terms and Conditions***

Effective July 1st, 2023

These Terms and Conditions are incorporated into the invoice (the "Invoice") from Rimage Corporation ("Rimage") to the end user ("Customer") of Rimage hardware and software ("Solution") for technical support services ("Technical Support Services") for the Solution described on Customer's Contract Confirmation (the "Covered Solution"). Rimage's obligations to provide Technical Support Services for the Covered Solution are limited to the terms contained herein. Customer agrees to be bound by and accept these Terms and Conditions unless Customer and Rimage have signed a separate agreement, in which case the separate agreement will govern any inconsistent provisions. Absent such separate agreement, no different, inconsistent, conflicting or additional terms or conditions Customer may provide in the course of the sale and purchase of Rimage Technical Support Services to Customer or attempting to vary the pre-printed form of these Terms and Conditions shall be valid or binding upon Rimage. The Invoice and these Terms and Conditions are referred to herein as the "Agreement".

SECTION 1. Technical Support Services Period. The term of this Agreement shall be as stated on Customer's Contract Confirmation, unless terminated earlier as hereinafter provided. Customer acknowledges and agrees that the Effective and Expiration dates shown on the Contract Confirmation shall serve as the Technical Support Services Period for Technical Support Services for the Covered Solution unless other arrangements are agreed to in a writing signed by Customer and Rimage. It is Customer's responsibility to renew this Agreement for additional Technical Support Services Periods of one year or such other term agreed to by Rimage. Any Solution added at Customer's facility can be incorporated into this Agreement on a prorated basis.

SECTION 2. Description of Technical Support Services. During the Technical Support Services Period, Rimage shall provide Technical Support Services for the Covered Solution by phone or email between the hours of 7:30 a.m. and 5:30 p.m. Central Time, Monday through Friday, excluding holidays, on a commercially reasonable efforts basis.

SECTION 3. Fees and Payments. Customer agrees to pay Rimage the fees for the Technical Support Services as set forth in the Invoice. Fees are calculated on an annual basis and do not include any sales, use, duty or similar taxes, which shall be billed as a separate line item on the Invoice, if applicable. Full payment is due at the time this Agreement is put in effect. Non-payment of the Invoice may result in termination of this Agreement or Rimage not providing Technical Support Services to Customer until payment is made.

SECTION 4. Software Subscription and Support (SSaS) Releases. Software updates, when available and compatible, are included in the Technical Support Services, excluding updates for End of Service Solutions or software, or End of Production Solutions, which may be available for purchase at Rimage's retail prices then in effect or may be limited to new product sales. Rimage makes no commitment to further patches or updates to End of Service Solutions or software, or End of Production Solutions. Technical Support Services do not include operating system updates; new version releases or upgrades Rimage determines are "major" software releases containing a chargeable new feature; re-mastering of images or label files; installation; separately licensed features not included in original software; or Covered Solution hardware or third-party software application costs required to upgrade Solutions to allow the use of the latest Rimage software.

SECTION 5. Customer Representative. At all times during the term of this Agreement, a minimum of one Customer employee shall be designated to act as Customer Representative. The Customer Representative is responsible to open a trouble ticket directly with Rimage and provide the Covered Solution serial number and other necessary information, which may include sending log files for analysis. The trouble ticket should be retained and used for future reference to the same incident. The Customer Representative shall be responsible to react to all Covered Solution problems, including contacting Rimage while in close proximity to the affected Covered Solution so they may attempt troubleshooting to isolate the malfunctioning area; cooperate with Rimage to diagnose the problem over the telephone; reload the Rimage Covered Solution operating system, software, or device drivers; replace front swappable recorders or hard disk drives; or perform other Rimage designated operator level troubleshooting or repairs.

SECTION 6. Limitations and Exclusions. Rimage will provide Technical Support Services for all Covered Solutions under a currently active Agreement and where all software is genuine and properly licensed. Customer is responsible to ensure the proper operation of all non-Rimage infrastructure components, including network connectivity, prior to contacting and working with Rimage as required in Section 5. Customer is responsible to reload or otherwise restore Customer-specific Covered Solution settings including but not limited to; network configuration, local and domain user accounts, local computer policies, third party software applications and Customer-generated data.

Exclusions: The following are specifically excluded from the Technical Support Services provided under this Agreement:

- (a) Providing Technical Support Services when Customer has not provided Rimage reasonable availability and support to diagnose and attempt to resolve or confirm the Covered Solution malfunction as outlined in Section 5;
- (b) Providing Technical Support Services for Covered Solutions that utilize parts or consumables that are not certified by Rimage, where said parts or consumables can be determined to have caused a failure or violations of any of the software licensing and software use terms;
- (c) Covered Solutions that have malfunctioned as a result of improper installation;
- (d) On-site services of any kind;
- (e) Proactive care or preventative maintenance services or similar services that are included as a billable Proactive Care Service agreement; and
- (f) Replacement parts and repair services. Customer will be invoiced for each replacement drive at the then current list price. Rimage will ship a replacement drive when a PO or acceptable payment for the replacement drive is

received and accepted by Rimage.

Fees for items or services not covered by this Agreement will be quoted at the time it is determined by Rimage that the item or service is not covered by this Agreement.

SECTION 7. Limitation of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER RIMAGE OR CUSTOMER BE LIABLE TO THE OTHER FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES, OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID BY CUSTOMER TO RIMAGE FOR THE TECHNICAL SUPPORT SERVICES UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE INCIDENT OR CLAIM.

SECTION 8. Assignment. Rimage may assign its rights and obligations under this Agreement without the written consent of the Customer. Customer recognizes the right of Rimage to designate competent agents to act on its behalf to perform the Technical Support Services. Customer may not assign or otherwise transfer this Agreement without the prior written consent of Rimage. Any purported assignment or transfer in violation of this Section shall be null and void.

SECTION 9. Termination. Customer may terminate this Agreement prior to the Agreement scheduled end date by giving thirty (30) days' written notice to Rimage. The minimum termination charge will be four (4) months of fees. In addition, all discounts provided by Rimage as part of a multi-year service agreement or for any other reason will be forfeited and further reduce any credit or refund provided to Customer. Rimage shall, at its sole discretion, have the right to terminate this Agreement without penalty upon thirty (30) days' written notice to Customer following (i) any alleged breach or default by Customer of any agreement with Rimage, (ii) any failure by the Customer to promptly make payments due and payable hereunder, (iii) any act of bankruptcy or insolvency by the Customer, or (iv) misrepresentation of the serial number(s) of the Covered Solution.

SECTION 10. Notices. Except for communications related to Technical Support Service requests, which may be by telephone or email, notices, requests, and other communications hereunder shall be in writing and delivered personally or sent by first-class mail or email with proof of delivery to Rimage and Customer at the addresses on the Invoice. Any notice, requests, and other communication shall be effective when received by the addressee thereof, regardless of any other date that may appear thereon. Either party hereto may change its address by giving notice thereof to the other party in conformity with this Section.

SECTION 11. Paragraph Headings. The paragraph headings used in this Agreement are merely descriptive and form no part of the agreement between the parties, and are in no way intended to alter the agreement contained herein.

SECTION 12. Laws Governing. This Agreement and all related transactions shall be governed by and construed in accordance with the law of the state of Minnesota, without reference to conflicts of law principles. Venue for any proceeding arising from or related to this Agreement or the transactions contemplated shall be in the federal or state courts located in the state of Minnesota and the parties hereby consent to the exclusive personal jurisdiction of such courts. Customer irrevocably waives any objection to the jurisdiction of, or venue in, either of these courts and agrees that the acceptance of services under this Agreement constitutes doing business in the State of Minnesota.

SECTION 13. Severability. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall remain valid exclusive of such invalid or unenforceable provision.

SECTION 14. Force Majeure. Except with respect to the obligation to pay money, neither party will be responsible for delays or failures in performance resulting from acts beyond the control of each party. Such acts include, but are not limited to: acts of God, strikes, supplier delay, lockouts, riots, acts of war, epidemics, pandemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

SECTION 15. Relationship of the parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

SECTION 16. Affirmative Action. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

SECTION 17. Entire Agreement. This Agreement constitutes the entire agreement between Rimage and the Customer with regard to the subject matter hereof, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.