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**R I M A G E<sup>®</sup>**

Rimage<sup>®</sup> Disc Publishing product line

***North American  
Disc Publishing  
Maintenance Agreement  
Terms and Conditions***

***Effective August 1st, 2016***

*These Terms and Conditions are incorporated into Rimage Corporation's ("Rimage's") invoice (the "Invoice") to the end user ("Customer" or "You") of the Rimage Disc Publishing hardware and software ("Solution or Covered Solution") for maintenance for the Solution described on your Contract Confirmation (the "Covered Solution"). Rimage's obligations to provide maintenance services for the Covered Solution is 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 of Rimage Disc Publishing maintenance services to Customer or attempting to vary the pre-printed form of these Terms and Conditions shall be valid or binding upon Rimage unless a Vice President or higher level officer of Rimage expressly accepts such terms or conditions in writing. The Invoice and these Terms and Conditions, including all Exhibits attached, are referred to herein as the "Agreement" or the "Maintenance Agreement." The Exhibits to these Terms and Conditions are incorporated herein by reference.*

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

**SECTION 2. Description of Service.** During the Maintenance Period, Rimage shall provide maintenance for the Covered Solution, on a best effort basis so as to assure that the Covered Solution will perform in accordance with the applicable documentation. Such maintenance shall include:

(a) Maintenance service to correct reported malfunctions of the Covered Solution except as limited by Sections 12 and 13 of this Agreement. Rimage will promptly respond to all requests for such service (repairing or replacing parts or complete components as deemed necessary by Rimage) to maintain the Covered Solution in good working condition. Maintenance shall commence as soon as commercially reasonable on a best effort basis.

(b) Storage of spare parts or exchange units in such a state of readiness that they can be promptly substituted for common malfunctioning parts to the extent determined by Rimage. Parts will be furnished on an exchange basis when installed. At the time replacement parts are installed into the Covered Solution all replaced parts become the property of Rimage and all replacement parts become the property of the Customer, subject to the terms and conditions of this Agreement. All parts will be new or equivalent to new in performance.

(c) The print head assembly and labor cost associated with replacing one (1) failed print head on a Customer owned product during the annual service agreement term. The Customer is responsible for all print head replacements beyond the one (1) covered print head and will be billed at 50% of the then current Rimage Disc Publishing print head replacement price (which includes materials and labor). Failure to replace the print head within the contract year does not entitle the Customer to a credit. This coverage is non-transferrable. This does not apply to CSS drives (see Section 10(j) for details).

Rimage requires Rimage Disc Publishing hardware incorporated in a Covered Solution to be operational and in good working order prior to issuing a Maintenance Agreement as outlined in Section 12. This Maintenance Agreement is non-transferable unless approved and processed by an authorized Rimage representative and a revised Contract Confirmation is provided.

**SECTION 3. Grant of License.** This Agreement permits the Customer to use one copy of the specified version of Rimage Disc Publishing software or firmware on the Rimage supplied hardware. The software or firmware is "in use" when loaded into temporary memory, installed into permanent memory, or installed into internal components of that Covered Solution. Copying software or use of Rimage Disc Publishing software or firmware in any Covered Solution other than that named on this Agreement, or failure to comply with the Rimage Corporation End User License Agreement (EULA) for Rimage Disc Publishing Software used in Conjunction with Rimage Disc Publishing Hardware or Firmware, which may be found at [www.rimage.com/legal](http://www.rimage.com/legal) ("the EULA"), shall void this Agreement.

**SECTION 4. Charges and Payments.** (a) For each of the services outlined in Section 10, the Customer shall pay Rimage the amount set forth in the Rimage pricelist then in effect or such amount agreed to by the parties. For other services, the Customer shall pay Rimage for services in the amounts agreed to within a specific Professional Service and Support quotation or as set forth in Exhibit A. The Customer understands and agrees that the amounts set forth in Exhibit A may change from time to time, and agrees to pay the amounts stated on the then current Rimage Time and Material Rates for services provided after the first anniversary of the effective date of this Agreement. The charges for this Maintenance Agreement will be 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 Rimage's invoice if applicable. Charges for service rendered for less than any full calendar month shall be computed at Rimage's hourly rates then in effect for maintenance requested by the Customer and shall be billed as a separate line item on Rimage's invoice if applicable. At the expiration of each contract period, Rimage shall advise the Customer of the Maintenance Agreement hourly support rates which will apply to the next year of maintenance service.

(b) Full payment is due for the amount set forth on Rimage's invoice at the time this Agreement is put in effect. Prorated Agreements, or requests for payment plans of less than the full annual amount shall be assessed an additional ten (10) percent of the annual maintenance amount. If a Maintenance Agreement is not renewed by the Customer at the time of expiration, the Covered Solution may require re-certification at the Customer's expense. See Section 12.

(c) Customers selecting five (5) year Agreements with annual billing agree to (i) provide a purchase order for the total five (5) year Agreement amount with annual billing payments, or (ii) provide a purchase order for the annual amount, and include the following additional language on their purchase order; "The purchaser acknowledges this is a multi-year Rimage Maintenance Agreement for the purchase of services for five (5) program years and agrees to pay Rimage the agreed to amount on the anniversary of the effective date of this Agreement."

(d) Rimage shall be entitled to recover additional charges for the following services, which are not included in the Maintenance Agreement and for which Rimage will invoice Customer at the hourly rates or part(s) list price then in effect:

(i) repair service on a Covered Solution that has been damaged due to improper use, management, or supervision of the Covered Solution, failure to provide a suitable installation environment including, but not limited to, failure to provide adequate electrical power, air conditioning, or humidity control; causes external to the Covered Solution, which shall include, but not be limited to, fire, flood, water, wind, lightning, electrical malfunctions, and transportation;

(ii) modifications, alteration, or changes made by the Customer, by parties other than Rimage or by other persons not authorized by Rimage;

(iii) maintenance service requests resulting from improper installation or the Customer's failure to maintain adequately trained operators for the Covered Solution;

(iv) premature wear on system components, including the replacement of print head assemblies due to use of non-Rimage Disc Publishing media or ribbons, or replacement of a print head by any party other than Rimage Disc Publishing. Replacement of print heads due to high use, or unless covered as part of a Rimage maintenance agreement, are covered on a "per occurrence" exchange basis;

(v) malfunctioning parts retained by the Customer, due to HIPAA security (see Exhibit B), confidentiality or other reasons, and where Rimage has requested said parts be returned for any reason;

(vi) CSS Drives (see Section 10(j) for details);

(vii) repairs or conditions caused by the Customer's use of parts or consumables not certified by Rimage, or services performed by the Customer or other persons not authorized by Rimage;

(viii) Rimage supplied hardware relocation services, including travel, labor, materials and shipping charges; or

(ix) first service call after the Covered Solution has been moved to a different location (including a move between rooms) if Rimage's approval was not obtained prior to the actual move. All travel, labor, materials, and shipping charges for such services or for services otherwise excluded under this Agreement and not listed in this Section 4 shall be paid for by the Customer at Rimage's retail prices and hourly rates then in effect.

(d) Payments not received, or failure to return exchange units or parts per the terms of this Agreement, or the Rimage invoice, may result in cancellation of the Maintenance Agreement or non-support until payment is made current. Rimage shall have no obligation to perform service on the Covered Solution of a Customer that is not current in its payment obligation(s) to Rimage for charges under this Agreement or otherwise.

**SECTION 5. Software Subscription and Support (SSaS) Releases.** Rimage provides software updates under a Software Subscription and Support Agreement (which is this Agreement but covers only software) or as part of a Rimage Maintenance Agreement.

Software updates are included in this Agreement, excluding updates for End of Service Solutions or software, or End of Production Solutions. These software updates may be available for purchase at Rimage's retail prices then in effect or may be limited to new product sales.

(a) Requirements: All components of a Rimage Disc Publishing system (i.e. autoloader, printer, server, etc.) must be within the eligible Rimage service period and at the same compatibility level, and must be included under this Agreement. Rimage software is a copyrighted work. Failure to comply with the Rimage EULA, which may be found at [www.rimage.com/legal](http://www.rimage.com/legal), will void the Customer's right to use the Rimage Disc Publishing software.

(b) Limitations: Microsoft Operating System: Rimage will follow the support policies of Microsoft. Customers are expected to update to the latest Microsoft Service Packs and Critical Updates, which must be installed within 180 days of general release. The Applicable Microsoft Operating System End User License Agreement for an embedded system may be found at [www.rimage.com/legal](http://www.rimage.com/legal). Rimage will not support Covered Solutions running service packs more than two versions back or provide support of Rimage Disc Publishing Covered Solutions running service packs that are no longer supported by Microsoft. Apple Macintosh Operating System support will be limited to the Apple Operating System specified in the Rimage Disc Publishing application.

(c) Items Included: This Agreement includes documentation updates, software updates, service packs,

firmware, and installation instructions.

(d) Items Not Included: This Agreement does 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 systems to allow the use of the latest Rimage Disc Publishing software.

**SECTION 6. Periods of Maintenance Service.** Unless an upgraded agreement described in Section 10 is purchased by the Customer, the maintenance services and related telephone triage support set forth in this Agreement entitles the Customer to weekday maintenance service between the hours of 7:30 a.m. and 5:30 p.m. local time, Monday through Friday (Business Days). All response time goals set forth in this Agreement are based on Business Days unless otherwise specified. All triage support and maintenance services exclude Rimage recognized holidays available at [www.rimage.com/legal/maintenance-agreement](http://www.rimage.com/legal/maintenance-agreement). If the Customer requests maintenance service to be performed outside the above hours, such service will be provided at the retail hourly rate then in effect.

**SECTION 7. 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 system serial number and other necessary system and trouble information, which may include sending system 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 system so they may attempt troubleshooting to isolate the malfunctioning area; cooperate with Rimage to diagnose the problem over the telephone; reload the Rimage Disc Publishing system operating system, software, or device drivers; replace front swappable recorders or hard disc drives; or perform other Rimage designated Operator level troubleshooting or repairs. Rimage reserves the right to withhold the shipment of replacement items or dispatching a field technician to the Customer's location until the Customer has performed reasonable troubleshooting and failure diagnosis.

**SECTION 8. System Location.** The Covered Solution will be kept only at the contracted site. Rimage has the right to void this Maintenance Agreement with respect to any Covered Solution or part thereof moved to a location deemed by Rimage to be outside of the area of serviceability. If Rimage determines that service at a new location causes Rimage increased travel time or freight cost, the Customer agrees to pay reasonable increased charges. Any Covered Solution moved to a different location without the pre-approval by an authorized Rimage representative may require the Covered Solution to be re-certified as outlined in Section 12.

**SECTION 9. System Add-Ons.** In the event the Customer purchases additional Covered Solutions from Rimage, Rimage agrees to furnish maintenance service for such additional Covered Solutions pursuant to the terms of this Agreement. The additional charge to the Customer for these services shall be at Rimage's published Maintenance Agreement rates or at the retail hourly rate then in effect if no standard published rate applies.

**SECTION 10. Solution Service Programs. GENERAL TERMS:** Rimage will provide support of all Covered Solutions under a currently active Maintenance Agreement and where all software is genuine and properly licensed. The Customer is responsible to ensure the proper operation of all non-Rimage Disc Publishing infrastructure components, including network connectivity, prior to contacting and working with Rimage as required in Section 7. Rimage reserves the right to limit the available Service Programs by Product. The 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. If Customer requests onsite service and no problem with the Covered Solution is found, the Customer may be billed at the then current Time and Material rates as outlined in Exhibit A. The Customer is responsible to return the replacement refurbished autoloader, front replaceable recorder, printer assembly, server, storage array or hard disc drive to Rimage per the guidelines outlined in Section 11.

On Rimage Disc Publishing CD/DVD/BD/CSS Disc Publishing Solutions: The print head is a wear item and excluded from all maintenance services coverage, except as described below and in Section 2(c)(ix). CSS drive(s) are excluded from coverage and the Customer will be billed for the replacement drive(s) at the current list price. The Customer keeps the Field Replacement Unit ("FRU"), autoloader, printer assembly, hard disc drives, or recorder and Rimage keeps the returned FRU.

On Rimage supplied Servers or Storage Array Solutions: The Customer is responsible to replace the hard disc and rebuild the RAID array. The Customer keeps the Field Replacement Unit ("FRU"); server, storage array, or hard disc drive, and Rimage keeps the returned FRU.

**Next Business Day On-site:** After Rimage confirms a system hardware error, Rimage will ship a replacement refurbished autoloader, front replaceable recorder, printer assembly, server, storage array or hard disc drive delivered the next business day. A Rimage authorized technician arrives the next business day to unpack, install, test and repackage the malfunctioning Covered Solution or parts. Rimage will provide a pre-paid return freight label.

The Customer is responsible to follow the Rimage return material procedure and to contact and arrange for the Rimage authorized carrier to pick up the replaced items for return to Rimage within five (5) business days.

**Rapid Exchange:** After Rimage confirms a system hardware error, Rimage will ship a replacement refurbished autoloader, front replaceable recorder, printer assembly, embedded module, server, storage array or hard disc drive delivered the next business day. The Customer is responsible to install and repackage the malfunctioning Covered Solution or parts. The Customer is responsible to follow the Rimage return material procedure and to contact and arrange for the Rimage authorized carrier to pick up the replaced items for return to Rimage within five (5) business days. The Customer is responsible for return shipping charges and to insure the replaced items arrive at Rimage intact. Next business day response time Agreement eligibility is limited to a 100-mile radius of a Rimage specified city.

**Exchange:** After Rimage confirms a system hardware error, Rimage will ship a replacement refurbished autoloader, front replaceable recorder, printer assembly, embedded module, server, storage array or hard disc drive delivered within four (4) or five (5) business days. The Customer is responsible to install and repackage the malfunctioning Solution or parts. The Customer is responsible to follow the Rimage return material procedure and to contact and arrange for the Rimage authorized carrier to pick up the replaced items for return to Rimage within five (5) business days. The Customer is responsible for return shipping charges and to insure the replaced items arrive at Rimage intact.

**Proactive Care Service (PCS):** This is a one time, add-on professional service that requires the Covered Solution to be under an existing Rimage On-site or Rapid Exchange agreement in effect at the time of the scheduled PCS event. A minimum of two (2) Rimage Disc Publishing disc publishing Solutions within the same facility must be included on the PCS coverage option and all units at the Customer location must receive their PCS on the same visit. The PCS visit must be scheduled a minimum of fourteen (14) business days in advance. Rimage will ship a refurbished printer and other materials required to perform the PCS services at the Customer site and confirm receipt prior to the arrival of a field technician.

**Agreement Inclusions:** For each Rimage Disc Publishing Producer III / IV, Catalyst 6000N, 6000 or Professional 5400, 5410, 3400, 3410 Series unit covered under an active Rimage Maintenance Agreement, Rimage will include telephone triage support and software updates as outlined in Section 5 above. Rimage will also provide business hour telephone triage support and software updates for current model Desktop systems under a Rapid Exchange agreement.

**Agreement Exclusions:** The following items and services are specifically excluded from coverage under this Agreement:

- (a) Provide support to Customer requests for services when the Customer has not provided Rimage reasonable access and support to diagnose and attempt to resolve or confirm the Covered Solution malfunction as outlined in Section 7.
- (b) Telephone or maintenance support of systems utilizing parts or consumables that are not certified by Rimage, modifications or services performed by persons not authorized by Rimage or violations of any of the software licensing and software use terms specified in Section 5;
- (c) Print head assembly and labor cost associated with replacing the thermal print head on a Customer owned product following the initial print head replacement;
- (d) Covered Solution that has malfunctioned as a result of improper installation;
- (e) Routine maintenance, including but not limited to: changing ribbons, clearing jams, cleaning print heads, printer alignments; routine adjustments/alignments; and packing or unpacking;
- (f) System relocations or malfunctions due to Customer relocations; exchanges for preventative maintenance; and/or On-site repairs or exchanges for autoloaders with front replaceable recorders;
- (g) Training services of any kind;
- (h) Exchange of an external Control Center that has been in operation for more than three (3) years. External Control Centers that are more than three (3) years old will be serviced by returning the unit, inbound freight cost at Customer's expense, to the Rimage depot for repair and return;
- (i) Proactive Care or Preventative Maintenance Services or similar services that are included as a billable Proactive Care Service agreement; and
- (j) CSS drive(s). The Customer will be billed 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 CSS drives is received and accepted by Rimage.

Rimage reserves the right to deny coverage under this Agreement for other items and services outside of the Description of Service in Section 2 and Section 10. Charges for items or services not covered by this Agreement are set forth in

Section 4, or will be quoted at the time it is determined by Rimage that the item or service is not covered by this Agreement.

**SECTION 11. Covered Solution Exchange and Return.** Rimage provides a standard configuration in stock item to be delivered by next business day freight (where available) when such a request is in house at Rimage by 3:00 pm central time. Non-standard equipment is not stocked and will be shipped on a best effort basis, typically within 2 business days of order request. When any autoloader, printer, recorder, server, storage array, hard disc drive or other part is sent to the Customer, the Customer is responsible to follow the Rimage provided return material procedure, to repackage the replaced item using packing materials received with the replacement shipment, and to contact and arrange for a carrier to pick up the replaced item for return to Rimage's U.S. or Canadian depot within five (5) business days. The Customer is responsible for return shipping charges to Rimage and Rimage is responsible for ground shipping charges back to the Customer unless otherwise agreed by Rimage. The Customer is responsible to insure the replaced item arrives at Rimage intact unless otherwise specified by Rimage. Failure to return the replaced item within five (5) business days from the date of service completion will result in the Customer being charged for the full list price of the non-returned item. In addition, Rimage will suspend providing maintenance services under this Agreement until the replaced items are returned or Rimage is paid in full.

*Failure to package the replaced item properly in Rimage approved packaging could result in damage during shipping that renders the replaced item non-repairable. If the replaced item is damaged due to improper packaging or a palletized item is returned in non-palletized packaging, or damage is caused by the Customer's shipping agent, the Customer will be charged for the cost of repair or replacement of the replaced item.*

**SECTION 12. Recertification.** Any Rimage Disc Publishing Covered Solution that is beyond the original Warranty or Maintenance Agreement period and/or is beyond coverage under an active Rimage Maintenance Agreement by more than 60 days is subject to Recertification when purchasing a new Rimage Maintenance Agreement. Recertification requests must be included with an order for a Post Warranty Rimage Maintenance Agreement. Any Covered Solution that is beyond the original Warranty, Warranty Upgrade, or Post Warranty Maintenance Agreement period by more than 1 year requires factory recertification, which will include billable labor and parts. Once the Covered Solution is examined and approved, a Rimage Maintenance Agreement may be sold and applied to the Covered Solution.

**SECTION 13. Incidental or Consequential Damages. RIMAGE AND THE CUSTOMER AGREE TO HOLD THE OTHER HARMLESS FOR ANY CLAIMS, DAMAGES, LIABILITIES, ACTIONS, OR LOSSES FOR ANY PERSONAL INJURY, DEATH, OR LOSS OR OTHER DAMAGE TO PROPERTY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, MAINTENANCE SERVICE FOR THE COVERED SOLUTION AS DEFINED IN THIS AGREEMENT. RIMAGE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF ACTUAL OR ANTICIPATED PROFITS, RESULTING FROM COVERED SOLUTION FAILURES AT THE CUSTOMER'S SITE. IN NO CASE SHALL RIMAGE BE RESPONSIBLE FOR DAMAGES IN EXCESS OF THE AMOUNT THE CUSTOMER PAYS FOR THIS MAINTENANCE AGREEMENT.**

**SECTION 14. Assignment.** Rimage may assign its rights and obligations under this Agreement without the written consent of the Customer. The Customer recognizes the right of Rimage to designate competent agents to act on its behalf to perform maintenance services.

**SECTION 15. Termination.** The Customer may terminate maintenance services under this Agreement prior to the Agreement scheduled end date by giving thirty (30) days written notice to Rimage. The minimum cancellation charge will be four (4) months of the Maintenance Agreement charges. In addition, all discounts provided by Rimage as part of a multi-year maintenance agreement or for any other reason will be forfeited and further reduce any credit or refund provided to the Customer. Rimage shall, at its sole discretion, have the right to terminate this Agreement without penalty upon thirty (30) days written notice to the Customer following (i) any alleged breach or default by the 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, (iv) any solution or parts added to the Covered Solution purchased by the Customer from a source other than Rimage without Rimage's prior written consent, (v) misrepresentation of the equipment serial number(s) covered under this Agreement or (vi) the use of non-Rimage certified consumables with the system. If Rimage voids this Agreement pursuant to Section 3 or Section 8, the minimum cancellation charge shall be paid by the Customer to Rimage.

**SECTION 16. Notices.** Except for 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 the Customer at the addresses on the invoice for the charges associated with this Agreement. 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 16.

**SECTION 17. 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 18. Laws Governing.** Unless an express definition herein or the context hereof otherwise requires, all terms used in this Agreement which are defined in the Uniform Commercial Code, as adopted in the State of Minnesota, shall have the same definition and meaning for purposes of this Agreement and all related transactions and documents. 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. The Customer irrevocably waives any objection to the jurisdiction of, or venue in, either of these courts and agrees that the acceptance of service under this Agreement constitutes doing business in the State of Minnesota. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement, its execution, delivery or performance.

**SECTION 19. 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 20. 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, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters. In addition to such acts of force majeure, Rimage shall not be liable in any way for the delay, failure in performance, loss or damage due to non-compliance of any component of the Covered Solution. The Customer and Rimage agree that this allocation of risk is fair, reasonable, and not unconscionable.

**SECTION 21. U.S. Government Customers.** For U.S. Government End Users, Rimage agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60 - 60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

**SECTION 22. Affirmative Action.** Rimage and subcontractor(s) 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.

**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.

# Exhibit A

## Rimage Disc Publishing Product Time and Materials Rates (Effective March 1, 2010)

	<b>Standard Rate</b> Monday – Friday 7:30 AM - 5:30 PM *	<b>Overtime Rate</b> Monday – Friday 5:30 PM - 7:30 AM and Saturday/Sunday
<b>Labor Charges – All rates per hour</b>		
CD/DVD/BD/CSS Disc Publishing Solution Labor (Minimum 2 hours)	\$215.00	\$322.00
<b>Travel Charges – All rates per hour</b>		
Travel Time Portal to Portal	\$215.00	\$322.00
<b>Airfare Charges – actual costs</b>		
<b>Rental Car - actual costs</b>		
<b>Hotel Charges - actual costs</b>		
<b>Personal Vehicle - \$0.50 per mile</b>		
<i>Meal Charges are included in the hourly rate</i>		
<b>Parts Costs are List Price plus Shipping &amp; Handling costs</b>		

\*Time indicated is for the time zone of the Customer.

**Please contact Rimage at +952.946.0004 or 1.800.553.8312 for further information.**



## **Exhibit B**

### **Rimage Requirements for Solutions Subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)**

Customer represents that Customer will arrange for the deletion of all PHI (Protected Health Information) from the memory (hard drive or otherwise) of any Rimage provided solution that will be covered under the Maintenance Agreement to which this Exhibit B is attached. Customer will not allow Rimage to view or receive any disk or other media that contains PHI. If it is necessary for Rimage to view or receive any data on any media or otherwise in order to provide maintenance services, Customer will provide “dummy” data that is not the PHI of any person. Customer will ensure that its personnel secure and safeguard PHI so that no PHI or other sensitive beneficiary information is received by any of Rimage’s or any Rimage subcontractor’s personnel who perform Services under the Maintenance Agreement. Where Customer determines that a component that would normally be exchanged under the Maintenance Agreement must be destroyed to safeguard PHI, Customer will pay Rimage for the component pursuant to the Rimage Disc Publishing then current retail price list.