



Warp Systems Services Agreement

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Terms & Conditions of Service

DEFINITIONS

"Agreement" means this Agreement as varied from time to time.

"Services" means the Warp Systems Service Program as described herein and in the attached Appendices.

"You" or "Your" means the person, business, company or other legal entity that is named as the purchaser of the Services.

"Warp" means Warp Systems Pty Ltd, ACN 074 216 523, of 317 Pascoe Vale Road, Essendon, Victoria, Australia, 3040

PARTIES

This agreement is between Warp Systems as supplier of the Services and You as the purchaser of the Services.

TERM OF AGREEMENT

Subject to Your compliance with this Agreement, the Services are purchased by and supplied to You for the term specified and chosen from the Appendices. Services are active from the date of invoice from Warp to You. You will be deemed to have accepted all terms and conditions of this Agreement upon placement of an order with Warp. Services for new products must be ordered within 90 days of the original hardware purchase date from Warp

This agreement will be renewed for a period of 12 months at the end of the initial term of this agreement and annually thereafter, unless specified in writing by WARP or You. You will be invoiced for the additional services cover at the then current rates sixty (60) days prior to the expiry of this agreement.

WARP availability of support and maintenance services will be for 3 years following the date the equipment was officially discontinued for sale by WARP.

SUPPORTED PRODUCTS

Warp will provide the Services with reasonable skill and care. Warp's obligation to deliver the Service is subject to agreement, and will require from You proof of purchase of the product before Services will be created. The Services cover the products detailed in the Service Certificate as described in appendix 4, Product and Service Level Details, and identified by hardware serial number.

Support for accessories is limited to Basic service only for a period of 3 months.

ADDITIONAL PRODUCTS

Additional new equipment may be bought by YOU from WARP and added to this agreement from time to time. Services for that equipment will commence from the date of invoice from WARP to YOU. Services for additional equipment will be billed at the then current rates on a pro-rata basis to the renewal date for this agreement.

If YOU obtain similar products to those that are included in this agreement from parties other than WARP, these may be considered for support by WARP. However any such product will need to be inspected by WARP to determine the condition, model variants and supportability of the products. Any such assessments will be billed to YOU at WARP's current Time and Materials rates.

REPAIR PARTS

During provision of the Services replacement parts or products will be new or refurbished parts or products equivalent to new in performance. Parts fitted during repair become Your property and parts removed during repair become WARP property.

CHANGES AND NOTICES

At Warp's option, Warp may change the serial number of product(s) covered by the Services when the original product is destroyed or beyond reasonable repair and a replacement product is provided by Warp Systems. The replacement device will assume the remaining period and level of cover of the device it replaces.



EXCLUDED SERVICES

The Services descriptions in the Appendices state what is included in the scope of the Services. Where services are requested that are outside the scope of the Services, such Services will require payment by You of additional costs in accordance with Warp's standard time and materials rates. Prior to carrying out such services, Warp shall issue a quote to the contract holder for approval. After provision of the services, Warp shall issue an invoice to the contract holder for payment within Your standard terms of trade with Warp.

CUSTOMER RESPONSIBILITIES

You are responsible for:

- i. Notification to Warp immediately if there is any change regarding information provided as part of this Agreement;
- ii. Making all reasonable efforts to co-operate with Warp in resolving problems remotely;
- iii. Discharging all telecommunications charges associated with provision of telephone and remote services;
- iv. Compatibility of non-supported products, accessories and devices with the product(s);
- v. Security of Your own proprietary and confidential information and for maintaining a procedure for reconstruction of lost, or altered files or data programs.

TERMINATION

The Services may be terminated by Warp in the event of a failure by You to perform Your material obligations under this Agreement and/or pay for all or any part of the Services.

HOLIDAYS

Warp will observe all local public holidays when no Service shall be provided.

NO LIABILITY

To the maximum extent permitted by law, Warp's liability for any loss, damage or injury arising directly from any defect in the Services we supply to You, or for non-compliance of those Products with agreed specifications or a condition or warranty that cannot be excluded, is limited to the replacement of the Services.

Warp will not be liable for loss of any kind that You suffer from termination of this Agreement or (to the maximum extent permitted by law) for any negligence or misrepresentation or any other act or omission on Our part.

DISPUTES

If any legal proceedings are commenced to resolve any dispute or difference which may arise in connection with the Services offering, the prevailing party shall be entitled, in addition to any other award that may be made, to recover costs, legal fees and expert witness fees, including any costs or legal fees incurred in connection with any appeals.

PLACE OF CONTRACT

This agreement is made in the State of Victoria. Any dispute arising between the parties out of this agreement will be determined in accordance with the laws then in force in the State of Victoria.

ENTIRE AGREEMENT

No subsequent agreement, arrangement, relationship or understanding between the parties shall be valid, effective or enforceable and no obligation or liability shall be created on behalf of either party hereto unless and until it is contained in writing, signed by a duly authorised representative of each party. This Agreement document constitutes the entire understanding between Warp and You with respect to the subject matter, and supersedes and replaces all prior and contemporaneous agreements, whether written or oral, as to such subject matter. Your acceptance of this Agreement is deemed to occur upon Your purchase of the service.



Warp Systems Service Program

The WARP systems service program is a prepaid Service and Support program that offers substantially better support coverage by including accidental breakage during normal use of a WARP supplied Product (Basic coverage does not cover accidental breakage). This service must be purchased with the hardware or within ninety (90) days thereafter.

The Warp Systems Service Program offers five options from simple warranty repair to rapid response with application restoration. Depending upon the service option chosen, products are diagnosed and restored to factory or Your specifications via:

- Repairs, alignments, adjustments, and restorations, if appropriate, of any covered product(s) that malfunctions while being used within the operational and environmental parameters specified by Warp Systems.
- Product updates, if applicable, as may be defined from time to time by Warp Systems.

WARP SYSTEMS SERVICE LEVELS

COVERAGE	BASIC ₁	STANDARD	BUSINESS
Manufacturer Defects Only	X		
10-day Turnaround ^[1]	X		
5-day Turnaround ^[1]		X	
3-day Turnaround ^[1]			X
Manufacturer Defects	X	X	X
Covers normal Wear and Tear including Accidental Damage but not Displays		X	
Covers normal Wear and Tear including Accidental Damage and Displays			X
Application loading and configuration ^[2]	N/A	Optional	Optional

1 - Turnaround time is from receipt of unit back at Warp Systems and does not include time in transit. Freight charges for units being returned to Warp Systems are at YOUR expense. Warp Systems will return the units to the location specified by the contract holder. See Appendix 1 Warp Responsibilities for further details.

2- Application loading and management requires customer to supply and maintain required software and installation/configuration instructions. Minimum order quantity applies, email us for details.

Appendix 1: Hardware Support

Warp Systems Responsibilities

1. Provide repairs or replacements within the designated contract agreement period. Turnaround times are an objective and not a guarantee. From the date the Customer submits the Product to the Warp Systems repair centre (all items received prior to midday count as Day 1), the following occurs:

Basic Coverage

Day 1-10

Product being assessed and repaired by Warp Systems



Day 10	Product shipped out from Warp Systems to designated address
Standard Coverage	
Day 1 - 5	Product being assessed and repaired by Warp Systems
Day 5	Product shipped out from Warp Systems to designated address
Business Coverage	
Day 1- 3	Product being assessed and repaired by Warp Systems
Day 3	Product shipped out from Warp Systems to designated address

2. Provide service on standard Warp Systems workdays: Monday through Friday 9am to 5pm (AEST), excluding public holidays and closures observed by Warp Systems.
3. Warp Systems shall arrange and pay for shipment on all outbound repairs to Capital Cities within Australia. Regional shipments will incur additional freight charges, which will be invoiced to the Customer as required. For confirmation of delivery times and any additional charges please contact Warp Systems when requesting an RMA number.
4. Warp Systems reserves the right to return to the Customer the same Product type and Configuration as was submitted for repair but not the identical product serial number as originally submitted. The replacement device will assume the remaining period and level of cover of the device it replaces.
5. Repair external plastics, displays, keyboards, exit windows, triggers or faulty (broken) internal devices that occur during usage.

Specific examples of items included under Warp Systems Service Program that are not covered under Warp Systems Basic Warranty include restoring, repairing or replacing:

- Repairs of displays, keyboards, exit windows, triggers, touch screen / digitisers, and housings; or
- Repairs of faulty or broken internal devices (including circuit boards) that occur during usage.

6. Provide Telephone support.
Customers speak with a Warp Systems Support staff member who will:
 - Assess the nature of the problem.
 - Assist/perform problem determination.
 - Manage problem resolution.

Please see Appendix 3: Obtaining Service for details of Telephone cover periods.

Customer Responsibilities

1. Provide for the safe transport of products needing repair to Warp Systems with a completed repair return form. Bear all costs and risks associated with this transportation. All items should be packaged to normal commercial standards. Product original packaging is recommended.
2. The customer will incur additional charges at the standard time and materials rates (as published from time to time) for any of the following activities, which are not covered under Service Program Support:
 - Replacement of consumable parts or accessories, as defined by product, which include but are not limited to batteries, cables, print heads, carrying cases, paper, customer changeable memory cards, tapes, ribbons, etc.
 - Problems caused by operator error, vandalism, unauthorised alterations or attempted repair, direct lightning damage, or other natural or manmade disasters (such as fire, theft, water damage or floods).
 - Non-remedial work such as but not limited to firmware or protocol upgrades, reprogramming, and product configuration.
 - Performance of any file backup or restoration processes (unless remote archive and restoration option is purchased).
 - Standby at customer's request.
 - Completion and test of incomplete application programming or system integration if not contracted for by Warp Systems and specifically listed as covered.
 - Repair of non-covered products.



Service Contract Coverage Restrictions

1. Coverage does not include damages caused by using the device outside of the product's operational environment as specified in the product specification.
2. Where products are submitted to Warp Systems for repair that are outside the scope of Service Contract Coverage, Warp Systems will, prior to carrying out such repair, issue a quote to You for approval. If the repair is deemed by You to be uneconomical, Warp Systems will return the faulty product un-repaired. A fee of \$60 will apply to any such service requests.
3. Where ongoing damage on individual or multiple devices is deemed by Warp Systems to be excessive, or systemic, Warp Systems will provide Customer with written notification of review of the service contract cover. At Warp Systems option, should such damage continue unabated, products deemed by Warp Systems to have been damaged through improper or malicious use will incur a repair charge.
4. Screen damage due to "wear and tear" is only covered by Business Level and Premium Level service contracts

Appendix 2: Application Loading and Management

This service is available to both Standard and Business Level Service Contract holders. As this service requires considerable levels of data and applications sharing and testing, this service can only be offered to customers with a base of over 80 units and requires a lead time of 25 business days from service ordering to commencement.

Management option:

Application loading archives and reloads software applications onto a terminal at the time of repair.

- Applies to RF and batch terminals
- Does not include network configuration information

Configuration Management loads site-specific information, such as IP addresses, wireless identifications and frequencies, onto products under contract at the time of repair.

- Applies to RF and batch terminals, scanners and access points

Warp Systems Responsibilities

1. Archive the latest version of the customer's application. Application and any application updates are to be supplied to Warp Systems by the contract holder.
2. Reload application to terminals at the time of repair
3. Archive site-specific information. Site-specific and any site-specific updates are to be supplied to Warp Systems by the contract holder.
4. Load site-specific information onto contracted equipment prior to return shipment

Customer Responsibilities

1. Provide all necessary components to load and configure the device, along with instructions
2. Send applications and loading instructions to servicecontracts@warp.com.au ten (10) business days prior to implementation of this service.
3. Provide a test unit to Warp Systems, which Warp Systems will load and configure. Warp Systems will return the unit to customer for validation and approval.
PLEASE NOTE: implementation of this service is dependent upon customer approval and validation of the provided test unit's configuration
4. Deliver any application updates and revisions in the same format on or at least ten (10) business days prior to implementation
5. Supply any site-specific information in the specified format at least ten (10) business days prior to implementation
6. Present any site-specific updates and/or changes in the same format at least ten (10) business days prior to implementation



Appendix 3: Obtaining Service

The WARP web site is the primary source of support for WARP supplied devices. This web site has a comprehensive list of Frequently Asked Questions that often assist users to resolve issues that may arise with devices.

Should repairs be needed, there is a simple three (3) step process.

- Obtain a Return Authorisation (RA) number from WARP
- Complete a repair form
- Despatch the device to Warp

Obtain a Return Authorisation number.

- Email rma@warp.com.au Stating Your name, the Customer Business name, the device serial number and a brief description of the problem

Complete a repair form

- obtainable from: http://www.warp.com.au/category.paje?CATEGORY_ID=1380

Despatch the faulty device to WARP

- Use appropriate packaging
- Include the completed repair form
- Ensure you include your preferred return address

Return Goods Address is:

Warp Systems Pty Ltd
Att: Services and Repair
317 Pascoe Vale Road
Essendon, Victoria 3040

Warp Systems Service Desk

The Warp Systems Service Desk is available to assist contracted customers resolve questions you have on WARP supplied products and / or services. As a contract customer, you are provided with access to our technical experts and a defined response time and escalation path.

The Warp Systems Service Desk provides two types of assistance:

- "Non-technical" for help in tracking products sent for repair or general administrative questions. This includes instructions on where to ship faulty products etc.
- "Technical" assistance for expert help in resolving technical questions about a product or problem resolution with your WARP supplied products.

Telephone coverage is available Monday through Friday 9am to 5pm (Melbourne local time) excluding holidays and closures observed by Warp Systems.

Provide telephone call back response within four (4) business hours.

Call Warp Systems Toll Free - Warp Systems **1800-686-990**

Please note: Whenever You contact WARP for Service Assistance whether by email or phone be prepared to provide:

- Serial number of product
- Problem description
- Contact name and number



- Company name and location

With this information, we can quickly and accurately identify your location and equipment records to deliver the timely service you expect. Entitlement is based on the serial # of the products under a Warp Systems Service Contract.

Appendix 4: Product and Service Level Details

When You are invoiced for your new products and services, Warp will issue to You a Service Certificate to confirm pertinent details of Your service contract. Please note that these services will only be valid upon full and timely payment to Warp.

This will detail:

- Contract number
- Service commencement Date and Term
- Service Purchased
- The Product type and Serial Numbers of devices for which services have been bought.