

HARDWARE MAINTENANCE & SUPPORT ATTACHMENT Peak desires to provide to Customer, and Customer desires to obtain, the maintenance and support services for the Hardware identified in an Order (“Maintenance Services”) in accordance with the terms and conditions set forth in this Hardware Maintenance & Support Attachment (“Attachment”) and the Agreement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES. Peak hereby agrees to provide to Customer for each Term (as hereinafter defined) the Maintenance Services at each designated site for which Customer pays to Peak the applicable maintenance fees. Peak’s normal business hours are defined as Monday through Friday 8AM-5PM, local time at Customer’s location, excluding Peak holidays. Support is also available by telephone at 800-PEAKFIX or through the Internet at [www.peaktech.com](http://www.peaktech.com). Service and support outside normal business hours, including holidays, may be available for additional charges as defined in an SOW or quote

1. Customer may request the following service(s):

◆ “Depot Service.” Peak shall provide Maintenance Services at Peak’s maintenance facilities or manufacturer location. Customer shall contact Peak and place a request for Maintenance Services, at which time Peak will provide Customer with a Notification Number. Customer shall be responsible for shipping the Hardware (at Customer’s expense) requiring service to Peak’s maintenance facility, the address of which Peak will supply to Customer. Customer shall include with the Hardware a detailed description of the problems with the Hardware and shall display the Notification Number on the exterior of the shipping package for the Hardware. Peak shall repair the Hardware and return the Hardware via ground delivery at Peak’s expense if the device is under a current and valid Maintenance Services contract and at the customer’s expense if Maintenance Services are being provided on a time and materials event. As indicated on the Order, Customer may purchase (at Customer’s expense) a replacement unit(s) of the Hardware for storage at Peak’s depot location (“Hot Spares”). Upon Customer’s notification that it requires the Hot Spare, Peak will return the Hardware to Customer (at Peak’s expense) via next day delivery. For Depot Service on Motorola Hardware only, the terms and conditions of this Agreement and Attachment are hereby replaced with the Peak Technologies, Inc. Terms and Conditions for Depot Service for Zebra Hardware located at: <https://www.peaktech.com/terms-and-conditions/>

◆ “Onsite Service.” Peak shall provide Maintenance Services at Customer’s locations where the Hardware is located, as indicated on an Order. Additional locations may be subject to additional charges, which shall be detailed in the relevant SOW or Quote. Customer shall contact Peak and place a request for Maintenance Services, such request must include a detailed description of the problem(s) with the Hardware, its location, and such other information as requested by the Peak support representative. Peak’s goal is to dispatch a service technician to the Customer’s site to perform the Maintenance Services within the timeframe set forth in the Order. Fees for Onsite Service in accordance with this section are inclusive of any travel up and to the defined zone. Travel more than 100 miles from the service representative’s

primary location within the territory may incur additional travel charges as noted within the applicable SOW or quote.

◆ “Telephone Support.” Peak shall provide Maintenance Services to Customer via telephone. Customer shall call Peak at 800-PEAKFIX and place a request for Maintenance Services, such request to include a detailed description of the problems with the Hardware, model and serial number of the hardware, hardware location, name and phone number of local contact, and such other information as requested by the Peak support representative. Peak shall provide Customer with a telephone response within four (4) hours during normal business hours following first notification of a problem.

Peak may perform a pre-contract inspection of Hardware prior to the addition of Hardware to any Maintenance Services agreement. Peak will invoice Customer for any parts used by Peak during the pre-contract inspections to return Hardware to an operational state. In addition, any required travel for the pre-inspection event may incur added travel costs at Peak’s current rates.

Peak reserves the right to discontinue providing Maintenance Services for any Hardware for which it cannot obtain an adequate supply of spare parts and supplies through commercially reasonable means, or like conditions that preclude Maintenance Services from being rendered due to operational constraints. Where possible, Peak may provide Customer with thirty (30) days prior written notice of its intent to discontinue providing Maintenance Services for such Hardware and upon the discontinuation, Peak shall adjust the fees for Maintenance Services accordingly. If the Hardware specifications shown on an Order are inaccurate or incomplete, Peak will adjust the fees for Maintenance Services to reflect the accurate specifications of the Hardware and Peak will invoice Customer for the corrected Hardware specifications retroactive to the Effective Date (or the date at which the Hardware became covered by the Maintenance Services). If the customer requires compliance certifications, use of a compliance platform or compliance service, or similar requirements that come at an added cost to Peak to deliver services, the cost associated with the required certification shall be added to the service contract.

2. **ADDITIONAL SERVICES.** Maintenance Services do not include the following Additional Services: (A) site preparation and maintenance of a proper environment, (B) set up and installation of Hardware, (C) moving Hardware, (D) painting or refurbishing Hardware, (E) adding, changing or removing features or options or making other functional changes to Hardware, (F) providing consumable supplies such as paper, ribbons and print heads (“Media”), including the replacement of consumed paper and supplies required during maintenance and repair services, (G) systems engineering services, programming services and operational procedures of any sort, (H) line printer shutters, Epson printheads and cutter assembly for shredders and (I) maintenance, repair or replacement of parts or Hardware, when such services are required because of abuse, misuse, accident, neglect, usage in an improper environment, not in accordance with manufacturer’s specifications for the Hardware, or in excess of an item's duty cycle or other loss or damage to Hardware due to any insurable loss or any cause or causes external to the Hardware. Any Additional Services which Customer requests and Peak agrees to perform will be billed on a time and materials basis subject to Peak’s then-current applicable

rates. Associated actual and reasonable expenses include travel, lodging and project expenses incurred by Peak in the performance of the Additional Services.

The support agreement will include one (“1”) Preventative Maintenance (“PM”) event annually. A PM is defined as a scheduled service event in accordance with manufacturer specifications and recommendations. If the Customer is not able to accommodate a Peak representative when the PM event is scheduled or planned, or if a device is not readily available when the PM event is scheduled or planned, Customer will be deemed to have cancelled the PM event and Peak’s obligations to perform PM shall be satisfied. If the Customer requests a PM revisit, the resulting revisit may be billed at the prevailing labor and travel rates.

3. PARTS. Peak will replace parts on an exchange basis only. Peak reserves the right to use remanufactured or refurbished parts. Such parts shall be deemed to be the equivalent to new parts when installed in the Hardware. All parts sent to Peak by Customer on an exchange basis shall become the property of Peak. Any part not readily available by the OEM and requires design, manufacturing, or sourcing for procurement may be subject to additional costs. The related costs will be discounted as an entitlement of the service contract. Any part in support of a discontinued device may be subject to additional costs and at a reduced rate.

4. CUSTOMER RESPONSIBILITIES. Customer shall provide the following for Onsite Service: electric power for portable electric tools, sufficient light where possible, safe access to the Hardware, appropriate Media and reasonable cooperation from Customer’s employees. Customer acknowledges that Peak is not liable for any hardware, software, or any other items or services provided to Customer by any persons other than Peak, except as set forth in the Agreement. Customer shall promptly notify Peak of any anticipated delays or deficiencies in Customer’s responsibilities and shall provide prompt assistance in resolving any such delays or deficiencies to Peak’s reasonable satisfaction. Peak reserves the right to stop work until Customer remedies such delays or deficiencies to Peak’s reasonable satisfaction

5. TERM AND TERMINATION. Unless otherwise agreed in an Order, Peak shall provide Maintenance Services to Customer on a 12-month annual basis (the “Term”) upon payment in full for all Maintenance Services fees for the Term. The initial Term for the Maintenance Services shall commence following the expiration of any warranty period that may be specified in the Order (the “Initial Term”). After the Initial Term, each Order shall automatically continue for successive one (1) year Terms (“Renewal Term”) unless either party provides the other with written notice of its intent to terminate the Order at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Prior to the commencement of a Renewal Term, Peak may invoice the Customer for the cost of the Services to be provided hereunder for the following Renewal Term. If Customer does not pay such renewal invoice in the manner agreed upon for payment as set forth in Section 6, then Peak may terminate the Order immediately, and Customer shall pay Peak for Maintenance Services rendered through the date of termination at Peak’s then-current applicable rates. Customer may add Hardware to Maintenance Services by signing Peak’s Order which may be in the form of a Peak quote or Peak’s Equipment Add Form. The term for any Hardware added under Maintenance Services

during the Term shall be coterminous with the expiration of the current Term. Customer may remove any Hardware from the Maintenance Services by providing written notice to Peak within thirty (30) days of the commencement of the Term. If a customer has a PM contract, the contract cannot be canceled if Peak has completed any of the contracted PMs. If a party commits a material breach of this Attachment, and such breach is not cured within thirty (30) days of notice to the breaching party. Peak shall return to the Customer the unused portion of any pre-paid Maintenance Services fees less fifteen percent (15%) and less the cost of any parts/services provided to Customer prior to cancellation, plus any amounts due and owing to Peak. Notwithstanding this provision, any product covered by this agreement for more than one-half of the prepaid term stated on the cover page will not qualify for any refund or rebate in the event of termination of this Agreement.

6. BILLING AND PAYMENT. Unless otherwise set forth in an Order, Peak shall invoice Customer for the Initial Term upon execution of this Agreement and shall invoice Customer for any Renewal Term at least thirty (30) days prior to the end of the Initial or the then current Renewal Term, as applicable. Customer shall pay Peak in full immediately upon receipt of invoice. If the Customer requires the issuance of a purchase order, Customer shall issue the purchase order to Peak for the Renewal Term prior to the expiration of the current Term. Customer may request that Peak provide Maintenance Services at additional locations, which shall be subject to additional fees. Maintenance Fees are exclusive of any telephone or Internet charges incurred if remote access is required, or any shipping charges incurred when Peak is required to send materials to Customer. Peak shall invoice Customer for such expenses monthly and Customer shall pay Peak upon receipt of Peak's invoice.

7. WARRANTY. Peak warrants that it will render the Maintenance Services in a good and workmanlike manner. Peak warrants to Customer for a period of thirty (30) days following the performance of any installation work by Peak, that such work will be performed in a good and workman-like manner. In the event of any material failure to meet such standard, Customer's exclusive remedy and Peak's sole responsibility shall be for Peak to re-perform the Maintenance Services or, if in Peak's discretion it is not commercially reasonable to re-perform the Maintenance Services, provide Customer with a refund of the Maintenance Fees paid by Customer for the current Term. Peak's obligations and liability under this warranty are conditioned upon the receipt of prompt notice of defects as to parts and/or workmanship from Customer. Timely completion of Maintenance Services by Peak is subject to the timely satisfaction by Customer of any Customer obligation or requirement. This warranty shall be void if the Hardware is damaged or rendered unusable by the willful act, negligence and/or tampering of persons other than Peak. TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ATTACHMENT, PEAK DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH REGARD TO THE SERVICES PROVIDED UNDER THIS ATTACHMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS ATTACHMENT.

8. END OF LIFE. For products that have been announced to be “End of Life” or “EOL”, Peak may at its discretion, provide Maintenance Services in accordance with these terms on a “best effort” support basis. End of Life is defined as a product is no longer manufactured, at the end of its product lifecycle preventing updates, access to service parts, service documentation, and training. Peak reserves the right to not supply the Maintenance Services, or otherwise cancel all or any part of the Maintenance Services agreement at any time during the support period, due to lack of parts availability, service documentation, specialized tools, or required skills through certification. Terms for “best effort” include you will remain eligible for equipment repairs by means of spare part replacement, whereby Peak will make commercially reasonable efforts to maintain adequate spare parts supply, though there is no guarantee that spare parts will be available. Best effort support may be cancelled or terminated by Peak at its discretion. In addition, if parts fulfillment requires specialized tools or manufacturing, design or drawing requirements, or if the costs of parts have exceeded reasonable increases, the costs associated with such changes will be passed on to the Customer at a discounted rate.

9. INCORPORATION OF AGREEMENT. The parties hereby acknowledge and agree that this Attachment is attached to and forms a part of the Agreement and that the terms of the Agreement are also incorporated herein by reference. 1 Rev. 060121