

## SERVICE CARE PLAN TERMS AND CONDITIONS

These Service Care Plan Terms and Conditions (“**Terms**”) together with X-Rite’s quote referencing these Terms (“**Quote**”) and Schedule A and B hereof (collectively this “**Agreement**”) is between the X-Rite entity identified in the Quote (“**X-Rite**”) and the customer identified in the Quote (“**Customer**”).

### 1 **Definitions.**

- 1.1. “**Care Plan**” means any of the Products care plans offered by X-Rite hereunder and identified in Schedule A, namely the Premium Care Plan, Preferred Certified Care Plan, Preferred NetProfiler Care Plan, Protective Care Plan and Field Services Care Plan.
- 1.2. “**Coverage End Date**” means the end or termination date of the Services identified in the Quote.
- 1.3. “**Coverage Period**” means the period commencing on the Coverage Start Date and ending on the Coverage End Date.
- 1.4. “**Coverage Start Date**” means the starting date of the Services identified in the Quote.
- 1.5. “**Error**” means any verifiable and reproducible failure of a Product to materially conform to its Specifications (but expressly excluding Excluded Errors)
- 1.6. “**Excluded Errors**”: means Errors caused by one or more of the following events which X-Rite is under no obligation to provide Services for pursuant to this Agreement (a) Customer’s failure to implement in a timely manner any improvements, or modifications to the Product provided to Customer by X-Rite; (b) acts of God, (c) acts of government; (d) misuse or abuse, (e) Customer instructions, installation, or set up adjustments; (f) repair, service, modifications of or to any part of the Product by any party other than X-Rite or its authorized service centers; (g) accident or damage; or (h) use of the Product not in accordance with X-Rite’s documentations.
- 1.7. “**Loaner**” means a temporary replacement Product.
- 1.8. “**Product**” means the X-Rite products identified in the Quote.
- 1.9. “**RMA**” means an X-Rite issued/authorized return material authorization.
- 1.10 “**Services**” means the maintenance and repair services of the Care Plan identified in the Quote.
- 1.11 “**Specifications**” means the applicable Product specifications published by X-Rite.

2. **Services.** Subject to the terms and conditions of this Agreement, X-Rite shall provide Customer with the Services for the Products commencing on the Coverage Start Date and ending on the Coverage Ending Date. X-Rite has no obligation pursuant to this Agreement to provide any services, and will have no liability, for any product purchased from X-Rite or its authorized resellers that is not listed in the Quote or for any non-X-Rite product. Additionally, X-Rite has no obligation to provide any services (i) not expressly set forth in the Care Plan identified herein (ii) in connection with any of the Excluded Errors. Services beyond the scope of the Services set forth in this Agreement may be performed by X-Rite at Customer’s written request and X-Rite’s agreement, subject to X-Rite’s then-current charges for such services. X-Rite is under no obligation to provide any such services.

2. **Price.** The prices for the Services hereunder are set forth in the Quote and are payable in one lump sum upon signature hereof (“**Prices**”) unless otherwise provided in the Quote. Prices are exclusive of any taxes and Customer will be responsible for any and all taxes relating to this Agreement if any, other than taxes on X-Rite’s income. The Customer acknowledges and agrees that gaps in coverage are not allowed. Accordingly, Customers that purchase Care Plan agreements after the Product purchase or after the expiration of prior coverage may be charged an additional fee to cover all gaps in coverage. Care Plan price for coverage gaps will be calculated starting as of the later of (a) the date of initial Product purchase; or (b) for renewals, the date the previous Care Plan or support agreement expired. All

Prices payable hereunder are non-refundable.

3. **Force Majeure.** Notwithstanding any other provision of this Agreement, X-Rite will have no liability for any termination, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, without limitation earthquake, flood, fire, storm, or other natural disaster, act of God, act of government, labor disputes, civil disturbance, acts of terrorism and war.

4. **No Warranty.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES (INCLUDING WITHOUT LIMITATION THE LOANERS IF APPLICABLE) ARE PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, X-RITE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE AND NONINFRINGEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE COVERAGE PERIOD.

5. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, X-RITE WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION ANY LOST PROFITS OR LOST DATA, IN CONNECTION WITH THE PRODUCTS AND THIS AGREEMENT. IF A PRODUCT CONTAINS AN ERROR, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, X-RITE'S MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM AND WILL BE EFFECTIVE EVEN IF X-RITE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

6. **General Provisions.** X-Rite's entire liability and Customer's exclusive remedy under this Agreement will be the repair or replacement (at X-Rite's discretion) of the Product which do not meet the applicable Specifications. This Agreement is governed by the laws of the country and/or state where the X-Rite entity executing this Agreement is located, without reference to its conflict of laws principles and any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the courts located at such country and/or state. This Agreement is non-transferrable and non-refundable. This Agreement constitutes the entire agreement between X-Rite and Customer concerning the subject matter hereof and supersedes any other agreements or communications whether oral or written. Additional or conflicting terms on any purchase order or other document issued by Customer or any third party will have no force or effect. This Agreement may not be amended, waived or modified, except in a writing signed by a duly authorized representative of each party and no course of dealing or usage of trade may be invoked to amend, waive or modify any term of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will continue in full force and effect. No waiver by either party of any rights under this Agreement will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought. All notices and other communications required hereunder shall be made in writing and deemed effectively given if sent to the intended recipient's address below the signature line by one of the following means: (a) if hand delivered, on receipt; (b) if sent via certified mail, three (3) days after deposit, postage prepaid, in the US mail or its equivalent; (c) if faxed, on the date sending party receives transmission confirmation; or (d) if sent by internationally recognized courier delivery service, on receipt. A notice address may be changed by giving notice in the manner set forth herein.

**Schedule A  
Care Plans**

**Premium Care Plan**

Covered Services	Description												
<b>Technical E-mail &amp; Phone Support</b>	<p><b>Global phone support:</b></p> <table border="1" data-bbox="435 506 1482 772"> <thead> <tr> <th data-bbox="435 506 662 548">Region</th> <th data-bbox="662 506 1029 548">Phone Contact</th> <th data-bbox="1029 506 1482 548">Hours</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 548 662 621">Asia</td> <td data-bbox="662 548 1029 621">+8621-3279-6666</td> <td data-bbox="1029 548 1482 621">8:00pm– 5:30am EST (UTC+8)</td> </tr> <tr> <td data-bbox="435 621 662 695">EMEA</td> <td data-bbox="662 621 1029 695">+800 700 300 01 Option 3</td> <td data-bbox="1029 621 1482 695">3:00am – 11:00am EST (UTC+1)</td> </tr> <tr> <td data-bbox="435 695 662 772">Americas</td> <td data-bbox="662 695 1029 772">888-826-3059 Option 3</td> <td data-bbox="1029 695 1482 772">8:00am – 6:00pm EST (UTC-5)</td> </tr> </tbody> </table>	Region	Phone Contact	Hours	Asia	+8621-3279-6666	8:00pm– 5:30am EST (UTC+8)	EMEA	+800 700 300 01 Option 3	3:00am – 11:00am EST (UTC+1)	Americas	888-826-3059 Option 3	8:00am – 6:00pm EST (UTC-5)
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<b>Dedicated Priority Email</b>	Access to dedicated phone line email box with rapid response time 24 hours a day/five days a week.												
<b>Dedicated Priority Response Phone Line</b>	Access to dedicated phone line that provides fast response time of less than 1 min between 8am and 6pm EST.												
<b>Annual Preventative Maintenance</b>	Once annually, X-Rite will perform a five-point Product inspection, verify and document incoming performance, and inspect and clean the Product.												
<b>Annual Calibration</b>	Once annually, X-Rite will test measurement accuracy, verify repeatability and consistency, replace and recalibrate references, and provide statement of traceability.												
<b>ISO Certification &amp; Documentation</b>	Once annually, X-Rite will provide a certificate of performance to maintain the Product to ISO 17025 Requirements.												
<b>NetProfiler License (including physical standards)</b>	An annual (up to 24 measurements) license to X-Rite’s NetProfiler software (including physical standards) allowing the user to test, measure and profile the Product over the internet to maintain the accuracy and consistency of the Product.												
<b>Priority Service</b>	Expedited service that reduces turn time while Products are in X-Rite’s service center. Service turn time based on First In/First Out; Premium Service expedites your Product to the front of the line.												
<b>Break Fix Protection (Labor and Parts)</b>	Unlimited repair of Errors in Products, includes the labor and parts required to repair the Product. Break fix protection does not include cleaning, preventative maintenance or certification.												
<b>X-Rite Accessories</b>	Accessories (such as batteries and cord lines) will be provided as needed but no more than twice annually												
<b>Priority Shipping</b>	Overnight shipping on Loaners and the return of their Product after service at X-Rite’s expense.												

<b>Loaner Unit</b>	<b>X-Rite will provide a Loaner of the same or better tolerance level than the customer's Product for temporary use during repair and/or certification. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.</b>
<b>Training</b>	<b>Access pass to all of X-Rite's eLearning training offerings. One access pass for every Product covered under this Care Plan</b>
<b>Return Shipping</b>	<b>X-Rite covers costs of shipping Product from an X-Rite Service Center to the customer's location. Customer is responsible for all shipping of Products to the X-Rite Service center.</b>

### Preferred Certified Care Plan

Covered Services	Description												
<b>Technical E-mail &amp; Phone Support</b>	<b>Global phone support:</b>												
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EMEA	+800 700 300 01 Option 3	3:00am – 11:00am EST (UTC+1)											
Americas	888-826-3059 Option 3	8:00am – 6:00pm EST (UTC-5)											
<p><b>Annual Preventative Maintenance</b></p> <p>Once annually, X-Rite will perform a five-point Product inspection, verify and document incoming performance, and inspect and clean the Product.</p>													
<p><b>Annual Calibration</b></p> <p>Once annually, X-Rite will test measurement accuracy, verify repeatability and consistency, replace and recalibrate references, and provide statement of traceability.</p>													
<p><b>ISO Certification &amp; Documentation</b></p> <p>Once annually, X-Rite will provide a certificate of performance to maintain the Product to ISO 17025 Requirements.</p>													
<p><b>Break Fix Protection (Labor and Parts)</b></p> <p>Unlimited repair of Errors in Products, includes the labor and parts required to repair the Product. Break fix protection does not include cleaning, preventative maintenance or certification.</p>													
<p><b>X-Rite Accessories</b></p> <p>Accessories (such as batteries and cord lines) will be provided as needed but no more than twice annually</p>													
<p><b>Loaner Unit</b></p> <p>X-Rite will provide a Loaner of the same or better tolerance level than the customer’s Product for temporary use during repair and/or certification. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.</p>													
<p><b>Training</b></p> <p>Access pass to all of X-Rite’s eLearning training offerings. One access pass for every Product covered under this Care Plan</p>													
<p><b>Return Shipping</b></p> <p>X-Rite covers costs of shipping Product from an X-Rite Service Center to the customer’s location. Customer is responsible for all shipping of Products to the X-Rite Service center.</p>													

### Preferred NetProfiler Care Plan

Covered Services	Description												
<b>Technical E-mail &amp; Phone Support</b>	<b>Global phone support:</b>												
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Americas	888-826-3059 Option 3	8:00am – 6:00pm EST (UTC-5)											
<p><b>NetProfiler License (including physical standards)</b></p> <p>An annual (up to 24 measurements) license to X-Rite’s NetProfiler software (including physical standards) allowing the user to test, measure and profile the Product over the internet to maintain the accuracy and consistency of the Product.</p>													
<p><b>Break Fix Protection (Labor and Parts)</b></p> <p>Unlimited repair of Errors in Products, includes the labor and parts required to repair the Product. . Break fix protection does not include cleaning, preventative maintenance or certification.</p>													
<p><b>X-Rite Accessories</b></p> <p>Accessories (such as batteries and cord lines) will be provided as needed but no more than twice annually</p>													
<p><b>Loaner Unit</b></p> <p>X-Rite will provide a Loaner of the same or better tolerance level than the customer’s Product for temporary use during repair and/or certification. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.</p>													
<p><b>Training</b></p> <p>Access pass to all of X-Rite’s eLearning training offerings. One access pass for every Product covered under this Care Plan</p>													
<p><b>Return Shipping</b></p> <p>X-Rite covers costs of shipping Product from an X-Rite Service Center to the customer’s location. Customer is responsible for all shipping of Products to the X-Rite Service center.</p>													

## Protective Care Plan

Covered Services	Description												
<b>Technical E-mail &amp; Phone Support</b>	<b>Global phone support:</b>												
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<b>Americas</b>	888-826-3059 Option 3	8:00am – 6:00pm EST (UTC-5)											
<b>Break Fix Protection (Labor and Parts)</b>	<b>Unlimited repair of Errors in Products, includes the labor and parts required to repair the Product. Break fix protection does not include cleaning, preventative maintenance or certification.</b>												
<b>Return Shipping</b>	<b>X-Rite covers costs of shipping Product from an X-Rite Service Center to the customer’s location. Customer is responsible for all shipping of Products to the X-Rite Service center.</b>												

## Field Service Care Plan

Covered Services	Description		
<b>Technical E-mail &amp; Phone Support</b>	<b>Global phone support:</b>		
	<b>Region</b>	<b>Phone Contact</b>	<b>Hours</b>
	<b>Asia</b>	+8621-3279-6666	8:00pm– 5:30am EST (UTC+8)
	<b>EMEA</b>	+800 700 300 01 Option 3	3:00am – 11:00am EST (UTC+1)
	<b>Americas</b>	888-826-3059 Option 3	8:00am – 6:00pm EST (UTC-5)
<b>Annual Onsite Preventative Maintenance</b>	Once annually, X-Rite will perform a five-point Product inspection, onsite in conjunction with field service schedule, verify and document incoming performance, and inspect and clean the Product.		
<b>Annual Onsite Calibration</b>	Once annually, X-Rite will test measurement accuracy, verify repeatability and consistency, replace and recalibrate references, and provide statement of Traceability, onsite in conjunction with field service schedule.		
<b>ISO Certification &amp; Documentation</b>	Once annually, X-Rite will provide a certificate of performance to maintain the Product to ISO 17025 Requirements, onsite in conjunction with field service schedule.		
<b>Break Fix Protection (Labor and Parts)</b>	Unlimited repair of Errors in Products, includes the labor and parts required to repair the Product. Break fix protection does not include cleaning, preventative maintenance or certification. (Performed by, and requires shipping of the Product to, X-Rite’s Service Center).		
<b>X-Rite Accessories</b>	Accessories (such as batteries and cord lines) will be provided as needed but no more than twice annually		
<b>Loaner Unit</b>	X-Rite will provide a Loaner of the same or better tolerance level than the customer’s Product for temporary use during repair. Special terms and conditions governing the provision of Loaners are set forth in Schedule B attached hereto and made a party hereof.		
<b>Training</b>	Access pass to all of X-Rite’s eLearning training offerings. One access pass for every Product covered under this Care Plan		
<b>Return Shipping</b>	X-Rite covers costs of shipping Product from an X-Rite Service Center to the customer’s location. Customer is responsible for all shipping of Products to the X-Rite Service center.		



## **Schedule B**

### Care Plan Loaners Additional Terms and Conditions

For applicable Care Plans that include the provision of Loaners (the “Qualified Care Plan”), the following additional terms and conditions will apply.

1. Upon successful processing of an RMA for a Product unit covered under a Qualified Care Plan and subject to Loaner availability, X-Rite will arrange for the delivery of a Loaner to Customer for Customer locations in the U.S. X-Rite may ship Loaners with a minimum shipping version of software and Customer will be responsible for upgrading to the then-current version of the software.
2. X-Rite must receive the Customer’s Product to be serviced, with the RMA number clearly displayed, within three (3) business days from the date the Loaner was received by the Customer. Customer shall send the Product to the location specified by X-Rite (“Return Location”). Customer will be billed for the then-current published list price of the Loaner if it fails to deliver the Product to be serviced to X-Rite within the abovementioned timeframe(s), or if X-Rite reasonably determines that the Customer reported Error is not covered under this Agreement.
3. Customer is required to send the Loaner back to X-Rite within three (3) business days from the date the serviced Product was received by the Customer. Customer will be billed for the then-current published list price of the Loaner if it fails to return the Loaner to X-Rite within the abovementioned time frame(s). Notwithstanding the foregoing, in the event that Customer receives a serviced Product back from X-Rite (the “First Product”) and has another Product to be serviced (the “Second Product”), Customer may retain the Loaner for use while the Second Product is being serviced by X-Rite, as long as the as Customer obtains an RMA for the Second Product in accordance with Section 1 above and ships the Second Product to X-Rite within three days from receipt of the First Product by Customer.
4. X-Rite is responsible for all shipping costs of the Loaners as well as the serviced Products from X-Rite to Customer’s US locations. Customer is responsible for all shipping costs of the Products to be serviced as well as returned Loaners from Customer’s locations to X-Rite.
5. Customer will be responsible for any loss of or damage to the Product to be serviced that occurs during shipment to X-Rite. Customer will be responsible and shall pay for any loss of or damage to the Loaners that occurred while at Customer’s possession and/or during return shipment to X-Rite, including without limitation for missing parts, modifications or any damage beyond reasonable wear and tear, in an amount equal to the then-current published list price of the Loaner or the then current prices charged by X-Rite for such repairs.
6. Customers are limited to up to three (3) Loaner units during any given time regardless of the number of Qualified Care Plans they purchased or the number of Products being serviced.