

MeltLab Systems Service Contract 2010

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Service contract for the Maintenance of MeltLab Thermal Analysis System

1. **Extent of Contract:** This contract is between the purchasing company and its designated representative and Sparkman Enterprises LLC of Virginia doing business as MeltLab Systems. The designated representative should be one knowledgeable of the MeltLab software and able to receive and execute instructions related to the software.
2. **Duration of Contract:** This contract will extend from the time of purchase to the end of the year 2010.
3. **Software Upgrades:** For the period of the contract, the purchasing company will be eligible to download and unencrypt new versions of the software from the MeltLab.com website. MeltLab systems will provide the designated representative with the current password to unencrypt such files.
4. **Telephone and email support:** For the period of the contract, the designated representative will have 24 hour unlimited access through telephone or email for support problems and issues.
5. **Extended Hardware warranty:** The electronic components inside the MeltLab Converter box are further warranted through the end of 2010 against manufacturing defect and normal wear and tear. This includes the transformer, the converter boards, and the converter modules. It does not include damage due to external causes such as but not limited to: lightning, fire, molten iron, electrical surges, incorrect wiring, or physical abuse. To prevent abuse of this clause, we further stipulate that the hardware must have been in working condition prior to the implementation of this contract. Skipping years and only buying the contract when a problem happens will not cover preexisting hardware problems.
6. **Emergency Service:** should the MeltLab system suffer a breakdown or damage in either hardware or software, MeltLab Systems will provide emergency service at reduced rates. This includes shipping replacement parts or onsite service. Onsite Emergency response is guaranteed within 48 hours or less anywhere in the continental United States.
7. **Change of representative:** should the designated representative be unavailable, or leave the employment of the company, the previous representative, or the purchasing department, may designate a replacement, either temporary or permanent.
8. **Non-emergency Service Calls:** Service calls can be scheduled at a reduced rate for the purpose of checkups, repair, cleaning and or retraining at a reduced rate. Such service calls should be scheduled at least a week in advance, and may be canceled or postponed if another company needs emergency service.
9. **MeltLab Improvements:** Suggestions and minor changes in the way the MeltLab program operates will be implemented to meet customer needs at no charge.
10. **Customer Customizations:** Customer needs that are not minor will be added to the MeltLab system in such a way that they are tied to the customer's license number and not available to other users. Such customization will be offered at discounted programming rates and by contract. MeltLab Systems reserves the right to decide what changes qualify for free improvements and what changes are chargeable based on the amount of work involved. All chargeable customizations will require valid purchase orders in advance of any work being done. Such changes are generally of a nature only useful to the customer, and not other customers. MeltLab Systems therefore retains all rights to sell and distribute any and all changes to the MeltLab system as it sees fit.
11. **Other Services:** any other services offered by MeltLab Systems anytime during the service contract year will be offered to the Service contract holder at a discount of at least 25% of the standard cost.



David Sparkman
President MeltLab Systems
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