

## Exhibit A to Managed Services Agreement

### Gold Service Level Agreement

#### Overnight Advanced Replacement

1. CTS will provide the Hardware, Software and Services as agreed and outlined in Exhibit A and per any applicable Statement of Work developed by and approved by the parties in writing.
2. CTS will provide an Advanced Replacement system to the Client when:
  - a. Defective system fails due to a factory defect OR
  - b. The system incurs accidental damage or other covered event (repairable or total loss)
3. When the client requests a replacement the following apply:
  - a. CTS RMA (Return Merchandise Authorization) number must be obtained by 2 pm Central for standard overnight replacement
  - b. Confirmation of shipping address for replacement system obtained
  - c. Authorization for the full value of the replacement unit subject to receipt at CTS of the damaged unit
4. Replacement Configuration
  - a. CTS will provide a system of the same or newer model based on current availability
  - b. Refurbished units in good working order but with cosmetic damage that does not adversely affect use are acceptable
  - c. System will be provided with the latest client image or profile (if applicable)
5. Client Liability For Replacement Devices
  - a. If the replacement system is not working properly upon receipt, the client must notify CTS within 48 hours of receipt (based on Proof of Delivery)
  - b. Client is liable for the return of the failed unit upon receipt of the replacement unit (valid tracking number required)
  - c. Any system not returned within 15 business days of the replacement delivery will be subject to the following terms:
    - i. If the failed system is not received within 15 business days of the delivery of replacement system, the non-returned system may be billed to the client at CTS discretion at full retail replacement cost. Client agrees to pay such charges within 30 days of such invoice date
    - ii. If the failed system is subsequently returned within 30 days of the delivery date of replacement system, the invoice for the non-returned device will be credited to the client and a service charge of \$150.00 will be invoiced to the client
  - d. If a client has determined that the initial replacement system they have received is not working properly, another system will be sent. If the operability issue is not related to the system (network configuration or

other issue) the client will be responsible for additional shipping fees for shipping of the 2nd system.

6. Complete Tablet Solutions Liability

- a. Shipping charges for the delivery of the replacement to the client
- b. Cost related to the repair or replacement of the failed system
- c. The replacement system shipping container will include a return shipping label and will be used for the return of the damaged or failing unit

7. OTHER

- a. Overnight delivery is guaranteed up to a rate of 24% failure rate annually, at 2% per month guaranteed overnight based on installed base. All units will be replaced, replacement at 2% failure rate in a given month is guaranteed at a 95% annual cumulative rate
- b. Exceeding this failure rate in a given month will relieve CTS of the liability to provide an overnight replacement, however a replacement unit will be provided as soon as practical
- c. Failure to return units in a timely manner (See section 5c) may affect service levels.
- d. Program assumes all units are returned to CTS at program end per agreed method.