

TERMS & CONDITIONS

1. **Quotations.** Complete system quotations include testing of all system components, configuration, and operating manuals in pdf format. All Software is delivered via electronic download or image on a USB drive, hard drive, or CDROM Image at no additional cost to customer other than shipping charges. When RYM is providing the hardware that the software will run on, the software will be pre-installed on the hardware with a backup image provided on USB, hard drive or CDROM at no additional cost to customer other than shipping charges. All licenses, passwords and instructions are provided via email or activated by an RYM engineer on-site.
2. **Licensing.** Software, including related media, documentation (for example program descriptions, manuals) and other documents and materials manufactured by RYM (Products) are protected by law. The intellectual property of the Products remains at RYM. Licensee as purchaser of the Product acquires only the right to use Product as outlined below. Any other use or exploitation not explicitly granted to Licensee in the End User License Agreement shall not be allowed without written consent from RYM. Specifically, Licensee is not entitled to copy or have copied, decompile or have decompiled, reverse engineer or have reverse engineered the Product or parts thereof. Licensee must ensure by appropriate and reasonable steps that third parties, including its own employees, cannot make unauthorized use of the Product. Licensee shall be liable to RYM for any loss or damage in this context.
 - A. RYM grants Licensee the non-exclusive right without restrictions in time or place to use the Products. RYM is not obliged to cede the underlying software source code, including the associated development documentation.
 - B. Third Parties
 - a) Renting, lending, or giving the licensed Software to a third party is expressly forbidden.
 - b) The software license is non-transferrable. The software may not be resold or given without the written permission of Refresh Your Memory, Inc.
 - C: FactoryWiz Monitoring License: FactoryWiz Monitoring License include DNC communication and a DPRNT license. These licenses are one comprehensive unit under Monitoring and must be used on the attached monitoring machine/asset. DNC and DPRNT cannot be separated and used independently of the indicated monitoring machine license.
3. **Microsoft Licensing Requirements.** In cases where RYM provides a Microsoft Windows Server license with the FactoryWiz server software, the license does not include client access licenses (CALs), which may be required for each of your connecting devices. Customer is responsible for providing a sufficient number of Microsoft Windows Server CALs if they do not already have them.
4. **Freight & Taxes.** Prices quoted are F.O.B. San Jose, California office. Carriage will be charged at extra cost to the customer site via standard overland delivery source. The price is strictly net and is exclusive of delivery charges and any federal, state, city or local sales, use, occupational or any other taxes or impositions whether or not the seller may be obligated to pay and/or collect the same. If the seller is required to collect such taxes, they will be added to the invoice.
5. **Travel Costs.** Travel Costs are charged at the current U.S. Federal mileage reimbursement rate, per mile portal to portal. Travel time is charged at \$55.00/hour. Airfares and other travel expenses such as meals, rental car, etc. for RYM engineers, if required, will be charged to the customer at RYM's cost.
6. **Customer Cancellations:** In cases where there is a last-minute cancellation by the customer, customer will be responsible for a one (1) day labor charge and any prepaid travel expenses.
7. **Manufacturer's warranty** applies to all hardware. Customers is responsible for arranging for repair or replacement of hardware directly with manufacturer. See full Maintenance and Support Plan below for details.
8. **Payment terms:** 50% Deposit due with order. Balance due Net 30 of final invoice date. Final invoice will be generated upon completion of installation and customer acceptance.
9. **Power.** Customer is responsible for ensuring adequate AC and DC power sources for all required hardware.
10. **Cabling.** Insurance regulations prohibit RYM employees or agents from physically running cable throughout a plant. All cable will be shipped in bulk to customer. The customer is responsible for installing or arranging for the installation of the cable by professional cable installers throughout the plant to each machine prior to arrival of RYM Engineer. Unused cable segments longer than 100 feet still coiled in original box or spool may be returned to RYM within one week of installation to avoid charges for unused cable.
11. **Customer-supplied Information.** RYM takes no responsibility for the correctness of customer-supplied information relating to machine capabilities.

12. **Infrastructure.** RYM takes no responsibility for existing electrical or network infrastructure. Customer is responsible for maintaining existing electrical and network infrastructure according to generally acceptable electrical and networking standards. Customer is responsible for determining if their electrical infrastructure will support additional electronic equipment and for arranging for the installation of any electrical upgrades needed to support additional electrical equipment required for contracted installation. Network must be fully and consistently functioning prior to installation. RYM takes no responsibility for determining or maintaining DHCP scopes, network passwords, or other network information.
13. **Customer Hardware/Software Requirements:** Unless otherwise *quoted/noted*, customer is responsible for providing the following:
 - I. Virtual Server with VMWare or Hyper-V or physical Server with OS 2008 R2, 2012 R2 or 2016
 - II. Wired or Wireless infrastructure – (Optional POE) Ethernet Switch and/or (WAP) Wireless Access Point
 - III. Customer provides Ethernet switch(s) and runs Ethernet Cat5e/6 cables to machines
 - a. Some (legacy) machines may require 2 cables
 - IV. Customer provides *Wireless Tablets and Enclosures*
 - V. Customer provides Wireless Access Point for tablets
 - VI. Customer provides large TV Monitor(s) and small PC to drive them
 - a. Windows 10 Pro recommended
 - VII. Customer to secure essential MTConnect adapter(s) for NON-Native machine(s)/control(s) connections
 - VIII. Customer to secure Option 18 data collection software for Heidenhain controls as may be required
14. **Safety.** Customer is required to provide a working environment for our engineers that complies with all OSHA and local regulations.
15. **Wireless Installations.** For wireless installations, if RYM is providing the Wireless Access Point we will install and configure it on-site. Customer will be responsible for final mounting of device. If Customer is providing Wireless Access Point, device must be installed and configured to our specifications prior to arrival of RYM engineer. Customer is responsible for drilling holes in CNC machine when/where required.
16. **Network Assistance.** If RYM provides assistance with setting up a network where one does not exist, even when RYM provides the necessary hardware and network cables to create a network for Contracted Installation for the Customer's convenience, RYM will take no responsibility for maintaining said network or providing future networking assistance. We do not maintain records of your passwords or log-in information.
17. **Customer Supplied Information.** RYM takes no responsibility for the correctness of customer-supplied information indicating certain NC/CNC machines to be equipped with bi-directional RS-232 EIA/ISO serial ports for program input and output. Many serial ports are one-way or output-only configurations or employ non-EIA/ISO data formats.
18. **Miscellaneous Parts.** If any additional parts are required to accommodate your specific application during the installation, you will be asked to authorize their addition to the invoice before they are installed.
19. **Software Warranty.** Software is warranted for one year from the date of installation, or as extended by a valid maintenance contract.
20. **Terms & Conditions subject to change with 30-day notice via email.**
 - a. Updated Terms, Conditions & Maintenance Plan can be found on our website at <http://www.factorywiz.com/factorywiz-dnc/resources/>

MAINTENANCE AND SUPPORT PLAN (MSP)

Revision: 2-27-18

SOFTWARE:

1. Annual software release plus regular software updates (SU) as necessary
2. Phone support and remote log-in (as necessary) during normal business hours Pacific Time Zone
3. On-site back up including:
 - a. Data
 - b. Configuration
4. License Protection
 - a. Move & replace server license in cases of hardware failure/change
 - i. Maximum of 2 moves/replacements per year
 - b. Free CNC machine license transfers to like machines*
 - i. *Ethernet to Ethernet, Legacy to Legacy
 - ii. *May not be available on Heidenhain, Siemens, Okuma
 - iii. *May require additional hardware and/or service
5. Twenty-five percent discount on custom software development projects (not on-site)

HARDWARE:

1. Manufacturer's warranty applies on all hardware

PRICING:

1. Optional Maintenance and support plan is calculated at 15% of current software list price.
 - a. Additional software purchases may be pro-rated to expire on maintenance anniversary date (in order to avoid multiple expiration dates)
 - b. Pro-rated price is determined by: $(\text{List price} \times 15\% / 12) \times \# \text{ of months left in maintenance period}$.
DNC Example: Add 1 DNC port for \$195 eight months after initial purchase.
 $\$195 \times 15\% = \$29.25 / 12 = \$2.43 \times 4 \text{ months} = \9.72
Monitoring Example: Add 1 Monitoring port for \$1995 three months after initial purchase.
 $\$1995 \times 15\% = \$299.25 / 12 = \$24.94 \times 9 \text{ months} = \224.44

OFF MAINTENANCE SUPPORT OPTIONS

1. Off MSP/Non MSP customers have two options to get support:

Monitoring Customers:

- a. Monitoring customers can receive phone/remote technical support by paying a one-time service fee of \$1,485 for 8 hours of assistance expiring fourteen days from date of commencement. Does not include software updates.
- b. Or customers with a lapse of six months or less can resume the Maintenance & Support Plan by paying a \$500 reinstatement fee, plus purchasing a one-year MSP contract at 15% of the current software value. Customers whose maintenance has lapsed for more than six months, will be charged 30% of the current software value starting with the date they renew. The MSP contract will include monitoring software updates (as applicable) along with technical support and other benefits as listed above. If the customer also has a DNC system, the DNC system will be covered under the Monitoring MSP contract at no additional cost.

DNC Customers:

- a. DNC customers can receive phone/remote technical support by paying a one-time service fee of \$485 for 2 hours of assistance expiring seven days from date of commencement. Does not include software updates.
- b. Or customers with a lapse of six months or less can resume the Maintenance & Support Plan by paying a \$250 reinstatement fee, plus purchasing a one-year MSP contract at 15% of the current software value. Customers whose maintenance has lapsed for more than six months, will be charged 30% of the current software value starting with the date they renew. The MSP contract will include DNC software updates (as applicable) along with technical support and other benefits as listed above.