

SERVICE CONTRACT

This document sets forth the entire Contract between the Service Contract Administrator, hereinafter referred to as We, Us and Our, and the Purchaser, as You and Your. No representation, promise or condition herein shall modify these terms. Service Net Warranty, LLC ("Service Net") is contractually obligated to You to provide service under this Contract where in accordance with, and as allowed by state law. If this Contract is purchased in Florida or Oklahoma, **Service Net Solutions of Florida, LLC** is contractually obligated to You to provide service under this Contract.

WHAT IS COVERED. We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of covered Product specified in this Contract, provided such service is necessitated by a Product failure during normal usage. The Product specified and covered includes only equipment as originally configured including memory and hard disk drive upgrades installed at time of purchase and charged for in this Contract. Coverage also applies to the parts and accessories that are necessary to the covered Product's functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered Product.

In the event of a claim, You must provide a proof of purchase for the product and proof of enrollment at an accredited college or university at the time of claim. If this information is not validated or You fail to provide this proof of purchase and proof of enrollment, Your claim will be denied and Your contract will be voided with a full refund to You.

1. ACCIDENTAL DAMAGE FROM HANDLING (ADH).

Your Contract includes protection against accidental damage from handling. ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against normal wear and tear, theft, misplacement, negligence, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the Product, cosmetic damage and/or other damage that does not affect the unit functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the Limitations of Coverage section. Any resultant damage from this type of treatment is NOT covered. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial.

2. IMPORTANT NOTES. Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the item to be covered prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all Products to be covered must be provided to execute application for service. If You request a service call for a non-covered repair or "no failure found" diagnosis is determined for the same problem on a second trip, You may be responsible for all costs associated with the repair/call. In the event You are unable to meet the servicer for an onsite repair, if applicable, You must call to cancel the appointment one (1) business day prior to the agreed upon time of service or You may be responsible for paying the second trip charge for the subsequent rescheduled repair. If the Product is found to be performing to the manufacturer's specifications, it will be returned to You. Technological advances may result in a replacement product with a lower selling price than the original Product. If We replace the product or buyout the contract, the covered product becomes the property of Service Net and We may, at Our discretion, require the product to be returned to Us (or our designee) at Our expense.

You are responsible for the backup of all data on Your Product before You have Your Product serviced. We specifically do not represent that We will be able to repair any Product under this Contract or make a Product exchange without risk to or loss of programs or data on Your Product. The contents of Your Product may be deleted and the hard drive and/or storage media reformatted in the course of service. Your Product will be returned to You configured as originally purchased, subject to applicable updates. It is Your responsibility to back up the contents of Your hardware Product before services are performed and remove any data from parts or Products returned to Us, as well as any data You have stored or software You have installed on the hard drive including but not limited to, software, pictures, documents, videos, games, and music files. We are not responsible for any loss of Your data under any circumstances.

3. TIME FOR SERVICE. Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays or during the hours of operation of the participating servicing dealer. Any additional costs above the service providers authorized hourly rate (premium or overtime charges) or after hours service will be at Your expense.

4. PLACE OF SERVICE. If Your product requires repair, service will be provided by an authorized service center or by subcontractors. Onsite, Carry-In, or Mail-In Depot Service will be determined by Us at Our determination. Onsite service requires clear, complete and easy access to the product by the authorized servicer and does not include removal or re-installation of an installed product. It is possible that certain onsite repairs will not be completed onsite, but will require that the Product or parts of the Product, at the servicer's discretion be removed for shop diagnosis and/or repair and then returned. If onsite service cannot be attempted in Your residence due to environmental and/or technical requirements, or if You are located more than fifty (50) miles from the nearest authorized service center, the cost to transport and/or ship Your Product for service will be covered under

Your Contract and will go against Our Limit of Liability owed to You under this Contract.

5. PARTS AND SUBCONTRACTING. Parts used to repair equipment may either be new or refurbished at Our sole option. Service may be performed by subcontractors.

6. UNABLE TO REPAIR. If We determine that We are unable to repair Your Product due to the unavailability of functional parts, service or technical information, or if the cost to repair will exceed the Limit of Liability as described herein, the total liability owed to You under this Contract will be the lesser of (I) the current market value of a Product of comparable specifications; (II) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of comparable specifications; or, (III) \$750.00. In all cases where parts or technical information are on extended backorder for a minimum of thirty (30) calendar days, We will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled, in lieu of repairs, upon Product replacement, reimbursement or Contract term expiration and the covered Product becomes the property of Service Net and We may, at Our discretion, require the Product to be returned to Us (or Our designee) at Our expense.

7. LIMIT OF LIABILITY. This Contract is subject to a maximum of two (2) claims during the coverage period. Each claim is limited to the lesser of (I) the cost to repair; (II) the current market value of a Product of comparable specifications; (III) the retail price paid for Your Product minus sales tax and claims paid, in lieu of service repairs or replacement of a Product of comparable specifications; or, (IV) \$750.00. If Product replacement is provided, Service Net reserves the right to replace the Product with a remanufactured or refurbished Product.

8. DEDUCTIBLE. A \$75.00 deductible applies to every claim. The deductible must be paid prior to receiving service, Your replacement Product or other reimbursement. It will be deducted from any claim reimbursement owed to You.

9. RENEWABILITY. This Contract is renewable at Our sole discretion.

10. LIMITATIONS OF COVERAGE—This Contract Does Not Cover:

A. Any Product located outside the continental United States, Alaska, and Hawaii. (US only).

B. Service required as a result of any alteration of the equipment, or repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer.

C. Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, animal or insect damage, acts of war or acts of God.

D. Service necessary because of improper storage, improper ventilation any utilization of the equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.

E. Misuse, abuse, reconfiguration of equipment or improper movement of the equipment.

F. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.

G. Products used in a commercial environment, which is defined as non-residential, multi-user, communal or industrial use. Equipment used in recreational vehicles is not included.

H. Cosmetic damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered equipment, such as, but not limited to scratches, dents, rust, and stains I. Non-functional parts such as, but not limited to, plastics, finishes, porcelain or enamel parts, knobs and dials, handles (unless critical to the function of the Product), or trim.

J. Consumable Items: Consumable items, defined as any part that is considered consumable by the manufacturer or any item that is designed to be consumed (wear out) during the life of the Product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to: for Computers, Laptops, and Peripherals: batteries; for Printers, Copiers, and Multifunctional Equipment: ink, fuser, roller kits, maintenance kits, paper trays, and any toner/cartridge; for Consumer Electronics and Appliances: light bulbs, lamps (unless purchased as additional coverage), and batteries; for all products: telephone or other lines connecting to the equipment.

K. Repair to Product, including parts, or Product replacement covered by manufacturer's warranty, manufacturer's recall, or similar manufacturer's incentive or repair program, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise).

L. Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this Contract.

M. Loss of use, loss of business, loss of profits, down-time and charges for time and effort.

N. Damage caused by delays in rendering service or loss of use during the period that the Product is at the authorized service center or otherwise awaiting parts are not covered.

O. Damage or failure caused by animals or insects.

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10. LIMITATIONS OF COVERAGE—This Contract Does Not Cover:

P. Damage or failure caused by bodily fluids, including but not limited to urine and vomit.

Q. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of Product failure.

R. Loss or damage to stored data, repair related to installed software or computer viruses.

S. Refurbished equipment, or equipment sold without a manufacturer's warranty or sold "as is".

T. Normal, periodic or preventative maintenance and/or checkups, including but not limited to customer education, adjustments, cleanings, and convergence.

U. Pre-existing conditions (incurred prior to the effective date of coverage), known to You. This includes situations where the Product was not taken out of the box or utilized prior to manufacturer warranty expiration and a failure is discovered upon removal or use during Our coverage.

V. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.

W. Screen imperfections, including 'burn in' or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation. Repair of minor resolution (pixels) issues that do affect overall viewing of the screen; issues must match the manufacturer's minimum failure standard before an authorized repair will occur.

X. Damage resulting from user facilitated minor adjustments and settings outlined in the Product's owner's manual, external antenna or local reception problems, inaccessible products or parts, negligence, misuse or abuse whether willful or not.

Y. Transit or delivery damage, damage caused by packing, unpacking, assembly, installation or removal.

Z. Any equipment over 4 years of age.

AA. Installation, removal, or reinstallation of any equipment.

BB. Parts or accessories that are used in conjunction with Product specified under this Contract that enhances the performance of the covered Product.

CC. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

DD. Any Product failure which is not reported prior to the expiration of this Contract.

EE. Product that has been rented or leased to You.

11. CANCELLATION AND REFUND. You may cancel this Contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable). Neither You or the Dealer nor We are obligated to renew this Contract beyond the current term.

12. BUYOUT. We may elect, at Our option, to buyout a product on this Contract during the coverage term for the lesser of (I) current market value of a Product with equivalent specifications, (II) purchase price of Your Product minus sales tax and claims paid, or (III) \$750.00. You have up to forty-five (45) days from the date of authorization to complete your product buyout transaction.

13. STATE VARIATIONS. Certain states have specific conditions; conditions listed on the front of this form may apply to You.

14. RIGHT TO RECOVER FROM OTHERS. If We make any payment, We are entitled to recover what We paid from other parties. By accepting settlement of a claim, You transfer to Us Your right to recovery against any other party.

15. COVERAGE AND TERM. This is not an insurance policy. As the Administrator, We will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Plan. If Your Product needs repair for operational or mechanical failure, You are required to call the toll free number listed on the front of this Contract or submit Your claim in writing to Service Net, 650 Missouri Ave., Jeffersonville, IN 47130. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the face of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details. This Plan is secured by a contractual liability or reimbursement insurance policy provided by Illinois National Insurance Company in all states with the exception of AR, CA, FL, MS, NC, NY, OK, VA which are covered by New Hampshire Insurance Company Inc., both located at 180 Maiden Lane, 25th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days after proof of loss has been filed, We have not paid a covered claim, provided You with a refund, You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the insurance company. Please enclose a copy of Your plan when sending correspondence to the Insurer.

16. ENTIRE CONTRACT. This is the entire Contract and no other written or oral modifications are valid.

17. TRANSFERABILITY. This Contract is not transferable.

18. LIMITATION OF LIABILITY. THE DEALER/RETAILER, SERVICE NET, THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

If You have any questions, require customer service, or wish to report a claim, please contact: Service Net, 650 Missouri Ave., Jeffersonville, IN 47130, or call the toll free number listed on the reverse side of this contract.