

# **SERVICECONNECTION SERVICE PLAN TERMS & CONDITIONS**

PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH CBE HOLDINGS LLC., D.B.A. SERVICECONNECTION ("ServiceConnection") AGREES TO PROVIDE REPAIR SERVICES FOR YOUR COVERED COMPUTER EQUIPMENT. THESE TERMS AND CONDITIONS ARE BETWEEN YOU AND SERVICECONNECTION.

ServiceConnection will be referred to as "ServiceConnection", "we" or "our" within this agreement. The customer will be referred to as the "customer", "you" or "your".

## **WHAT THIS AGREEMENT COVERS**

This ServiceConnection Service Agreement (called the "Agreement"), the service description and service level description pages, and the activation confirmation are the complete and exclusive Agreement regarding the terms of your Enhanced Warranty Service Plan, Extended Enhanced Warranty Service Plan or Post Warranty Service Plan (each, a "Service Plan") by ServiceConnection, and replace any prior oral or written communications between you or ServiceConnection regarding such coverage or Service Plan.

Your Service Plan is designed to keep your equipment in, or restore them to, conformance within their specifications. We reserve the right to inspect any equipment within thirty (30) days from the activation date of your Service Plan. If the equipment is not in an acceptable condition for coverage under a Service Plan, we will notify you, terminate coverage, and refund your money.

ServiceConnection Service Plans are available to consumer, commercial, government and state and local customers in the continental United States, Alaska, Hawaii and Puerto Rico. Available coverage areas are set forth on Schedule I are subject to change and update.

## **PROVISION OF SERVICE**

The Service Plan shall be rendered under the terms and conditions defined herein and in accordance with the applicable Service Plan description stated on Schedule I.

**Accidental Damage.** Notebook computer Service Plans include coverage for Accidental Damage which covers damage caused by liquid spills on the keyboard, accidental drops and bumps of the covered notebook computer, an electrical surge that damages the covered notebook computer circuitry, accidental damage to the LCD screen or accidental damage in normal employee business travel usage. There are no limitations on the number of accidental damage incidents. Please refer to Limitations of Service Coverage section for what is not covered under Accidental Damage coverage.

**Premium Pick-up and Repair Service.** If your Service Plan includes Premium Pick-up and Repair or Service, you are responsible for disconnecting the failed equipment for collection arranged by ServiceConnection. ServiceConnection will provide you with a shipping container for you the return of your equipment to a designated serviced center. A courier will pick up your equipment and deliver it to the designated service center. Following its repair or exchange, ServiceConnection will arrange the return delivery of the equipment to your location. You are responsible for the subsequent installation and verification of the equipment. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**Coverage Area.** Please contact your PC Connection Inc. Account Manager to determine if you are within (up to 50 miles) or outside (51+ miles) the response time of your contract.

**Contract Period.** The term of your Service Plan shall begin on the date of your invoice and will expire at the end of the term specified in your invoice.

**Hardware and Software Phone Support.** The ServiceConnection Call Center is available 24 hours a day, 7 days a week excluding select holidays, including January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and December 25<sup>th</sup>, with qualified technical support personnel for hardware and software phone support. Customers with Service Plans that include 9x5 telephone support will have access to the call center Monday through Friday (other than holidays) 8:00 am to 5:00 pm in your local time zone. Customers with Service Plans that include 13x5 telephone support will have access to the call center Monday through Friday (other than holidays) 8:00 am to 9:00 pm in your local time zone. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**Hardware and Software Remote Support.** The ServiceConnection Call Center is available 24 hours a day, 7 days a week excluding select holidays (January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and December 25<sup>th</sup>) with qualified technical support personnel for hardware and software remote support. If a problem cannot be resolved by telephone, with your permission ServiceConnection can assume control of the covered equipment remotely in an attempt to resolve the problem. Remote support requires Internet connectivity for the covered equipment and permitted remote access to the covered equipment for ServiceConnection. Please refer to your Service Plan or Schedule I for specific hardware/software contract limitations.

**Holidays.** Service will be provided on holidays with the exception of the following: January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and December 25<sup>th</sup>.

**Inspection.** ServiceConnection reserves the right to inspect covered equipment within thirty (30) days following the initial coverage date if the hardware/software equipment is not purchased from PC Connection Inc. or any of its affiliates. ServiceConnection may cancel your contract with respect to such equipment and refund the price you paid for such contract if it is not satisfied with the condition of the covered equipment after inspection. ServiceConnection shall also have the right to determine with the product manufacturer what time period remains on the equipment's base warranty and its service history.

**Monitors.** Coverage is available for LCD and CRT monitors up to 21" from any manufacturer. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**Non-Covered Services.** With regard to any services that are not within the scope of your contract, it will be within ServiceConnection's discretion whether to perform the services, and, if ServiceConnection elects to perform the services, the services will be subject to an additional charge to be paid by you. ServiceConnection will provide to you a quote for such services and will require a purchase order prior to services being delivered.

**On-Site Service.** If your Service Plan includes on-site service, ServiceConnection will either repair or exchange the failing equipment at your location and verify its operation. You must provide suitable working area to allow disassembly and reassembly of the equipment. The area must be clean, well lit and suitable for the purpose. For some equipment certain repairs may require sending the equipment to an authorized ServiceConnection Service and Repair Center. ServiceConnection reserves the right not to deliver service in an area it considers not to be appropriate. Customer is responsible for the backing up of data prior to ServiceConnection providing service. ServiceConnection shall not be liable for any loss of data, the security of customer data, or the accuracy, completeness, timeliness, currency or legality of any information, data, materials, software or other products or services received, distributed, accessed, viewed or otherwise provided hereunder or over the internet, and ServiceConnection expressly disclaims all implied warranties of non-infringement, title merchantability and fitness for a particular purpose. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**Remote Monitoring and Remote Data Back-up.** ServiceConnection Call Center is available 24 hours a day, 7 days a week excluding select holidays with qualified technical support personnel for remote monitoring and data back up. Servers covered by a Service Plan that includes remote monitoring are monitored remotely for hardware and key performance metrics through a ServiceConnection software agent installed on the covered server. Event and key performance metrics are collected and, if applicable, are accessible through a web portal. Certain Service Plans include remote data back up. Under such plans, data on the covered equipment is periodically backed-up over the Internet and stored in an off-site data vault location. Remote monitoring and remote data back up requires Internet connectivity for the covered equipment and permitted remote access to the covered equipment for ServiceConnection. ServiceConnection shall not be liable for any loss of data, the security of customer data, or the accuracy, completeness, timeliness, currency or legality of any information, data, materials, software or other products or services received, distributed, accessed, viewed or otherwise provided hereunder or over the internet, and ServiceConnection expressly disclaims all implied warranties of non-infringement, title merchantability and fitness for a particular purpose. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**Response Times.** Response times are established based on the customer's proximity to ServiceConnection and its partner's locations. Customer locations 0-50 miles from a covered location should ensure response times are met. Customer locations 51+ miles from a covered location will require additional time for on-site response. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**Software Disclaimer.** Customer expressly recognizes that ServiceConnection does not warrant that any software provided as part of the ServiceConnection products and services will meet all of Customer's requirements, that the use of any software provided as part of the ServiceConnection products and services will be uninterrupted or error-free, that patches or workarounds will be provided, or that errors will be corrected. Customer agrees that access to the Internet and Customer wide area network ("WAN"), if applicable, cannot be guaranteed and is outside the direct control of ServiceConnection and that Customer's inability to access the Internet and/or Customer WAN, through no fault of ServiceConnection, shall in no event relieve Customer of its payment obligations hereunder. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**An Adult Must Be Present At Residences.** For on-site service provided at a residence, an adult must be present at all times during the service technician's visit.

**Assistance You Must Provide.** The service technician must receive full access to the covered equipment and (at no cost to ServiceConnection) have working space, electricity, and a local telephone line. If these requirements are lacking, ServiceConnection is not obligated to provide on-site service. Customer is responsible for backing up data prior to ServiceConnection service call.

**If You Miss The Service Visit.** If you or your authorized representative(s) are not at the location when the service technician arrives, we regret that the service technician cannot service your covered equipment. The service technician will leave a business card to let you know he or she was there. If this occurs, you may be charged an additional charge for a follow-up service call.

**Customer Replaceable Units and Whole Unit Replacement.** If the telephone technician determines that the defective equipment is equipment that is easily disconnected and reconnected, such as a monitor, hard drives in portable computers, or any other component designated from time to time as a component that may be replaced by the customer, you may receive such component to install yourself without a service technician arriving on site (referred to as a customer replaceable unit or "CRU"). Also, if the telephone technician determines that the defective equipment is equipment that should be replaced as a whole unit, a whole replacement unit with a prepaid return mailing label for the return of the defective equipment may be sent directly to you. You are required to return the defective equipment within five (5) calendar days or ServiceConnection will charge you for the replacement equipment. If the telephone technician determines that the defective equipment is one that is not easily disconnected and reconnected, you authorize ServiceConnection's service technician to act as your service agent to deliver the replacement equipment to you in person and to return the defective equipment to ServiceConnection. Please refer to your Service Plan or Schedule I for specific hardware/software contract coverage and limitations.

**Repairs will be performed in the following manner.** If any covered equipment requires service, one of our technicians will make an initial diagnosis of your problem and will attempt to help you resolve it by telephone. In most situations, this will be the fastest way to respond to problems with your covered equipment. If your problem can be resolved with a CRU (e.g., internal keyboards, memory, certain disk drives, certain CD-ROM drives, and other easily replaced parts that you are capable of replacing), we will ship these parts to you for replacement by you. You are responsible for packing the replaced CRU in the shipping container that contained the replacement part, affixing the shipping label to the package, and scheduling pick-up with the authorized courier listed on the shipping label for return to us within five (5) calendar days or ServiceConnection will charge you for the replacement equipment.

If the required parts are available at the service center, we will attempt to repair and return the covered equipment to you within the time specified within your contract. If required parts are not available, return of your equipment may be delayed. Your signature will be required upon delivery when we return your covered equipment.

If we repair your product, you understand and agree that we may replace original parts with parts from the original manufacturer or a compatible manufacturer. Replacement parts or products may be new or like new and will be in good working order and minimally functionally equivalent to the item replaced. When covered equipment or its parts are replaced, each replaced item becomes our property and the replacement becomes your property (or the owner of the covered equipment, if different).

In addition to your other responsibilities under this Agreement, you agree to do the following when obtaining service: (a) follow the packing and shipping instructions included with the shipping container; and (b) return the covered equipment through the shipper we designate within five (5) calendar days of the day you receive the shipping carton. We are not responsible for damage, or risk of loss due to improper packing or use of a shipper that we do not designate.

**Warranty Parts.** If the telephone technician determines that your covered equipment needs a replacement part, you authorize ServiceConnection to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to return non-working, unused or warranty parts to ServiceConnection. If the replacement unit is not delivered in person by a service technician, you may incur a charge from ServiceConnection if you fail to return the non-working, unused or warranty parts to ServiceConnection within a five (5) calendar day period. Please refer to your Service Plan or Schedule I for specific hardware/software contract limitations.

**Shipment.** In the case of replacement units or warranty parts to be shipped to you, you will take delivery from ServiceConnection or its agents. You authorize ServiceConnection to act as your agent to handle the delivery and return of non-working, unused or warranty parts to ServiceConnection.

**Payment Terms.** All invoices are payable upon receipt. If payment is not received within ten (10) days you will pay an additional fee of 1.5% per month or as set forth in your invoice.

**Taxes.** Customers are responsible for all sales and use taxes as may be applicable in their state.

**ServiceConnection Return Policy.** You may cancel a ServiceConnection Plan under the following circumstances: (1) if the service plan was purchased within thirty (30) days of cancellation request and the plan has not been used; (2) if you purchased the incorrect Service Plan and are replacing such plan with the correct Service Plan; (3) if you return the equipment being covered within the first thirty (30) days of purchase and need to cancel the corresponding ServiceConnection plan; (4) if you decide you would like an increased level of coverage, as long as the original Service Plan purchased was purchased within thirty (30) days; or (5) if your location is outside the response time of contract purchased and the service plan was purchased within thirty (30) days of cancellation request. Shipping and handling charges will not be refunded. Plans cannot be returned after thirty (30) days, whether or not service has been provided against the contract.

**Transfer of this Agreement.** Subject to the limitations set forth in this Agreement, you may transfer your Service Plan to anyone who acquires all of the covered equipment subject to the Service Plan before the termination date of your contract, provided you are the original purchaser of the covered equipment and the applicable Service Plan, or you have purchased the covered equipment and your Service Plan from its original owner (or a previous transferee) and have complied with all the transfer rules in this Agreement.

Please note that if you move your covered equipment to a geographic location in which the Service Plan coverage is not available at the same price as you paid for this Agreement, you may incur an additional charge to maintain the same categories of service coverage at the new location. If you choose not to pay such additional charge, your Service Plan may be automatically changed to categories of service that are available at the original purchase price or a lesser price in such new location with no refund available. Additionally, if (i) you transfer your Service Plan to a buyer who will move the covered equipment to a geographic location in which the service coverage is not available at the same price as you paid for this Service Plan, or (ii) if the transferee (i.e., the acquirer) of this Agreement wishes to change the service coverage, then you may incur an additional charge for such transfer.

#### **TO TRANSFER THIS SERVICE AGREEMENT.**

- **Using the Internet.** Complete the on-line form located within ServiceConnection's Service and Support section at [www.ServiceConnection.com](http://www.ServiceConnection.com)
- **Using Fax.** Fax a completed request to transfer to Fax # 603-683-0292

#### **YOUR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES.**

**You acknowledge and agree that our provision of service under your Service Plan is contingent upon your full satisfaction of the obligations specified in this Agreement.**

**Important Notice. Prior to requesting services, it is your responsibility to back up the software and data on your covered equipment's hard disk drive and on any other storage device(s) in or connected to the covered equipment. ServiceConnection is not responsible for any loss of any software or data.**

**WE RESERVE THE RIGHT TO REFUSE SERVICE IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS, AND WE, OUR EMPLOYEES, AGENTS AND CONTRACTORS SHALL NOT BE**

LIABLE FOR ANY DELAY OR DAMAGES INCURRED BY YOU IF YOU FAIL TO PERFORM ANY OF YOUR OBLIGATIONS. FAILURE TO FOLLOW THE PROCEDURES SET OUT IN THIS AGREEMENT MAY RESULT IN SERVICE DELAYS, OR IMPACT YOUR ABILITY TO RECEIVE SERVICE, OR RESULT IN ADDITIONAL CHARGES TO YOU. IN SUCH INSTANCES WHERE SERVICE IS REFUSED DUE TO YOUR FAILURE TO MEET YOUR OBLIGATIONS, SERVICE WILL BE INSTITUTED WHEN YOU HAVE COMPLIED WITH YOUR OBLIGATIONS UNDER THIS AGREEMENT.

In addition to your other responsibilities described elsewhere in this Agreement:

- A. Before we replace any covered equipment or part, you agree to remove all features, options, alterations, and attachments not originally included with the covered equipment or part (such as upgrade cards);
- B. You will remove or secure all proprietary, confidential or personal data before presenting the covered equipment to us for repair or replacement and back up valuable information and data in a format external to the covered equipment to enable you to reconstruct lost or altered data or programs if necessary;
- C. You will use and store the covered equipment under the physical and operating conditions specified by the manufacturer;
- D. You will perform all routine and preventative maintenance recommended by the manufacturer;
- E. You will ensure that all replaced items are free of any legal obligations or restrictions that prevent their exchange;
- F. You will disable any passwords or other security measures that may inhibit diagnostics or repairs on your covered equipment;
- G. You will follow our instructions for requesting service, assisting with problem diagnosis, analysis and resolution; and
- H. You will ensure that each returned part is one that originally came installed with your covered equipment, or was subsequently installed by an authorized service provider (or was provided to you as a CRU to replace such a part).

**Notices.** Any written notices provided by you to ServiceConnection must be sent to the following address:

ServiceConnection  
50 Redfield Street, Suite 301  
Boston MA 02122

**Renewal.** Prior to the expiration of your service contract, you may extend your service period based on available options then in effect for your covered equipment. Service extensions may be purchased by calling 800-800-0021, your local ServiceConnection office or account manager.

**Governing Law.** The laws of the Commonwealth of Massachusetts govern this Agreement and your Service Plan.

**Assignment.** The Service Contract may only be assigned by mutual agreement of the parties or as otherwise provided herein. Notwithstanding the foregoing, ServiceConnection may assign its rights and obligations under any Service Plan to any successor in interest to the business of ServiceConnection (including, without limitation, by way of merger, acquisition, asset sale or otherwise). Further, nothing herein shall limit the right of ServiceConnection to subcontract the provision of any services under any Service Plan.

**Lemon Law.** Under the Service Contract we will abide by the governing manufacturers Lemon Law Policy for products covered under the manufacturers' base warranty. Out of warranty products are not entitled to coverage under a Lemon Law policy unless supported as such by the original equipment manufacturer.

**Schedule I.** Schedule I is attached to this Agreement and is incorporated herein for all purposes.

**Complete Agreement.** THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND SERVICECONNECTION AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF. BY PURCHASING A SERVICE PLAN YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND THE PARTICULAR FEATURE OF THE SERVICE PLAN PURCHASED.

**OTHER GENERAL TERMS.**

Both you and ServiceConnection agree that, under this Agreement, all information exchanged is non-confidential. If either you or ServiceConnection requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

You agree to allow ServiceConnection to store customer contact information, such as names, phone numbers, and e-mail addresses, in any country where ServiceConnection does business and to use such information with third parties and to communicate with you for the purposes of our business relationship. Neither you nor ServiceConnection will bring a legal action, under this Agreement, more than One year after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

**LIMITATIONS TO SERVICE COVERAGE. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE.**

This Agreement extends only to original purchasers of the covered equipment shown on Schedule I and located within the United States as determined by ServiceConnection, and to any person who acquires covered equipment and this Agreement from the original purchaser or a subsequent transferee, as long as all transfer procedures set forth herein have been complied with. This Agreement extends only to uses for which the covered equipment was designed. Except as stated below, the services ServiceConnection agrees to provide under this Agreement are labor only repair services, which are necessary because of any defect that exists or occurs in materials or workmanship in the covered equipment or in any covered equipment component, during the term of this contract. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, additions or deletions, adjustment, or repair by anyone other than ServiceConnection (or its representatives) and repair services that are necessary due to manufacturer's recall of covered equipment or covered equipment components are not included. ServiceConnection is not obligated to repair any covered equipment or covered equipment components, which has been damaged as a result of: (i) accident (other than Accidental Damage coverage for covered notebook computers), misuse, neglect, failure to follow instructions for proper use, care or cleaning of the covered equipment or abuse of the covered equipment or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, failure to follow operating instructions, or use of out of specification supplies) by anyone other than ServiceConnection (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, (iii) failure due to an external factor (fire, flood, static electricity, failures of electrical power or air conditioning), (iv) repairs due to excessive use, wear and tear, cases, key caps, knobs, handles, batteries or mechanical parts or other select device components, (v) service calls if ServiceConnection determines there is no trouble found, (vi) the loading of software, software configurations or any data files, or (vii) the moving of the covered equipment from one geographic location to another or from one purchaser or entity to another, (viii) damage caused by x-ray equipment use or airport personnel searches during business travel, (ix) cleanings, adjustments and preventative maintenance, or (x) activities necessary to comply with the regulations of any government body or agency arising after the date of your invoice. Service Plans are not available for any equipment with a serial number that has been altered or removed.

**Force Majeure.** ServiceConnection is not liable for any failure or delay in performance due to any cause beyond its control such as, but not limited to, acts of God, war, acts of government, fire, explosions, epidemics, quarantine restrictions, strikes, lockouts, embargoes, severe weather conditions or delays in transportation. In any event, if ServiceConnection's ability to render repair services is impaired by you or circumstances beyond ServiceConnection's control, ServiceConnection may terminate this Agreement in which case you will receive a pro-rata rebate for unused time periods.

**WARRANTY EXCLUSION. SERVICECONNECTION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICECONNECTION EXPRESSLY DISCLAIMS ALL WARRANTIES.**

**LIMITATION OF REMEDY. YOUR EXCLUSIVE REMEDY AND SERVICECONNECTION'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE COVERED EQUIPMENT OR COMPONENTS IN ACCORDANCE WITH THIS AGREEMENT. IF SERVICECONNECTION IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND SERVICECONNECTION'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY YOU IN THE PRECEDING TWELVE (12) MONTHS OR, IF NO CHARGE WAS PAID, THE THEN CURRENT PUBLISHED ANNUAL CHARGES FOR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL SERVICECONNECTION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DE-INSTALLATION, USE OF, OR INABILITY TO USE THE SYSTEM, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER.**

**UNDER NO CIRCUMSTANCES IS SERVICECONNECTION OR IT'S PARTNERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: (1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; (2) LOSS OF, OR DAMAGE TO, DATA; (3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR (4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS.**

**THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.**

**CANCELLATION. SERVICECONNECTION MAY CANCEL THIS AGREEMENT UPON WRITTEN NOTICE TO YOU IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, IF YOU THREATEN EITHER VERBALLY OR PHYSICALLY OUR TECHNICIAN, OR IF YOUR LOCATION OR THE GENERAL AREA WHERE THE SYSTEM IS LOCATED CONTAINS ENVIRONMENTAL HAZARDS, BIOHAZARDS, OR CHEMICALS AS REASONABLY DETERMINED TO BE UNSAFE BY OUR TECHNICIAN AND THE SAME IS NOT CORRECTED OR CURED WITHIN TEN (10) DAYS.**

**INSURANCE COVERAGE. IN STATES WHERE COVERAGE IS REQUIRED BY LAW, OBLIGATIONS OF THE PROVIDER UNDER THIS SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY. IF THE PROVIDER FAILS TO PAY OR PROVIDE SERVICE ON A CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY. IN STATES WHERE COVERAGE IS NOT REQUIRED, OBLIGATIONS OF THE PROVIDER UNDER THIS SERVICE CONTRACT ARE BACKED ONLY BY THE FULL FAITH AND CREDIT OF THE PROVIDER (ISSUER) AND ARE NOT GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT INSURANCE POLICY.**

## SCHEDULE I

**Enhanced Warranty Service Plans.** Enhanced Warranty Service Plans may be purchased on eligible equipment provided that the covered equipment's base manufacturer warranty is still in effect. ServiceConnection contracts are effective only until the expiration of covered equipment base manufacturer warranty regardless of date of Service Plan purchase. Features vary by plan. "Out of box" and refurbished hardware equipment is eligible for ServiceConnection Enhanced Warranty Service Plans that are available for equipment with 1-year base manufacturer warranties. Equipment not purchased from PC Connection, GovConnection or its affiliates is eligible to purchase ServiceConnection Service Plans provided the equipment meets all the terms and conditions set forth in the Service Plan and the customer provides ServiceConnection with proof of purchase, serial number and part numbers. ServiceConnection reserves the right to inspect equipment covered after the original equipment purchase date or if the equipment was purchased from someone other than PC Connection, GovConnection or any of its affiliates. ServiceConnection also reserves the right to take action to determine with the equipment manufacturer what time period remains on the covered equipment's base warranty. Manufacturers supported by platform vary and is subject to change without notice. Customers can check the ServiceConnection web site for additional information. Customers will be notified if a change in manufacturer coverage will affect their contracts and ServiceConnection and will attempt to ensure service support is uninterrupted. Features vary by Service Plan and service is available in up to four levels: Bronze, Silver, Gold and Platinum.

**Extended Enhanced Warranty Service Plans.** Extended Enhanced Warranty Service Plans provide the same coverage as Extended Warranty Service Plans, except that if the covered equipment is subject to a 1-year base manufacturer warranty, the Extended Enhanced Warranty Service Plan extends this warranty coverage to three (3) years.

**Post Warranty Service Plans.** Post Warranty Service Plans are available on eligible equipment with base and/or extended warranties that have expired. Subject to a satisfactory equipment inspection by ServiceConnection, Post Warranty Service Plans can be purchased within 30 days of the base or extended warranty expiring or 12 months following the expiration of the base manufacturer and/or extended warranty. The effective date of the ServiceConnection Post Warranty Service Plan will be the day after the base manufacturer or extended warranty expires or from the date the Service Plan is purchased for equipment out of warranty, whichever is later. Out of box and refurbished equipment is eligible for ServiceConnection Post Warranty Service Plans available for 1-year base warranty equipment. Products not purchased from PC Connection, GovConnection or its affiliates are eligible to purchase ServiceConnection plans provided that they meet all the terms and conditions set forth on the plan, the product is a current product sold by PC or GovConnection (current part number exists), and the customer provides ServiceConnection with proof of purchase, serial number and part numbers. ServiceConnection reserves the right to take action to determine with the equipment manufacturer what time period remains on the covered equipment's base warranty. Manufacturers supported by platform vary and is subject to change without notice. Customers can check the ServiceConnection web site for additional information. Customers will be notified if a change in manufacturer coverage will affect their contracts and ServiceConnection and will attempt to ensure their service support is uninterrupted. Features vary by Service Plan.

**Current Manufacturers Supported:** Manufacturers supported varies by platform and is subject to change without notice. See Hardware Product Service Levels below for complete listing by platform.



**SOFTWARE SUPPORT COVERAGE FOR DESKTOPS AND NOTEBOOKS**

Service Plans that include software support cover support for the following software applications:

<b>DESKTOPS &amp; NOTEBOOKS</b>		<b>SERVERS</b>
<b>Office Suites</b>	<b>Anti-Virus</b>	Microsoft OS (latest release)
Microsoft Office	Norton	Windows 2000 Server
Lotus SmartSuit	McAfee	Windows 2003 Server
	Trend Micro	Novell Netware (6.0 plus)
<b>Graphics</b>		Novell GroupWise (6.0 plus)
PowerPoint	<b>Internet Browsers</b>	Citrix
Photoshop	Navigator	Microsoft SQL
Illustrator	Explorer	Microsoft Exchange
<b>Project Management</b>	<b>Email Clients</b>	<b>Desktop Management</b>
Microsoft Project	Microsoft Outlook	Microsoft Access
Lotus Organizer	Novell Group Wise	
	Lotus Notes	<b>Desktop Operating Systems</b>
<b>Desktop Publishing</b>		Windows 2000 Professional
Microsoft Publisher	<b>Home Systems</b>	Windows XP Home
Pagemaker	Microsoft Works	Windows XP Professional
	Quicken	

The software applications covered by software support is subject to update and change from time to time by ServiceConnection. In the event that a software application is no longer supported or marketed by the applicable software manufacturer, ServiceConnection shall have no obligation to continue support of such software application.

**HARDWARE PRODUCT SERVICE LEVELS**

**DESKTOPS**

<b>Desktop Enhanced, Enhanced Extended and Post Warranty</b>			
<b>Current Vendors: Compaq/HP &amp; IBM/Lenovo</b>			
<b>Features</b>	<b>Bronze 9 Bronze 13 &amp; Post Warranty</b>	<b>Silver *No longer available</b>	<b>Gold *No longer available</b>
Hardware Phone Support	9x5 13x5	9x5	24x7
On-site Hardware Service	9x5x4	9x5x4	9x5x4
Software Phone Support		9x5	24x7
Remote Software Support			24x7

**MONITORS**

<b>Monitor Protection Extended Enhanced &amp; Post Warranty</b>		
<b>Any Vendor, LCD or CRT, 1-21"</b>		
<b>Price</b>	<b>Extended Enhanced</b>	<b>Post Warranty</b>
\$0 - \$2,000	3-Year 9x5 Next Business Day	9x5 Next Business Day

**NOTEBOOKS**

<b>Notebook Enhanced, Extended Enhanced &amp; Post Warranty</b>			
<b>Current Vendors: Apple, Compaq/HP, IBM/Lenovo, Sony and Toshiba</b>			
<b>Features</b>	<b>Bronze 9 &amp; Post Warranty</b>	<b>Silver *No longer available</b>	<b>Gold *No longer available</b>
Hardware Phone Support	9x5	9x5	24x7
Accidental Damage	Yes <i>not available on post warranty</i>	Yes	Yes
Premium Pick-up & Delivery Repair - 9x5 Pick-up Window	Yes	Yes	Yes
Two Business Day Repair or Replace (upon receipt of product)	Yes	Yes	Yes
Software Support		9x5	24x7
Remote Software Support		9x5	24x7
Managed Online Backup			Yes

**PRINTERS**

<b>Printer Enhanced &amp; Post Warranty</b>	
<b>Current Vendors: Brother, Canon, Epson, HP, Lexmark &amp; Okidata</b>	
<b>Platform: Inkjets, Laser and Multi-function printers only</b>	
<b>Price Range</b>	<b>Features</b>
\$1-\$350	1-Year Mail-in Repair; two business day repair or replace (upon receipt of product, ServiceConnection pays return shipping only) Hardware Phone Support (9x5)
\$351-\$5,000	1-Year NBD On-site (9x5), Hardware Phone Support (9x5)

**SERVERS**

<b>Server Enhanced, Extended Enhanced Warranty</b>				
<b>Server Price Ranges \$1 - \$80,000</b>				
<b>Current Vendors: Compaq/HP &amp; IBM</b>				
<b>Features</b>	<b>Bronze 9 Bronze 13 Bronze 24</b>	<b>Silver *No longer available</b>	<b>Gold *No longer available</b>	<b>Platinum *No longer available</b>
Hardware Phone Support	9x5 13x5 24x7	9x5	24x7	24x7
Same-Day Business On-site Server Hardware Response	9x5x4 13x5x4 24x7x4	9x5x4	13x5x4	24x7x4
Software Support		9x5	24x7	24x7
1-Hour Phone Response		Yes	Yes	Yes
Remote Monitoring with Remote Server Support		Yes	Yes – Also includes notification	Yes – Also includes notification

<b>Server Post Warranty</b>		
<b>Server Price Ranges \$1 - \$80,000</b>		
<b>Current Vendors: Compaq/HP &amp; IBM</b>		
<b>Features</b>	<b>Post Warranty</b>	
Hardware Phone Support	9x5	13x5
Same-Day Business On-site Server Hardware Response	9x5x4	13x5x4

- ❖ **Silver, Gold and Platinum plans are no longer available.**  
Bronze plans with new Managed Service Offerings better allow customers to customize their service needs. Ask your sales representative for complete details.

## **RESPONSE TIMES**

<b>Response Time</b>	<b>Description</b>
24x7	A service technician is scheduled to arrive at your location on the same business day we receive your call, following remote problem determination. We provide service around the clock, every day excluding named holidays.
24x7x2	A service technician is scheduled to arrive at your location within two hours after remote problem determination is completed. We provide service around the clock, every day, excluding named holidays.
24x7x4	A service technician is scheduled to arrive at your location within four hours after remote problem determination is completed. We provide service around the clock, every day, excluding named holidays.
13x5x4	A service technician is scheduled to arrive at your location within four business hours after remote problem determination is completed. We provide service from 8:00 a.m. to 9:00 p.m. in your local time zone, Monday through Friday, excluding named holidays. If after 5:00 p.m. it is determined that onsite service is required, you can expect the service technician to arrive the morning of the following business day. For non-critical service requests, a service technician will arrive by the end of the following business day.
9x5x4	A service technician is scheduled to arrive at your location within four business hours after remote problem determination is completed. We provide service from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding named holidays. If after 1:00 p.m. it is determined that onsite service is required, you can expect the service technician to arrive the morning of the following business day. For non-critical service requests, a service technician will arrive by the end of the following business day.
9x5xSame Business Day	A service technician is scheduled to arrive at your location on the same business day after we receive your call, following remote problem determination. We provide service from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding named holidays. If after 1:00 p.m. it is determined that onsite service is required, you can expect the service technician to arrive the morning of the following business day.
9x5xNext Business Day	A service technician is scheduled to arrive at your location on the next business day after we receive your call, following remote problem determination. We provide service from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding named holidays.

**COVERAGE AREA.** Please contact your Account Manager for ServiceConnection for your proximity to parts depot and confirm guarantee of response time. (See page 3 for response time information).