



Support Service Agreement Terms and Conditions (Florida version)

1. **Support Services:** Technology Insurance Company ("TIC") is the Service Contract Provider for HP Consumer Products in the State of Florida. TIC will provide support services described in this Service Agreement (the "Agreement") for products purchased in Florida. TIC will use Authorized Service Provider to provide Support Services. Authorized Service Provider means Hewlett-Packard Company.
2. **Customer:** As used herein "Customer" refers to the end-user HP customer who purchases the HP Services described in this Agreement directly from HP or from another service contract sales representative.
3. **Charges:** Customer will prepay for support services at the time of support purchase. Customer will pay all applicable taxes. Full refunds for prepaid services are available from the place of purchase only if Customer cancels within thirty days of receipt of the Agreement. An additional charge may be billed to Customer for hardware products that are found not defective.
4. **Eligible Products:** To be eligible for support, product must be at current specified revision levels and, in Authorized Service Provider's reasonable opinion, in good operating condition.
 - a. Customer can purchase service only for designated HP and non-HP software for which Customer has rightfully acquired appropriate software license(s).
 - b. Relocation of product is Customer's responsibility and may result in additional support charges and modified service response times.
 - c. Unless otherwise specified, products moved outside the country where this Agreement is purchased will not receive support services under the terms of this Agreement.
 - d. Notwithstanding Section 4(a) of this Agreement, products which are in good operating condition at the time this Agreement is purchased are eligible for post warranty hardware support even if they are not at current specified revision levels available.
 - e. TIC will only utilize HP replacement parts which will be subject to HP's warranty. TIC warrants replacement parts provided to maintain hardware products serviced hereunder against defects in materials and workmanship for 90 days after return of the product to Customer. If TIC receives notice of defective replacement parts during the term of this Agreement, TIC will, at its option, repair or replace the replacement parts that prove to be defective. THE ABOVE WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.





5. **Limitations of Liability and Remedies:** For any material breach of this Agreement by TIC, Customer's remedy and TIC's liability will be limited to a refund of price paid for this Agreement for the products at issue. TIC will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control, including when product or parts are not available. To the extent HP is held legally liable to Customer, HP's liability is limited to damages for bodily injury and damages to tangible property up to the limit of \$300,000 (U.S.) and other direct damages for any claim based on a material breach of support services, up to a maximum of the support charges paid by Customer for this Agreement for the products at issue. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL TIC, HP, ITS AFFILIATES, ITS SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR LOSS OF DATA OR FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.
6. **Timeliness of Action:** In no event will any cause of action be brought against TIC more than one year after the cause of action has accrued.
7. **Limitations of Service:** TIC does not provide support for products not supplied by HP unless approved by TIC in writing or for products that Customer does not allow Authorized Service Provider to incorporate modifications. Customer or an approved designated contact is responsible for removing any products not eligible for support to allow Authorized Service Provider to perform support services. If support services are made more difficult because of such products, TIC will charge Customer for the extra work at Authorized Service Provider's standard service rates.

Unless otherwise specified, this Agreement excludes the provision, return/replacement, and installation of consumables, user replacement parts, maintenance kits, or other consumable items including, but not limited to, accessories, operating supplies, magnetic media, paper, print heads, ribbons, toner, a/c adapters, and batteries.

Unless otherwise specified, services do not cover any damage or failure caused by: (i) use of non-HP media, supplies and other products; (ii) site conditions that do not conform to HP's site specifications; (iii) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer work or modification by people other than HP employees or HP Authorized Representatives, or other causes beyond HP's control; or (iv) inability of products not manufactured by HP and non-compliant HP products in Customer's supported environment to correctly process, provide or receive date data (i.e., representations for month, day, and year), or the inability of these products to properly exchange date data with any products covered by this Agreement. Complete resolution of some problems may be beyond the control of TIC and thus outside the scope of these services.

8. **Supported Software Versions:** This Agreement provides support only for the current and



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immediately preceding versions of HP software, and only when the software is used with hardware that is included in HP-specified configurations. TIC will support specified versions of selected non-HP software, but will not support such software any longer than the vendor supports it.

9. **Non-HP Products:** TIC is not liable for the performance or non-performance of third party vendors, their products, or their support services. TIC's decision on how long to offer HP support on selected non-HP products is final.

10.

Customer Responsibilities (the product covered by this Agreement and instructions on how to obtain service are described on the attached HP confirmation of payment and/or the back of the physical HP Care Pack, which are incorporated herein by this reference):

- a. Customer is responsible for registering the hardware product to be supported within ten days of purchase of the support service, using the registration instructions within each package, email document, or as otherwise directed by Authorized Service Provider. In the event a covered product changes location or the support service is transferred with the sale of a used hardware product, registration (or a proper adjustment to existing HP registration) is to occur within ten days of purchase from previous owner. TIC IS NOT OBLIGATED TO PROVIDE SUPPORT SERVICES IF CUSTOMER DOES NOT REGISTER HARDWARE PRODUCT AS STATED HEREIN.
- b. Customer will make all reasonable efforts to support and cooperate with Authorized Service Provider in resolving the problem remotely, for example, starting and executing self tests or diagnostic programs, providing all necessary information, or performing basic remedial activities upon Authorized Service Provider's request.
- c. Customer will ensure that service personnel are provided with sufficient electrical power to perform necessary hardware maintenance and operating supplies used during normal operation.
- d. Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost, or altered files, data, or programs.
- e. Customer must notify Authorized Service Provider if any hardware products serviced are being used in an environment that poses a potential health hazard to Authorized Service Provider's employees or subcontractors; Authorized Service Provider may require Customer to maintain such products under Authorized Service Provider's supervision.
- f. Customer must ensure that an adult representative is present when Authorized Service Provider is providing services at Customer's designated location or by telephone.
- g. If remote support is available, Customer will allow Authorized Service Provider to keep system and network diagnostic program resident on the covered product and provide Authorized Service Provider login access for the exclusive purpose of performing diagnostics.
- h. Customer acknowledges that Customer has no ownership interest in diagnostic software





and that Authorized Service Provider will remove these diagnostic programs and any Authorized Service Provider loaned modems or other equipment upon termination of this Agreement. When capable, the covered product must be configured to permit access to one voice-grade telephone line and one data-quality telephone line; both must have terminations located near the covered product. Upon Authorized Service Provider's request, Customer will run Authorized Service Provider-supplied diagnostic programs before having a hardware product serviced under this Agreement.

11. **Off-Site Support and Exchange Services:** Customer is responsible for performing the following functions prior to return shipping a failed hardware product to Authorized Service Provider: a) perform all steps for self-test and trouble-shooting specified in the operating manual for the product; b) provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); and c) unless the product will be delivered and picked up in person by Customer, Customer is responsible for packaging the failed product carefully in the original or Authorized Service Provider provided shipping container, or a shipping container that prevents the product from being damaged while in transit to Authorized Service Provider.
12. **On-Site Support for HP Network Connectivity Products:** Configuration restoration assistance will be offered after repairing or replacing an HP hub, bridge, switch or router (or add-in HP module or transceiver). Authorized Service Provider will work with the customer to restore the configuration of the serviced device if the valid pre-service configuration is immediately available. The valid configuration may be in the form of either an electronically saved file or a clear and complete printed documentation of all required device parameters. On-site support for HP Network Connectivity Products is a device-specific service and not intended for interconnection troubleshooting.
13. **Maximum Use Limitations:** Products operated in excess of their maximum usage rate or duty cycle (as specified in the technical data sheet, operating manual, or service description) will be serviced at Authorized Service Provider's standard service rates.
14. **Transfer of Service:** This Agreement may only be assigned in connection with sale of the covered product. Customer or assignor must inform Authorized Service Provider when the covered product is sold. The assignment must be in writing, signed by the assignor and available for inspection by Authorized Service Provider. Assignment will not be valid if in breach of local or U.S. export regulations.
15. **Post Warranty Agreement Services:** Certain select products may be eligible for the purchase of a Post Warranty Service Agreement. Such Service Agreement services may be purchased either (i) after expiration of the original product warranty period or (ii) for renewal of a previously purchased Service Agreement to provide the customer with uninterrupted support services. The coverage period for the Post Warranty Service Agreement will begin at the time of purchase of the Post Warranty Service Agreement and continue for the period purchased.





16. **Term:** For Hardware Support purchased during the product warranty period, this Agreement will begin on the date of initial purchase of the new hardware product to be supported and will terminate either at the end of the specified number of years of service purchased; or for Hardware Support Services with page limits, terminate once the specified page limit (or page count) has been exceeded or at the end of the specified number of years of service purchased, whichever comes first. Page count is defined as the number of pages (printed or plain) that have passed through a printers print engine and recorded on the test page.

For Hardware Support purchased after expiration of the warranty, this Agreement will begin on the purchase date of this Agreement and will terminate at the end of the specified number of years of service purchased.

For Network Support or Software Support, this Agreement will begin on the purchase date of this Agreement and terminate twelve (12) months thereafter (thirty-six (36) months for Comprehensive Technical Support) or, if applicable, after closure of the last covered incident, whichever is first.

All orders will continue until terminated by either party under the provisions of this Agreement. This Agreement is not renewable; Customer may for some eligible products, purchase another Agreement upon expiration or termination of this Agreement. The cost of another Agreement will reflect the age of the product and service costs at time of purchase.

17. **Termination:** Customer may terminate this Agreement by notifying TIC in writing at 59 Maiden Lane, New York, NY 10038 within 30 days of purchase, to receive a full refund, less the purchase cost of any claims. If Customer cancels after thirty (30) days by sending a written notice of cancellation plus proof of purchase to TIC, Customer will receive a pro rata refund equal to 90% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made on Customer's behalf. TIC may terminate at any time after the effective date of this Agreement if Customer fails to perform or observe any condition of this Agreement with TIC. Notice of such cancellation by TIC will be in writing and given at least thirty (30) days prior to cancellation. If TIC cancels, Customer will receive a pro rata refund based on the time expired under the Agreement.
18. **Entire Agreement:** The terms and conditions of this Agreement constitute the entire understanding between the parties relating to the provision of services described herein and will supersede any previous communication, representation or agreement whether oral or written. Customer's additional or different terms and conditions will not apply. *Customer's acceptance of this Agreement is deemed to occur upon Customer's purchase of service, or failure to give notice of termination to place of purchase within thirty days TIC's provision of any support services. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party.*

This Service Agreement is between Customer and Technology Insurance Company (TIC).





Customer is entitled to make a claim against TIC, 59 Maiden Lane, New York, NY 10038,
Toll Free # 1-800-474-6836.



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Service Plan Descriptions – Florida Version



Service Agreement Type – Return to Depot, Post-Warranty Support

Service Overview

Hardware Support Offsite offers Return to Authorized Service Provider Services with remote telephone support and offsite repair for eligible products at an Authorized Service Provider designated Repair Center. The service includes repair or replacement, all parts, labor and cost of the return shipment.

Authorized Service Provider will determine the hardware service offering based upon the outcome of the system self test programs run by the customer through the initial call to the Total Care. Authorized Service Provider has the option, depending on the hardware failure, 1) to supply customer-replaceable parts, 2) provide send-in repair service to Authorized Service Provider, 3) provide carry-in service to an Authorized Service Provider (ASP) or 4) provide replacement of the product. Authorized Service Provider will provide freight service to send in and return repaired product to customer's location. Customer is responsible for packaging failed product. If customer requests expedited shipping, the additional charges will be billed to customer. The estimated time to repair the product will be provided to you by the HP phone technician on your initial call to HP.

For Carry-In Repair Service, Customer takes the product to the Authorized Service Provider (ASP) and picks it up when it is repaired. Time to repair the product will be established by the ASP.

Authorized Service Provider's post warranty technical support provides you one (1) year of telephone support coverage for your HP or Compaq consumer product. With Authorized Service Provider's post-warranty technical support, you have access to Authorized Service Provider's Technical Support Agents providing you with advice and technical assistance on your product, product's original operating system, and original manufacturer's pre-installed software. Technical support includes assistance with features and usage, installation, configuration, troubleshooting and diagnosis.

Service Limitations

The service may be performed at an Authorized Service Provider designated repair facility by an Authorized Service Provider service professional or other authorized representative.

At Authorized Service Provider's discretion, service will be provided using remote diagnosis and support or other service delivery methods, or a combination of remote diagnosis and support and service delivered at the Authorized Service Provider designated Repair Center. Other service delivery methods may include the shipment of parts specified as customer replaceable like e.g. floppy drive or ac adapter. Authorized Service Provider will determine the appropriate delivery method required.

Services such as the following, but not limited to, are excluded from this service:

- Recovery of the operating system, other software, and data
- Troubleshooting for interconnectivity or compatibility problems
- Services required due to failure of customer to incorporate any system fix, repair, patch, or modification provided to the customer by Authorized Service Provider
- Services required due to failure of the customer to take avoidance action previously advised by Authorized Service Provider
- User preventative maintenance

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Service Plan Descriptions – Florida Version



- Geographic coverage may vary

Support is limited to HP and Compaq consumer Pavilion and Presario Desktop and Notebook products. Authorized Service Provider will make every reasonable effort to assist and restore a user's product to productivity and will be deemed complete when the Customer has been provided any of the following:

Instructions that assist in resolving the hardware and/or software problem

Instructions on how to obtain a patch(es);

- Notice that a software application problem is caused by known, unresolved software bug
- Notice that the problem has been identified as a hardware repair problem
- Notice that the problem is corrected in a subsequent release of the product or software

TIC makes no guarantee that its best efforts to resolve a Customer's problem will be successful. This support is limited to telephone assistance and does not include the downloading of complete software packages or supervision of an installation from start to finish. Further actions by the customer may be required to resolve the problem.

TIC accepts no responsibility nor provides compensation for damage to the operating system software, application software, or data

Customer Responsibility

The customer must register the covered hardware and Care Pack as set forth in the HP Responsibility Care Pack support service agreement.

The customer will be required, upon Authorized Service Provider's request, to support Authorized Service Provider in resolving the problem remotely by:

- Providing all information necessary to deliver timely and professional remote hardware support and/or to enable Authorized Service Provider to determine the level of support eligibility
- Starting self tests and/or other diagnostic tools and programs
- Performing other reasonable activities to help Authorized Service Provider identify or resolve the problem

The customer is responsible to install customer replaceable parts and replacement units delivered by courier in a timely manner.

The customer must ensure that the product is appropriately packaged and prepared for pickup or the chosen method of delivery or shipment to the Authorized Service Provider designated Repair Center. Authorized Service Provider may require the customer to include a printout of any previously conducted self-test results together with the failed unit.

It is the customer's responsibility to:

- De-install all add-ons and or accessories from the base unit before returning to Authorized Service Provider
- Maintain a backup copy of all software and data. TIC recommends regular backups
- Restore software and data on the unit after the repair or replacement
- Be responsible for the user application software installation and insure all software is appropriately licensed



Service Plan Descriptions – Florida Version



The customer must adhere to and retain all original software licenses, upgrade license agreements, and license keys, and provide to Authorized Service Provider upon request. TIC strongly recommends Customer maintain a current backup or copy of their operating system and all other applicable software programs and data prior to use of this service.

Service Coverage

All standard accessories included with the HP base unit part number and all HP-supplied internal components, such as HP Jetdirect cards, memory and CD-ROMs are covered.

Items such as, but not limited to, the following are NOT covered under this service:

- Consumables, including, but not limited to, batteries and Tablet PC pens. If consumables are provided by Authorized Service Provider to establish whether repair has been effective because the Customer has none available, then Authorized Service Provider may charge for such consumables at its then prevailing rate
- Maintenance kits and other supplies
- Non-HP devices or options
- Accessories purchased in addition to the base unit, such as docking stations and port replicators
- Any product previously repaired by an unauthorized technician or user

Coverage Window

Total Care telephone support is available 24 hours a day, seven (7) days a week. Repair calls must be received before 5:00 pm central standard time.

Geographic Coverage

Service is available within the continental United States, including parts of Alaska and Hawaii. Add 1 or 2 days to turnaround time for Alaska and Hawaii.

Please check with your local Authorized Service Provider if your location is eligible for this service.

For more information, contact our technical support center at 1-800-474-6836.

