



Onsite Warranty Services

How to Get Service When Your System Has A Problem

Help-Desk and On-site services

Call Toll-Free

1-877-808-7440

(Please call from a telephone near your Computer.)

Call the toll-free Help Desk number from a telephone located near your Computer. Please have the Onsite Warranty number available at the time of your call. Your Onsite Service Plan can not be honored without the Number.

The technical support operator will ask you to perform some basic diagnostic procedures. With your help the Help Desk technician can pinpoint the problem and return your Computer to service as soon as possible. The Help Desk technician needs your help to identify any parts that might be required to repair your system. Your assistance is necessary to our goal of minimizing your downtime. The Help Desk technician is able to solve the majority of the calls received without dispatching a technician.

If parts are required to repair your Computer replacement parts will be shipped directly to the installation address specified. Parts are shipped as soon as possible. When the parts arrive at your location, we ask that you call us immediately using the supplied toll-free number. Once you confirm that the parts have arrived, we will dispatch a certified technician to repair your Computer. The technician will contact you to schedule a convenient appointment. (It is difficult to schedule appointments precisely. Often morning or afternoon is as specific as a technician can be.) Once the technician repairs your system, he or she will contact THE SYSTEM BUILDER, from your location, to close the service call. At that time we might ask to speak with you to confirm the completion of the call.

The technician will repack the parts and arrange shipment back to the Manufacturer. Please note that the End User is responsible for the replacement parts until they are delivered to the Onsite Technician. Lost or damaged replacement parts will be invoiced to the End User.

1. SERVICE PLAN

It is the expectation of the Manufacturer that the Equipment will be free from defects in workmanship and material during the Service Period. However, in the event the Customer detects and reports to the System Builder during the Service Period a defect in the workmanship or material of the Equipment, then the System Builder shall provide to customer the services hereinafter described, subject to all of the terms and condition of this Service Plan.

Definitions

The following terms shall have the following meanings: (1) "Equipment" shall mean the computer hardware system with which this Service Plan is enclosed; (2) "Manufacturer" shall mean the System Builder; (3) "Customer" shall mean only the end-user of the Equipment who is located in the Continental United States and who is either the original purchaser of the equipment from the Manufacturer, from an authorized reseller, (4) "Person" shall mean an individual, partnership, association, corporation, limited liability company, limited liability partnership, trust, estate, or other entity of any kind, as the case may be, including but not limited to a governmental entity or subdivision thereof; (5) "Service Plan Period" shall mean the number of years purchased commencing on the Commencement Date or any renewal period agreed to by Customer and The System Builder; (6) "Commencement Date" shall mean the date on which the Equipment is first purchased by a customer from the Manufacturer or from an authorized reseller.

A. Coverage

(1) This Service Plan extends only to Customers, and not to any other Person. To obtain performance under this Service Plan, a Customer should call the toll-free number appearing below and report a defect in the workmanship or material of the Equipment. It shall be the Customer's responsibility to prove the Commencement Date. For this reason, Customer should save Customer's purchase receipt. The System Builder reserves the right to refuse service to any Customer who cannot prove the Commencement Date. Only authorized representatives of the System Builder may perform repairs on the Equipment under this Service Plan. (2) During the Service Plan Period, The System Builder will provide the labor necessary to repair or replace, at the option of The System Builder, any Equipment having a defect in material or workmanship. THE SYSTEM BUILDER will return the Equipment to a functional operating system prompt. THE SYSTEM BUILDER will not reload Customer's software. All replacement parts shall also be covered under this Service Plan for the remainder of the Service Plan Period. (3) Some problems or defects may require THE SYSTEM BUILDER to reformat or replace a hard disk drive. Under such circumstances all data on the disk drive may be lost. Neither THE SYSTEM BUILDER nor the authorized THE SYSTEM BUILDER service providers shall be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Plan or resulting from the services performed hereunder. The Customer is solely responsible for the security of Customer's data. THE SYSTEM BUILDER strongly advises Customer to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure. (4) THE SYSTEM BUILDER will attempt to diagnose problems over the telephone. Telephone technical services are available on the THE SYSTEM BUILDER toll-free service line 24 hours-per-day, 7 days-per-week, excluding holidays. (5) THE SYSTEM BUILDER will provide on-site service as necessary Monday through Friday, excluding holidays, between the hours of 8:00 A.M. and 5:00P.M., customer's local time.

B. Exclusions

This Service Plan does not include: (1) Installation or set-up of the Equipment; (2) Service needed as a result of moving the Equipment; (3) Damage to the exterior surface or housing of the Equipment; (4) Problems resulting from negligence, misuse, abuse, or other physical casualty to the Equipment; improper maintenance; electrical disturbances; acts of nature; or work, attachments, additions, alterations, or modifications by persons other than authorized THE SYSTEM BUILDER service providers; (5) Service needed as a result of improper operating environment; (6) Any problem not involving a defect in the Equipment hardware, including, but not limited to software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, and operating system problems and errors; (7) Any problem that cannot be solved by replacement of defective Equipment hardware; (8) Use of any item with the equipment if the item is not designated for use with the equipment.

2. EXCULPATION

The maximum liability of THE SYSTEM BUILDER under this Service Plan is limited to the cost of replacing any defective Equipment. THE SYSTEM BUILDER shall not be liable to the Customer for incidental and consequential damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Service Plan gives you specific legal rights, and you may also have other rights, which vary from State to State. Under no circumstances shall a Customer or any other Person ever be deemed to be a third-party beneficiary of the agreement. In the event THE SYSTEM BUILDER fails for any reason to provide services to Customer under this Service Plan, Customer shall have no recourse against THE SYSTEM BUILDER.

3. RESPONSIBILITIES OF CUSTOMER

Customer shall: (1) operate the Equipment in an environment meeting the Manufacturer's specifications; (2) protect the supply of electricity to the Equipment through the use of appropriate surge protection devices; (3) comply with the Manufacturer's operating manual; (4) promptly report to THE SYSTEM BUILDER any diagnostic messages; (5) permit no work on the Equipment except by authorized THE SYSTEM BUILDER service providers; (6) have an adult representative present whenever THE SYSTEM BUILDER provides support services; (7) perform such diagnostic procedures or programs as requested by an authorized THE SYSTEM BUILDER service provider; (8) safeguard and deliver to an authorized THE SYSTEM BUILDER service provider all replacement parts shipped by the Manufacturer to Customer. All replacement parts and other items shipped to Customer must be accounted for to the Manufacturer. Either the part to be replaced or the replacement part or item shipped to Customer must be returned to the Manufacturer. Customer assumes financial responsibility for all parts and accessories, including, but not limited to, cables, diskettes and manuals, shipped to Customer until the item or part replaced is returned to the Manufacturer.

4. TRANSFER OF SERVICE PLAN

This Service Plan may be transferred at any time during the original term hereof for a transfer fee of \$25.00, paid directly to the System Builder. The transferee succeeds to the remaining term of the Service Plan. Please call the toll-free service line for information.

5. INDEMNIFICATION

THE SYSTEM BUILDER shall not be liable for, and Customer hereby indemnifies and holds THE SYSTEM BUILDER and every authorized THE SYSTEM BUILDER service provider harmless from, any and all loss, damage, claim, or cause of action, direct or indirect, incidental or consequential, occurring to Customer, or to the employees or agents of Customer, or to any other third party, or to the property of any of the foregoing, which may arise as a result of any defect covered by this Service Plan or as a result of any service performed under this Service Plan.

6. PARTS AVAILABILITY

THE SYSTEM BUILDER provides the Support Services necessary to repair the system with replacement parts provided by the Manufacturer. A particular replacement part necessary for the Support Services provided by THE SYSTEM BUILDER may not be available from the Manufacturer. In such an event, THE SYSTEM BUILDER will assist the Customer with reasonable efforts to locate a THE SYSTEM BUILDER approved compatible replacement part either from the Manufacturer or from other sources if the Manufacturer is unable to supply the replacement part. If the replacement part is located from sources other than from the Manufacturer the Customer may purchase the THE SYSTEM BUILDER approved compatible replacement part at the Customer's sole expense. If a compatible replacement part cannot be located, then, if possible, THE SYSTEM BUILDER will offer to upgrade Customer's system at the Customer's sole expense for any parts used for the upgrade to a configuration that can be serviced. If Customer elects to accept the offer to upgrade, then Customer shall prepay THE SYSTEM BUILDER for the full cost of the upgrade. In the event Customer chooses not to accept the upgrade THE SYSTEM BUILDER shall not be responsible to make repairs under this Service Plan.

7. CONSTRUCTION AND INTERPRETATION

Customer's return of Limited Service Plan Activation Form or Customer's first use of the toll-free service line shall constitute Customer's acceptance of and acquiescence to the terms of this Service Plan including the indemnification provisions. This Service Plan shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Please Keep This Service Plan And Your
Invoice In A Safe Place For Future Reference.**