

SAFARI MONTAGE® EXTENDED HARDWARE WARRANTY

This document contains the terms and conditions of the SAFARI Montage® Extended Hardware Warranty (the "Extended Warranty") between Library Video Company d/b/a SAFARI Montage ("SAFARI Montage") and the school and/or district that purchased, utilizes or otherwise controls the SAFARI Montage hardware (collectively and individually the "Customer"). SAFARI Montage shall provide the services described in this Extended Warranty to the Customer for the period set forth below.

1. SCOPE OF COVERAGE

- 1.1 **Covered Hardware:** This Extended Warranty applies to the specific SAFARI Montage hardware for which Customer has paid to extend the warranty (the "Hardware").
- 1.2 **Extended Warranty Commencement:** This Extended Warranty will commence on the day Customer's SAFARI Montage Limited Hardware and Software Warranty expires; provided, however, if the Hardware is covered by an existing Extended Warranty or extended service agreement, the Extended Warranty shall commence on the day immediately following the conclusion of the prior Extended Warranty or extended service agreement. The warranty period associated with the Hardware is described in the SAFARI Montage® Software and Hardware Limited Warranty. Purchase of additional SAFARI Montage products does not extend the original warranty period or the Term.
- 1.3 **Term:** SAFARI Montage will provide services for the Term, which is identified on Customer's Extended Services' Form.
- 1.4 **Continuation:** At the conclusion of the Term, SAFARI Montage may send an invoice to the Customer to continue to offer the Extended Warranty services at a price to be determined at that time. In the event the Customer remits payment under that invoice, the Extended Warranty services will continue on the same terms and conditions as this Extended Warranty.

2. SERVICE

- 2.1 **Scope of Extended Warranty Services:** During the Term, SAFARI Montage will repair or replace the Hardware in the event there is a defect in materials and/or workmanship, as described more fully below. If a defect exists, SAFARI Montage will, at its sole discretion and option, either: (a) repair the product at no charge, using new or refurbished replacement parts; or (b) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. The replacement product/part shall be warranted under the terms of this Extended Warranty for the remainder of the Term. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes SAFARI Montage's property.
- 2.2 **Obtaining Service:** To obtain service under this Extended Warranty, Customer must contact the SAFARI Montage technical support team by either calling (800) 782-7230 or submitting a "service ticket" online at <http://www.safarimontage.com/support>. The SAFARI Montage technical support team will determine, in its sole discretion, whether a valid Extended Warranty claim exists and, if so, how to provide the Extended Warranty service.
- 2.3 **Service Availability:** Technical support is available by toll-free phone Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Standard Time, or at another time as indicated by SAFARI Montage.
- 2.4 **Providing Service:** If the technical support team determines that the Customer has a valid warranty claim, the technical support team will determine, in its sole discretion, whether to repair or replace the Hardware. The technical support team will also determine, in its sole discretion, whether to provide warranty service: (a) on site (by a certified technician); (b) through communication with the Customer; and/or (c) through shipment of the Hardware to SAFARI Montage facilities.
- 2.5 **Returning Hardware to SAFARI Montage for Service:** Once Extended Warranty coverage has been determined and the technical support team also determines that the Hardware should be shipped to SAFARI Montage facilities for service, the technical support team will provide Customer with an Equipment Service Request (ESR) number and shipping instructions. At the time of providing the ESR number, the Customer must supply the Customer's name, ship-from address, phone number, email address, a description of the problem and complete identification of the product being returned (including serial number, service number and/or other service tag). When shipping the Hardware to SAFARI Montage, Customer must follow all SAFARI Montage instructions, including the time frame required to return the Hardware. When shipping the Hardware to SAFARI Montage, the Customer must also package the product in the original packing material. If the original packaging is not available, the Customer must contact the SAFARI Montage technical support team for additional shipping instructions. SAFARI Montage will not be responsible for any loss or damages resulting from shipping a product for warranty service; therefore, the Customer should insure each shipment. SAFARI Montage will pay freight charges to and from SAFARI Montage facilities for the products returned for warranty service from a U.S. address, shipping standard ground carrier or another method determined by SAFARI Montage. In the event repairs are found not to be covered by the Extended Warranty, SAFARI Montage will inform the Customer of all non-covered labor and parts charges. Thereafter, the Customer will be responsible for paying all freight charges in addition to such non-covered labor and parts charges.

3. CUSTOMER RESPONSIBILITIES

- 3.1 **Care of Hardware:** The Customer shall be responsible for the use, care and general maintenance of the Hardware in accordance with normal business practices and SAFARI Montage's instructions. This includes, but is not limited to providing and maintaining a stable environment with properly conditioned electrical power, grounding, air conditioning and humidity control.
- 3.2 **Access to Hardware:** In the event SAFARI Montage requires on-site or other direct access to the Hardware, the Customer shall provide technicians access on the scheduled dates, at the scheduled times and in the requested manner.
- 3.3 **Additional Devices:** The Customer agrees not to employ or install unauthorized attachments, features, or devices to the Hardware, make alterations to the Hardware, or permit personnel other than SAFARI Montage personnel (or SAFARI Montage authorized dealers or contractors) to repair or service the Hardware, without the written consent of SAFARI Montage.

4. EXCLUSIONS FROM SERVICE

- 4.1 The Extended Warranty does not apply to and does not cover any loss, problem or damage to the Hardware due to, or repairs required by:
 - (i) Customer neglect, negligence, misuse, abuse, misapplication or any external fire, theft, vandalism, terrorism, flood, exposure to weather conditions, power surges, brownouts, accidental damage, acts of God, including without limitation lightning and earthquakes;
 - (ii) Customer's failure to perform preventative maintenance or provide and maintain a stable environment, including but not limited to properly conditioned electrical power, grounding, air conditioning and/or humidity control, or Customer's failure to use reasonable means to protect the Hardware from further damage after a failure occurs;
 - (iii) any third party hardware or software parts, components or accessories used in connection with Hardware, including without limitation any keyboards, mouse, speakers, modems, or wiring or any unauthorized attachments, features or devices;
 - (iv) use of materials not meeting SAFARI Montage's specifications, or use of Hardware not in accordance with Hardware instructions or for purposes other than those for which they were designed or any relocation, reconfiguration or unauthorized additions or other transportation damage;
 - (v) a change required by the laws or regulations of any governmental body or agency;
 - (vi) any and all pre-existing conditions that occur prior to the effective date of this Extended Warranty (unless otherwise agreed in writing); and
 - (vii) any non-authorized service, which includes any instance in which a person, other than an authorized SAFARI Montage technician, performs maintenance or repairs to the Hardware, or makes any alterations or modifications to the Hardware, or uses supplies, parts, components, or accessories other than those recommended by SAFARI Montage.
- 4.2 **Additional Service:** If Customer requests service outside the scope of the Extended Warranty, such repair will be furnished at SAFARI Montage's then-current rates for labor and materials.
- 4.3 **Excluded Hardware:** If Customer has purchased any hardware manufactured by third parties, the third party manufacturers' warranty shall apply. Accordingly, this Extended Warranty shall not apply to the following servers: T420, RM640, and WAN-1240, as such servers are manufactured by Dell and Dell's warranty terms apply. Additionally, since this Extended Warranty provides extended support for Hardware, the Extended Warranty does not extend to or apply to software.
- 4.4 **Paid in Full:** This Extended Warranty only covers Hardware that has been paid for in full. Therefore, SAFARI Montage reserves the right to refuse to provide Extended Warranty services for any Hardware for which the Customer has not paid in full.

5. LIMITATION OF LIABILITY

- 5.1 SAFARI Montage, and its affiliates, subsidiaries, divisions, successors, assigns or any of its suppliers or manufacturers, SHALL NOT BE LIABLE, REGARDLESS OF CIRCUMSTANCES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES OF ANY NATURE OR KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES ARISING OUT OF OR RESULTING FROM USE OR FAILURE OF THE HARDWARE, FAILURE TO REALIZE SAVINGS, PROPERTY DAMAGE, INTERRUPTIONS IN CUSTOMER'S USE OF THE PRODUCT, OR DEMAND AGAINST THE CUSTOMER BY ANY THIRD PARTY, whether or not SAFARI Montage has received notice of the possibility or certainty of such damages, directly or indirectly arising from this Extended Warranty, including, without limitation Customer's inability to use the Hardware, either separately or in combination with any other hardware or software.
- 5.2 All implied warranties with respect to the Hardware, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded. Under this Extended Warranty, SAFARI Montage does not guarantee or warrant that: (a) the Hardware will meet Customer's requirements or that the operation of the Hardware will be uninterrupted or error-free; or that (b) the Hardware will be compatible with any other content, product or systems. The Customer assumes responsibility for the selection of the Hardware to achieve the Customer's intended results, and for the use and results obtained from the Hardware. Should the Hardware prove to be defective in any respect other than as encompassed by the foregoing, the Customer assumes the entire cost of all necessary servicing, repair, or correction.
- 5.3 Recovery and reinstallation of user data is not covered under this Extended Warranty; therefore, Customers are solely responsible for backing up data on the hard drive(s) and on any other storage device(s) in or associated with the Hardware before obtaining Extended Warranty service. Customers should remove or delete any information they deem personal, confidential or proprietary prior to obtaining service.

6. GENERAL

- 6.1 **Entire Agreement:** This Extended Warranty constitutes the entire agreement and understanding between Licensee and SAFARI Montage pertaining to Licensee's right to use the Software. This Extended Warranty supersedes all prior or collateral oral or written representations, discussions, communications, advertising or agreements related thereto, and SAFARI Montage is not bound by any representation or inducement not specifically set forth herein.
- 6.2 **Modification:** This Extended Warranty may not be modified or amended except in writing signed by an authorized representative of SAFARI Montage. No other SAFARI Montage employee is authorized to modify this Extended Warranty or to make any representations or agreements, written or oral, concerning this subject matter herein, and no such modification, representation or agreement shall be binding upon SAFARI Montage.

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- 6.3 **Severability:** Each and every provision of this Extended Warranty is severable. If a court of competent jurisdiction declares any provision hereof to be void or unenforceable, then the same shall be struck from this Extended Warranty without in any way affecting the validity of any other provision of this Extended Warranty. This Extended Warranty will be deemed amended to the extent necessary to make it enforceable and valid, and the remaining terms and provisions will remain in full force and effect.
- 6.4 **Non-Transferable, Waiver and Notice:** This Extended Warranty is non-transferable and may not be assigned without the prior written approval of SAFARI Montage and any attempt to assign this Extended Warranty without authorization shall be deemed null and void. SAFARI Montage's failure to exercise any rights herein shall not constitute or be deemed a waiver or forfeiture of such rights. Any notices required to be given hereunder shall be given in writing and addressed as follows: if to Licensee, to the address and individual of the customer on file; and if to SAFARI Montage, to the chief legal officer at the corporate headquarters.
- 6.5 **Governing Law:** This Extended Warranty shall be enforced and interpreted subject to the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law principles.
- 6.6 **Subcontracting:** SAFARI Montage reserves the right to subcontract any service or product to be provided under this Extended Warranty.
- 6.7 **Force Majeure:** SAFARI Montage shall not be liable for any failure in service as a result of SAFARI Montage's being delayed, prevented, or hindered in the performance of its obligations under this Extended Warranty (or its agents, employees, or contractors) by reason of any circumstances beyond its reasonable control, including, without limitation fire, flood, power surges, civil disorder, government actions, war, terrorism, import or export regulations or embargoes, labor disputes, strikes, supply disruptions and/or acts of God, including without limitation lightning and earthquakes.

*SAFARI Montage Extended Hardware Warranty 03.18.09 SR L5331
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