



EQCare Essentials Service Plan Terms and Conditions

The EQCare Essentials Service Plan (“Service Plan”) is provided by Equus Computer Systems, Inc. (“Equus”) to the original enterprise purchaser (“Customer”) of the third-party manufactured computer hardware product(s) specified on Customer’s invoice (“System”) for which Customer purchased a Service Plan.

Under the Service Plan, Equus will provide customer advocate services (the “Services”) for the System purchased from Equus to which the Service Plan applies. The Service Plan coverage period begins, for new System purchases, at the time of original System invoice date, and for Service Plan extensions, at the end of the existing Service Plan, and will continue for the Service Plan period purchased (the “Service Plan Period”).

Customer must contact Equus to open a support case and provide Equus with a valid proof of Service Plan purchase by providing a valid System serial number. Equus will document the issue, System information, and Customer’s contact information. Equus will then open a service request with the System manufacturer and work to resolve the issue on behalf of Customer. Equus will monitor ticket progress and inform Customer of significant updates.

This Service Plan will be void and of no effect if the System manufacturer’s warranty for the System is no longer active or valid, regardless of the reason.

Service is available 24 hours per day, 7 days per week, including holidays.

No guarantee is provided on response times for the Services as Equus is reliant upon the System manufacturer. The scope of the Services is subject to and limited by the System manufacturer’s applicable terms, conditions and warranty provided by the System manufacturer. Equus is not responsible for the outcome of any warranty claim it facilitates on behalf of Customer with the System manufacturer through the Services or Customer’s satisfaction with the resolution of such warranty claim.

The Service Plan may be transferred at any time during the Service Plan Period if the current Customer transfers ownership of the System and requests transfer of the Service Plan with Equus. All requests to transfer Service Plans are at Equus’ sole discretion and such transfers will be subject to the terms and conditions of the existing Service Plan and limited to the duration of the remaining Service Plan Period.

Once the Service Plan Period has expired, Equus’ obligations to provide the Services will cease.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EQUUS SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, THE SERVICE PLAN, AND THE SERVICES PERFORMED THEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL EQUUS HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE OR PROFITS; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; DOWNTIME; CLAIMS BY THIRD PARTIES; LOSS OF USE OR EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS; ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, THE SERVICE PLAN OR THE SERVICES PERFORMED THEREUNDER, UNDER ANY THEORY OF LIABILITY (WHETHER IN TORT, INCLUDING NEGLIGENCE, CONTRACT, OR OTHERWISE), WHETHER OR NOT EQUUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, EQUUS' LIABILITY HEREUNDER IS LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE PLAN. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY.

The terms and conditions of this Service Plan are governed by and will be construed in accordance with the laws of the State of Minnesota. If any of the provisions contained in these terms and conditions is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these terms and conditions will continue in full force and effect. Equus may assign the Service Plan and/or Services to any entity that controls, is controlled by or is under common control with Equus. No term or condition of any purchase order or other writing issued by Customer inconsistent with these terms and conditions will be binding upon Equus.