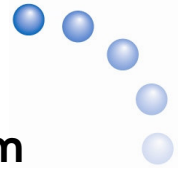


**BuyToughPC, LLC**

**Service Maintenance, Support  
& Quik-Fix Loaner Programs**

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Suite D  
Tulsa, Oklahoma 74146  
USA  
Phone: (918) 307-7100  
Fax: (918) 307-7190



# BuyToughPC Service Maintenance & Support Program

BuyToughPC (BTPC) Service Maintenance & Support Program is a hardware maintenance and repair program with Help Desk coordination. Your BuyToughPC mobile computing device is a unique and highly integrated system that deserves a “holistic” approach to support.

The purpose of this program is to provide timely resolution to normal operational problems. Coordination of this support is carried out via skilled Help Desk staff.

## Standard Warranty

BuyToughPC serialized hardware is covered for a twelve (12) month period, unless otherwise stated by OEM manufacturer, following delivery and customer receipt. Repairs or replacement is provided at no charge, providing the equipment has not been subject to misuse, unauthorized alteration, modification, or unauthorized repair. BTPC does not cover shipping for warranty repairs. All conditions of hardware maintenance service described below (such as hardware abuse) would apply. All third-party hardware supplied to the customer will be covered under the terms and warrantee conditions provided by that specific manufacturer.

Warranty does not include software issues or corrections, or screen.

## Hardware Support:

The investment in BTPC hardware is a serious commitment to providing the best hardware for real world applications for the lowest total cost of ownership. A decision to purchase fully rugged mobile hardware is based your understanding that the device is built to last, resulting in less downtime for a mobile workforce due to device breakage. BuyToughPC believes that because your device was built to last, repair costs should occur only if necessary. For this reason, BuyToughPC designed its Service Support & Maintenance program with options that meet your most pressing challenges while minimizing your expenses and maximizing repair turn times.

Hardware service and support is provided for all BTPC serialized products through 3 levels of service. All service requires shipping costs to be covered by customer both ways. No custom software will be installed by BuyToughPC on any replacement or serviced unit.

**Priority:** BuyToughPC provides guaranteed return shipment within three (3) business days from receipt of the device at our North American service center. Standard hourly bench rates and replacement parts are discounted by 15% for normal repairs and maintenance.

**Rapid:** Hardware is serviced and returned to the customer within ten (10) business days from receipt of the device at our North American service center. Standard hourly bench rates and replacement parts are discounted by 10% on labor and materials for normal repairs and maintenance.



Standard: Hardware is serviced and returned to the customer in the target range of thirty (30) business days. Standard hourly bench rates for repairs, maintenance, and replacement parts are charged at normal rates.

Customers waiving hardware maintenance options will be charged at the current hourly bench rate and standard replacement part charges. Return of repaired equipment not covered by a maintenance contracts do not have a guaranteed return time but will be repaired as soon as possible, but will be lower on the priority than those covered with agreements.

Standard Help Desk Support: All calls to initiate hardware only support will be placed with the BTPC Help Desk. Help Desk personnel will immediately produce an internal BTPC trouble ticket for tracking and routing purposes. Standard procedural support would be provided by Help Desk personnel, or escalated to the manufacturer if the device in question is beyond repair and within the manufactures warranty period. The Help Desk is supported from 7:00 AM Central time to 6:00 PM Central time, Monday through Friday, excluding standard U.S. holidays. BTPC will register any hardware repair requests under the Help Desk support, and will address hardware related solutions in future revision releases at BTPC's option. There is no extra charge for Help Desk support if a hardware maintenance agreement is engaged.

**Other conditions:**

Support contracts must be purchased at the time of sale, are valid for one year from purchase date, and can be renewed for up to three years. A 30-day grace period will extend from anniversary purchase date for service renewal. If maintenance is dropped after the first year, then service maintenance of the system is only available on a time and materials basis (see pricing section for rates).

BTPC will provide second and third tier support as part of the hardware maintenance program. First tier support will be managed through BTPC Value-Added Resellers or System Integrators are responsible for handling and managing initial calls from their clients, or employees, to trouble shoot occurrences of general operator error, etc. The customer agrees to create a single point of contact to address the BuyToughPC help desk and the maintenance program.

When returning equipment for repair, BuyToughPC must be contacted for a Returned Materials Authorization (RMA) number and the equipment must be shipped postage paid to BuyToughPC. Once repaired, the equipment will be returned to the customer by the same method with postage recharged to the customer. Any items received without the RMA number clearly marked on the outside of the box will be returned to the customer. Service invoices unpaid after 30 days from the billing date may void discounted service rates and/or guaranteed return times for the current period. BuyToughPC reserves the right to suspend repair and service privileges for accounts with billing dates past 30 days for any invoices.



Services Outside of Service Contract: Hardware is repaired and returned to the customer without any guaranteed turn around time. Repair times are determined by department load and available resources. Parts are charged at list price and labor is charged at the standard hourly bench rate.

**BTPC Service Support & Maintenance Agreement Pricing:**

BuyToughPC Hardware Support contracts are designed and priced to be purchased at the same time the hardware is purchased. If the customer purchases hardware in stages, maintenance will be offered on the value of each allotment as purchased, extending the service coverage on hardware from its actual deployment date. Support & maintenance agreement is valid for one-year and renewable annually on purchase anniversary date (30-day grace period). Annual renewals are available for up to a maximum of three years from date of purchase.

Prices are presented as a percentage of the Retail (List) price, minus any taxes, shipping, or duty fees.

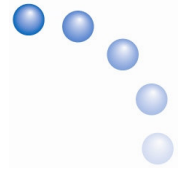
Pricing for Hardware Maintenance (Percent of original Hardware Price)

- ❖ Priority Option:            6.0%        3 Days        15% Discount on Parts & Labor
- ❖ Rapid Option:             3.0%        10 Days      10% Discount on Parts & Labor
- ❖ Standard Option:         30 Days     Bench Rate & Book Price

Current Time and materials rates are as follows:

Hardware Repair Bench rate	\$130 per hour
Hardware Parts	Per price book

Under all conditions, the rates and fees provided to the customer in the actual maintenance contract will be the effective prices offered. This document may be revised without notice. BuyToughPC reserves the right to refuse any particular option or proposed rates and services based on a customer’s request for maintenance services.



## BuyToughPC Quik-Fix Loaner Program

Our Quik-Fix Loaner Program is nothing like a service exchange program where additional units are purchased as part of the overall order. Nor does it resemble a costly extended warranty program that charges in advance for repairs made to a device that is built to last and may never break. BuyToughPC's 'Quik Fix Loaner' program works like this:

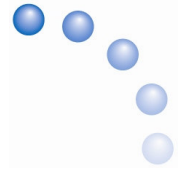
- Unit breaks or isn't working right, call our North American Service Center and together we determine what's wrong with unit;
- If the issue cannot be resolved and requires servicing, then we issue the RMA #;
- Send BTPC your device within five days of the issued RMA # (include with packaging);
- A 'loaner' is over-nighted (for calls received before 3pm CST);
- The damaged unit arrives at our North American Service Center and is serviced within 3-days and returned to the point of origination;
- Use the 'loaner' unit until your serviced device is returned;
- Upon receipt of the serviced unit, return the 'loaner' unit to BTPC

This program will help you and/or your client by:

- Reducing down time by getting you a replacement device before the next business day
- Not having to purchase additional units at the regular price
- Not purchasing inflated extended warranty programs for a device that's built to last
- Pay as you go...or as needed.

Requirements:

- Purchase the 'Priority' Service option (15% discount 3-day on repair / maintenance)
- 'Quik-Fix Loaner' units are \$100.00 per occurrence
- Maximum number of 'Loaner' units at any one time = four (4)
- Loaner unit must be returned and received within 15-days from the repaired unit's ship date to avoid penalties
- Shipping charges both ways are client's responsibility



# TERMS AND CONDITIONS OF SALE

## 1. Definitions

In these conditions BuyToughPC shall mean BuyToughPC, L.L.C., the 'Customer' shall mean the person, firm or company whose order has been accepted, the 'Products' shall mean the goods, services, or products described in BuyToughPC's invoice(s), the 'Contract' shall mean the contract or contracts for the sales of the Products made between BuyToughPC and the Customer. 'Delivery' shall mean collection by the Customer from BuyToughPC or the delivery by BuyToughPC to the Customer.

## 2. Conditions of Contract

These conditions shall be the only conditions of Contract between BuyToughPC and the Customer and no other terms, conditions, warranties, undertakings or representation expressed or implied shall apply to the contract. In the event that any order or any other document of the Customer purports to incorporate into the Contract any terms or conditions other than these conditions, Delivery of Products by BuyToughPC shall in each case be deemed to be made on the condition that such delivery constitutes an offer to the Customer by BuyToughPC to enter into the Contract only subject to these conditions, which shall be accepted by the Customer upon his taking delivery of the Products. No variations of these conditions shall be effective unless agreed in writing by BuyToughPC and the Customer.

## 3. Drawings and Specifications

Unless otherwise stipulated all specifications, drawings and particulars of weights, dimensions and performance issued by BuyToughPC are approximate only and BuyToughPC gives no warranty of representation that the Products will conform to such specifications. The descriptions and illustrations contained in sales literature, price lists and other printed matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the Contract.

## 4. Products Improvement

BuyToughPC may make minor changes in matter of detail if the facilities or performance is not thereby impaired.

## 5. Fitness for Purpose

BuyToughPC will not be liable in respect of any claim arising out of any of the Products proving not to be fit and suitable for any purpose other than that notified to BuyToughPC by the Customer and stated in the Customers order or reasonably understood by BuyToughPC to be the purpose for which the goods would be used.

## 6. Delivery Dates

Time of delivery shall not be of the essence. Delivery dates are estimates only and BuyToughPC shall not be liable for any losses, costs, damages or expenses suffered by the Customer or any other person or Company howsoever arising whether directly or indirectly out of any failure to meet any estimated delivery date.

## 7. Effecting Delivery

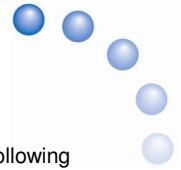
- a. BuyToughPC will notify the customer at the time when the Products are ready for delivery ('Delivery Notice').
- b. If within seven days of the Delivery Notice the Customer fails to collect the Products from the BuyToughPC warehouse or otherwise give instruction for the delivery of the Product to a destination specified by the Customer, Delivery of the Products shall nevertheless be deemed to have taken place upon the expiration of the period of seven days from the Delivery Notice and risk in the Products shall pass to the customer.
- c. The Customer shall indemnify BuyToughPC against any storage and handling charges and any other costs and expenses incurred by BuyToughPC in respect of any of the Products not collected by the Customer in accordance with condition 7b above, following the expiration of the period of seven days from Delivery Notice.

## 8. Cancellation and Variation of Orders

- a. The Customer shall not cancel any order for the supply of the Products nor vary any delivery date without the prior written consent of BuyToughPC. BuyToughPC may, as a condition of its consent, impose such charge for cancellation or variation as it considers appropriate, including a charge for cancellation equivalent to the costs incurred by BuyToughPC prior to the date of cancellation in respect of all items and materials orders, manufactured or supplied to BuyToughPC in connection with the supply of the Products.
- b. In the event of cancellation by the Customer without BuyToughPC's written consent, the Customer shall remain liable to pay BuyToughPC the full price of the Products and BuyToughPC shall be entitled to retain any monies received in respect thereof. If BuyToughPC is unable to deliver the Products to the Customer due to any action on the part of the Customer, including lack of instruction, BuyToughPC may regard such action or lack of instruction as a unilateral cancellation of the order by the Customer.
- c. The Customer shall not return the Products to BuyToughPC (save under condition 12 below) without the prior written consent of BuyToughPC which may be granted on such terms as BuyToughPC considers fit, including the payment of the costs of inspection, refurbishment and handling of the returned Products. Freight charges upon returned Products shall be charged to the Customer's account.

## 9. Prices

- a. The Customer shall pay BuyToughPC the prices for the Products shown on the quotation or sales invoice.
- b. Prices are quoted ex-warehouse at any of BuyToughPC's warehousing facilities and the Customer shall bear the costs of freight and insurance.
- c. Unless otherwise stated, prices are exclusive of any applicable taxes, which shall be paid by Customer.
- d. Quoted prices are held firm for a thirty (30) day period.
- e. Prices quoted do not include travel and/or travel related expenses. BuyToughPC will invoice these expenses at the end of the month incurred.



**10. Payment**

- a. Subject to a satisfactory credit arrangement, BuyToughPC may allow payment to be made according to the following schedule:
  - i. Hardware shall be paid for thirty (30) days from the date of invoice,
  - ii. Maintenance and service contracts will be paid in advance.
- b. In the absence of a satisfactory credit arrangement, payment will be made prior to delivery.
- c. BuyToughPC reserves the right to defer, without penalty, delivery of any Products that have been ordered by the Customer so long as any amounts remain overdue for payment. In the event of none or only partial payment within the payment terms set out in Condition 10a above, interest on the overdue sum shall accrue at the rate of four (4) per cent above United States Prime Rate.
- d. No claim by the Customer in respect of the Products comprised in one Delivery of Products shall entitle the Customer to withhold payment of the whole or any part of the price payable in respect of any other Delivery of the Products.

**11. Risk and Title**

Risk in the Products shall pass to the Customer on completion of loading ready for dispatch to the Customer or upon collection by the Customer (as the case may be). However, until BuyToughPC has received payment of the full price for the Products together with all applicable taxes thereon:

- a. Full legal and equitable title in and to each such Product shall remain with BuyToughPC.
- b. BuyToughPC shall be entitled to require the Customer to return each such Product to BuyToughPC or enter any premises of the Customer for the purpose of removing and to remove each such Product.
- c. Subject to this condition 11, the Customer shall be at liberty to sell each Product in the ordinary course of business. In such event the proceeds of sale thereof shall be the property of BuyToughPC and shall be held by the Customer in a fiduciary capacity for BuyToughPC.

**12. Inspection and Warranty**

- a. BuyToughPC warrants that all BuyToughPC hardware products will be free from any defect in material or workmanship for a period of twelve months from the date of Delivery. If any Products supplied to the Customer suffer from such defect then BuyToughPC undertakes to replace in part or in whole defective Products such that the Products shall be of merchantable quality. However, BuyToughPC's liability is limited solely to the replacement or repair of defective Product parts that are:
  - i. Returned shipping and handling charges prepaid by the Customer within such twelve month period; and
  - ii. Proven to be defective upon BuyToughPC's inspection.
- b. BuyToughPC will not warrant any software contained within BuyToughPC hardware in accordance with the terms of the relevant software license.
- c. BuyToughPC shall not be liable for any defect or damage caused to any Products after Delivery to the Customer.
- d. The Customers cost of labor to inspect or remove defective parts and to install replacement parts shall be borne solely by the Customer and shall not be reimbursable by BuyToughPC.
- e. Warranties contained in this condition 12 are (to the extent permitted by law) given by BuyToughPC in lieu of and to the exclusion of any other representation, guarantee, condition or warranty whatsoever to the quality of the Products supplied by BuyToughPC or their fitness for any other purpose whether such representation, guarantee, condition or warranty be express or implied statutory or otherwise.
- f. BuyToughPC expressly excludes (to the extent permitted by law) any liability arising in contract or tort or otherwise howsoever:
  - i. For consequential loss or damage caused by or arising out of the use of the Products or occurring in respect of the Products; or
  - ii. For loss, injury or damage due to fair wear and tear; negligent or improper installation, use or maintenance, storage or handling of the Products on the part of any person, firm or company other than BuyToughPC and its employees, including (without prejudice to the generality of the foregoing) the use or operation of the Products other than strictly in accordance with BuyToughPC's instructions on the repair or alteration to any of the Products by any person acting other than in accordance with BuyToughPC's current service bulletins.

**13. Force Majeure**

BuyToughPC shall not be liable to pay compensation nor shall it be a ground for termination of the Contract if it fails to deliver or delays in delivering any Products as a result (whether directly or indirectly) of any strike, lockout, fire, flood, inability to obtain materials, breakdown, delay of supplier or carrier, government act or regulation or any other cause beyond its control.

**14. Governing Law**

This contract shall be governed by the laws of the State of Oklahoma and be subject to the jurisdiction of the Courts of the Northern District of Oklahoma.