

**360 Networks, LLC**  
**Extended System Warranty Agreement**

THIS EXTENDED SYSTEM WARRANTY AGREEMENT (the “Agreement”) is in addition to and an extension of **360 Networks, LLC**’s standard System warranty contained in the End User Agreement. The Extended Warranty expands and extends warranty coverage for the term of the End User Agreement and is separate from and in addition to the End User Agreement.

AGREEMENT

1. Definitions.

(a) “Agreement or Extended Warranty” means the Extended Warranty Agreement ordered by the Reseller, these Terms and Conditions, and any applicable addenda.

(b) “Certified Technician” means an individual employed by an authorized Reseller who has successfully completed C Technical Training for the Product.

(c) “End-User” means the company or organization that owns the 360 NETWORKS System that is receiving support from 360 NETWORKS under the terms of this agreement.

(d) “Hardware” means the physical components provided as a part of the system by 360 NETWORKS. Physical components provided by the Reseller or End User are not covered by this Agreement.

(e) “Reseller” means the authorized installer / service provider of the 360 NETWORKS System.

(f) “System” means the 360 NETWORKS Hardware and Software covered under this agreement.

(g) “Software” means those computer programs that the End User has licensed from 360 NETWORKS and any Software update related thereto.

(h) “Warranty” means the original hardware warranty provided under the End-User Agreement.

2. Eligibility. To be eligible for the Extended Warranty, Customer must have purchased and be current under 360 NETWORKS's Technical Support and Software Assurance Program and the System must contain the most current revision of 360 NETWORKS Software. The System must be installed and remain in an operations environment that is in accordance with the specifications set forth in the System Reference Guide provided with the System. These requirements include, but are not limited to Uninterruptible Power Supply, (UPS) installation,

and modem / Internet access. System or Software that has been modified without the prior written approval by 360 NETWORKS is not eligible for the Extended Warranty.

3. Advanced Hardware Replacement. Under terms of the Extended Warranty, the covered system is entitled to receive advanced replacement of hardware (that the 360 NETWORKS Technical Center has determined to be faulty) prior to receipt of the faulty item by 360 NETWORKS. Replacement items will be shipped to the site or to the Reseller via standard surface freight. Reseller or End User will be responsible for any expedited freight costs incurred at their request. Within fifteen (15) days of issuance of the Return Material Authorization (RMA), the Reseller or End User shall return the faulty hardware to 360 NETWORKS, freight pre-paid. In the event that hardware items are not returned in a timely manner, Reseller shall pay the then list price for these items. Failure to return or pay for RMA items will result in suspension of services. 360 NETWORKS reserves the right to replace hardware covered by this Agreement with refurbished, like new or new hardware components, in its sole discretion.

4. Technical Support. 360 NETWORKS will assist in determining if a System malfunction is the result of a fault in the hardware, software, or administrative programming. If the cause of the System malfunction falls under the scope of this Agreement or the Technical Support and Software Assurance Program Agreement, the technician will complete the trouble shooting / repair process without additional charges. If 360 NETWORKS determines that the cause of the System malfunction falls under a System Exclusion (as set forth in Section 10 of this Agreement or Section 11 of the Technical Support and Software Assurance Program Agreement) 360 NETWORKS may elect to provide technical support for such problem at 360 NETWORKS's then current labor rate.

5. Hardware Technical Telephone Support.

(a) Standard Technical Telephone Support. Non-emergency telephone technical support is provided from 8:00 AM to 5:00 PM Monday through Friday, Central time.

(b) Emergency Technical Telephone Support. Emergency telephone technical support is available twenty-four hours a day, seven days a week.

6. Remote Support. 360 NETWORKS Extended Warranty is a remote support service. While 360 NETWORKS technicians have the ability to perform a wide variety of diagnostic, programming and software installation remotely, there may be occasions where physical components must be moved, changed, adjusted, or tested by an individual on site. In most cases, 360 NETWORKS personnel will be able to advise a Reseller employee in the successful completion of these tasks. In no event will 360 NETWORKS be responsible for providing physical on-site support under terms of this agreement.

7. Term and Termination.

(a) Term. The Term of this Agreement begins upon acceptance of this Agreement by 360 NETWORKS and receipt of funds by 360 NETWORKS, and shall continue for one (1) year from commencement date, unless the agreement is terminated for cause (the "Extended Warranty Period"). This Agreement shall automatically renew for successive one (1)

year periods unless End User provides 360 NETWORKS with sixty (60) days advance notice prior to the expiration of the current Extended Warranty Period.

(b) Grace Period. 360 NETWORKS Extended Warranty is available for systems currently under Warranty or Extended Warranty and may also be added to systems not currently covered under 360 NETWORKS Warranty or Extended Warranty. If Extended Warranty is purchased for a system that is currently covered under Warranty or Extended Warranty, there will be no interruption of coverage. If Extended Warranty is purchased for a System that is not covered by Warranty or Extended Warranty, the Hardware replacement provisions of the new Extended Warranty will begin ninety (90) days after acceptance of this agreement and receipt of funds. The technical support portion of the Extended Warranty will begin immediately upon acceptance of this agreement and receipt of funds, regardless of prior coverage.

(c) Termination for Cause. Either party may terminate this Agreement for Cause if the other party: (i) fails to perform any material term or of this agreement and does not remedy the failure within thirty (30) days after receipt of written notice of such default, or (ii) becomes insolvent, files or has filed against them a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, or makes any other or similar agreements for the benefit of its creditors or takes any similar actions.

8. Rights and Obligations. 360 NETWORKS Access. End User and Reseller shall cooperate with 360 NETWORKS and provide access to the System via the Internet.

9. No Other Warranties. OTHER THAN THE WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY OTHER THIRD PARTY MANUFACTURER WARRANTY (if any), NO OTHER WARRANTIES ARE PROVIDED FOR THE SOFTWARE AND HARDWARE. 360 NETWORKS SHALL NOT HAVE ANY LIABILITY, OR HAVE ANY OBLIGATION TO PROVIDE WARRANTY COVERAGE, FOR ANY THIRD PARTY HARDWARE OR SOFTWARE. 360 NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE. 360 NETWORKS HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO RESPONSIBILITIES WHATEVER WITH RESPECT TO LICENSEE'S INSTALLATION AND USE OF THE SOFTWARE OR THE PERFORMANCE OF THE SOFTWARE. IN NO EVENT SHALL 360 NETWORKS, INCLUDING ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, BE RESPONSIBLE OR LIABLE TO LICENSEE OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR OTHER ECONOMIC LOSS OR DAMAGE WITH RESPECT TO THE SOFTWARE REGARDLESS OF LEGAL THEORY. THE ABOVE LIMITATIONS ON LIABILITY APPLY EVEN THOUGH 360 NETWORKS OR SUCH THIRD-PARTY LICENSOR OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. Service Exclusions. The following services are specifically excluded from the Extended Warranty, however, 360 NETWORKS may provide them at the request of the End User for an additional charge:

- (a) Technical support of Software covered under the Technical Support and Software Assurance Program Agreement.
- (b) Support of any third party hardware not provided by 360 NETWORKS.
- (c) Any services that, in the reasonable opinion of 360 NETWORKS are necessitated by the product being misused or used in a negligent manner, or used for other than its intended use or outside the environmental range specified by 360 NETWORKS.
- (d) Any service arising from the introduction of any computer viruses, worms, or spyware subsequent to shipment of the System from 360 NETWORKS.
- (e) Any services arising from the introduction of any unauthorized third party software programs to the System.
- (f) Any services arising from the unauthorized upgrade or change in the Operating System of the System.
- (g) Any services to the System or the Software resulting from unusual external causes such as, but not limited to power failure, power surges, air conditioning failure, humidity, accident, fire, flood, or Act of God.
- (h) 360 NETWORKS will not perform moves, additions and changes to the System.

11. Payment Terms.

- (a) Payment for the Extended Warranty is in advance upon receipt of 360 NETWORKS'S invoice.
- (b) Price Changes. 360 NETWORKS may change the Extended Warranty price upon thirty (30) days written notice prior to the expiration of the current Term.
- (c) As new Hardware or Software is added, the Extended Warranty provided for such additional System or Software will be at the then current 360 NETWORKS list price, prorated for the balance of the current Term.