

**RESCUE SERVICE PLAN
SOLD THROUGH RETAILERS**

**COVERING: DATA STORED IN REMOVEABLE FLASH MEMORY, INTERNAL AND EXTERNAL SSDS AND HDDS, CAMERAS, DRONES,
XBOX CONSOLES, PERSONAL COMPUTERS, TABLETS AND MOBILE PHONES**

Terms & Conditions

IMPORTANT: THIS SERVICE PLAN COVERS THE DATA STORED ON YOUR EQUIPMENT AND DOES NOT COVER THE REPAIR OR REPLACEMENT OF YOUR EQUIPMENT. THIS SERVICE PLAN IS ONLY AVAILABLE FOR EQUIPMENT THAT HAS BEEN PURCHASED EITHER CONCURRENTLY WITH OR WITHIN THIRTY (30) DAYS OF THE SERVICE PLAN PURCHASE DATE SHOWN ON YOUR SERVICE PLAN SALES RECEIPT. THERE IS A ONE DAY WAITING PERIOD BEFORE COVERAGE IS PROVIDED UNDER THIS PLAN. EQUIPMENT WITH PRE-EXISTING CONDITIONS IS NOT COVERED BY THIS PLAN. IF YOU PURCHASED THIS SERVICE PLAN MORE THAN THIRTY (30) DAYS AFTER THE EQUIPMENT PURCHASE DATE, OR IF THE EQUIPMENT HAS A PRE-EXISTING CONDITION, PLEASE CONTACT THE ADMINISTRATOR IMMEDIATELY FOR A FULL REFUND OF ANY/ALL SERVICE PLAN FEES PAID BY YOU. REFER TO THE "WHAT IS NOT COVERED" SECTION FOR A LIST OF FULL EXCLUSIONS. BY REQUESTING THE SERVICES DESCRIBED IN THIS SERVICE PLAN YOU AGREE TO THESE TERMS AND CONDITIONS.

CONGRATULATIONS! Thank You for Your recent purchase of the RESCUE Service Plan (the "Service Plan" or "Plan"). We hope You enjoy the added comfort and protection this Service Plan provides. By purchasing this Service Plan, You agree that these terms and conditions govern any service or benefit offered or attempted under this Service Plan. Please keep these Service Plan terms and conditions in a safe place along with the sales receipt/invoice that You received when You purchased this Service Plan and the original receipt for Your Equipment purchase (if purchased separately from this Service Plan), as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Plan. From the day You purchase this Service Plan, We and Our authorized representatives, will be available to assist You in understanding Your Service Plan benefits.

KEY TERMS: Throughout these Service Plan terms and conditions, the words "**We**", "**Us**" and "**Our**" mean the party or parties obligated to provide service under this Service Plan, who is Starr Protection Solutions, LLC ("SPS"), except in Florida, Oklahoma and Washington. In Oklahoma and Washington, the Obligor is Starr Technical Risks Agency, Inc. ("Starr Tech"). SPS and Starr Tech (License # 44200902) are located at 399 Park Avenue, 8th Floor, New York, NY 10022, (855) 438-2390. In Florida, the Obligor is Starr Indemnity & Liability Company located at 399 Park Avenue, 8th Floor, New York, NY 10022, (855) 438-2390.. "**You**" and "**Your**" refer to the purchaser of the Equipment holding the data covered by this Service Plan, or to the person to whom this Service Plan was properly transferred. "**Administrator**" means the entity that is appointed by and/or contracted by Us to render certain administrative services to You under this Service Plan, who is, After, Inc., PO Box 451, Norwalk, CT 06852-0451, 1-800-261-9859. "**Retailer**" means the seller that has been authorized by Us to sell this Service Plan to You. "**Service Plan Purchase Price**" means the amount paid by You for this Service Plan; excluding any applicable taxes and/or fees, as evidenced on Your Service Plan sales receipt. "**Equipment**" means the camera, drone, XBOX console, SD Card, MicroSD, CompactFlash, memory stick, thumb drive, solid state drive (SSD), hard disk drive (HDD), external hard drive (EHD), tablet, mobile phone, or the SSD or HDD contained within a multi device/drive storage box, laptop/desktop, or other removable data storage device which stores data electronically which You purchased and which stores the data that is covered by this Service Plan. In the case of Hybrid PC's in which there is both flash memory storage and a solid state and/or hard disc drive built into the product by the manufacturer, the flash storage drive will be included under this Service Plan as well. Coverage is limited to a single data storage/memory drive/device per Service Plan as designated through the registration of Equipment at the time of Service Plan registration. This plan covers the data stored on Your Equipment, and does not cover the repair or replacement of the Equipment. "**OEM**" refers to the Original Equipment Manufacturer of Your covered Equipment. "**Pre-Existing Condition**" means an issue that existed with Your Equipment prior to the effective date of this Service Plan. There is a one (1) day waiting period between the date this Plan is purchased and the date that data recovery coverage under this Plan becomes effective. The last time stamp on the data written to or erased from the Equipment must be later than the coverage start date, which is the day after You purchased this Plan, as evidence that there was no Pre-Existing Condition. **There is no deductible under this Service Agreement.**

PRODUCT ELIGIBILITY: This plan can only be utilized for Equipment matching the type of Equipment and price band that appears on the receipt of Plan purchase, either in plain print or in the coding of the SKU number. Equipment eligible for coverage under this Service Plan must be purchased as new or factory-refurbished and manufactured for use in the United States (which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States). **IMPORTANT NOTE: ANY AND ALL PRE-EXISTING CONDITIONS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS SERVICE PLAN.** You may also contact the Administrator for assistance in determining whether Your Equipment is eligible for coverage.

In the event You inadvertently purchase a Service Plan for Equipment not eligible for coverage, We will provide You with a full refund of the Service Plan purchase price and coverage shall be deemed null and void. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment are not eligible for coverage.

SERVICES PROVIDED: We agree to have services performed that are designed to retrieve, while minimizing the damage to, the media files and/or data on Your Equipment in the event Your Equipment fails to perform during the term of this Service Plan. YOU ACKNOWLEDGE THAT THE EQUIPMENT MAY BE DAMAGED PRIOR TO OUR RECEIPT, AND YOU FURTHER ACKNOWLEDGE THAT OUR EFFORTS TO COMPLETE THE SERVICES MAY RESULT IN FURTHER DAMAGE TO OR THE DESTRUCTION OF THE EQUIPMENT WHICH MAY VOID THE EQUIPMENT OEM WARRANTY IF THE EQUIPMENT IS NOT A SEAGATE® DEVICE. To the extent possible, You should back up accessible data on Your Equipment *before* submitting it for service under this Service Plan. If the damage sustained to Your original Equipment is covered by the OEM warranty, then the OEM may be responsible for providing You with a replacement device in accordance with the terms of the OEM warranty. In such instances, You may have the opportunity to transfer the remaining coverage term under this Service Plan to that replacement device if You do not utilize the Services available under this Plan. *IMPORTANT: Any services performed under this Service Plan is not a guarantee that lost data will be recovered; however, all reasonable efforts will be used to recover Your data through methods further explained below.*

Under this Service Plan, Your Equipment is eligible for one (1) In-Lab Data Recovery attempt during the term of coverage and pursuant to the terms and conditions of this Service Plan. This Service Plan does not provide coverage for any of the losses set forth in the section titled "WHAT IS NOT COVERED".

IN-LAB DATA RECOVERY: You will be asked to ship Your Equipment or, if the data storage component of your Equipment is removable, to ship only the data storage component, to Our designated laboratory facility to attempt the retrieval of Your data ("In-Lab Data Recovery"). When You ship Your Equipment, or the data storage component of the Equipment, to the laboratory facility, You must use packaging that provides protection for Your Equipment to prevent any further damage to the Equipment, or data storage component of the Equipment, during shipping. You are responsible for any risk of loss of the Equipment, or data storage component of the Equipment, until it is received at the designated laboratory facility. For more information please contact the Administrator at 1-800-261-9859. We will pay the shipping costs associated with shipping Your Equipment to the designated laboratory facility, as well as the cost of shipping Your original Equipment and/or any other data storage media containing data recovered from Your original Equipment back to You, as applicable. You are eligible for a maximum of one (1) In-Lab Data Recovery attempt under this Service Plan. Upon receipt of Your original Equipment at the designated laboratory facility, We will take the following action(s):

- a. **RECOVERY EFFORT:** We will attempt to recover Your lost data and files.
- b. **RETURN OF RECOVERED DATA:** Your recovered data (if any) will be either loaded either on a media storage device, or into a cloud-based data storage location, and returned to You. We are responsible for procuring, at no cost to you, either (a) the appropriate media storage device or (b) the cloud-based data storage location for a period of at least sixty (60) days. We, at Our sole discretion, will provide the recovered data (if any) back to You on the media device of Our choice.
- c. **ORIGINAL EQUIPMENT RETURN:** If You so request at the time of making the initial data recovery claim, We will return Your original Equipment to You. NOTE: Data recovery efforts utilized during the In-Lab Data Recovery Service may render the original Equipment inoperable. This Plan does not provide coverage for the repair or replacement of your Equipment.
- d. **SOFTWARE INSTALLATION:** You may need to reinstall Your software to Your Equipment or Your replacement media device. Installation or re-installation of any and all software shall be Your responsibility and is not covered under this Service Plan.
- e. **DISPOSAL OF YOUR DEFECTIVE EQUIPMENT:** Because data recovery efforts utilizing the In-Lab Data Recovery Service typically renders Your Equipment inoperable, Your original Equipment will be subject to secure disposal following an In-Lab Data Recovery attempt, unless You request that We return the inoperable original Equipment back to You at the time of making the initial data recovery claim. To the extent possible You should back up accessible data on the Equipment before shipping it to Our laboratory facility for an In-Lab Data Recovery attempt.

UNRECOVERABLE DATA: In some cases Your data may not be recoverable. In such instances, You will be entitled to reimbursement of the purchase price of this Service Plan; which may be in the form of a retail gift card, at Our sole discretion, and We shall then be discharged from any further obligations under this Service Plan (the "Unrecoverable Data Reimbursement"). The Unrecoverable Data Reimbursement shall NOT apply in instances where partial recovery of Your lost data was successful; there must be a complete loss and non-recovery of data from Your Equipment to be eligible.

WHAT TO DO IF YOUR EQUIPMENT REQUIRES SERVICE: Call the Administrator at 1-800-261-9859 and explain the problem. You will be instructed on the next steps for filing a claim under this Service Plan. For faster service, please have Your dated proof of purchase (sales receipts) and Service Plan number available when You place the call. You may be required to provide a copy of Your

proof of purchase for Your Service Plan and Equipment (sales receipts) at time of service. NOTE: THIS SERVICE PLAN MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED ATTEMPTS TO RETRIEVE THE DAMAGED OR LOST DATA (SEE "WHAT IS NOT COVERED" BELOW). Service will be provided during normal business hours only.

TERM OF COVERAGE: Coverage under this Service Plan begins on the day after the date of Service Plan purchase and continues for the period of time specified on Your Service Plan sales receipt; subject to the terms and conditions stated herein. In the case of Your Equipment being a Seagate® product that includes Seagate® data recovery coverage, the coverage under this Service Plan will begin on the date the included Seagate® coverage ends.

LIMITATION OF LIABILITY:

The following clause applies to the maximum extent permitted by the applicable law. Neither We nor the Administrator nor the Retailer shall be liable for any harm caused to Your Equipment (unless proven that such harm was caused intentionally); including any consequential voidance of an OEM warranty resulting from services performed on Your Equipment in accordance with the terms and conditions outlined in this Service Plan. Without limiting the generality of the foregoing, We will not be liable for the condition, existence, or loss of the data You send Us or the data We recover (if any), any loss of revenue or loss of profits, or any indirect, special, incidental, or consequential damages however caused. To the maximum extent permitted by applicable law, this limitation shall apply to any and all damages, regardless of the legal theory on which they are asserted (including, without limitation, contract, breach of contract, and tort), and regardless of whether We have been advised of the possibility of loss or damages - unless You prove that We caused damages to You intentionally.

This Service Plan shall be considered fulfilled in its entirety, and We shall be discharged from any further obligations under this Service Plan, in the event We have rendered service for one (1) claim for the In-Lab Data Recovery Service.

To the maximum extent permitted by applicable law, Our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Service Plan shall not exceed [\$300] (the "Maximum Liability Limit") . In the event the aggregate sum of all claims processed under this Service Plan equals [\$300], Our obligations under this Service Plan shall be considered fulfilled in their entirety and We shall have no further obligation under this Service Plan. In no event will We or the Administrator be liable for any damages whatsoever that are in excess of the Maximum Liability Limit, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, property damage, lost time, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Service Plan. This limitation will apply even if We, the Administrator or any of Our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage. By requesting the services described in this Service Plan You acknowledge that the charges reflect this limitation of liability and allocation of risk.

WHAT IS NOT COVERED:

1. **This Service Plan does not provide coverage for attempted data recovery, loss or damage to Your Equipment caused by or resulting from any of the following, unless otherwise explicitly stated below:**
 - a. **Pre-Existing Conditions;**
 - b. **Mechanical, electrical or operational breakdown of Your Equipment – OUR LIABILITY IS SOLELY LIMITED TO THE RECOVERY ATTEMPT OF YOUR LOST OR DAMAGED DATA, AND WE SHALL NOT BE RESPONSIBLE FOR REPAIRING OR REPLACING YOUR ORIGINAL EQUIPMENT, ALTHOUGH IN CERTAIN SITUATIONS WE RESERVE THE RIGHT TO STORE RETRIEVED DATA ON A COMPARABLE MEDIA DEVICE;**
 - c. **Collision with or explosion of another object;**
 - d. **Unauthorized repairs, improper installation or attachments or transportation damage;**
 - e. **Lack of manufacturer specified maintenance or improper equipment modifications; and**
 - f. **Vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, or acts of nature or any other external peril originating from outside the Equipment.**

2. **This Service Plan does not provide coverage for any of the following equipment, products, or equipment components:**
 - a. **Equipment that is network-attached storage or multi-drive storage capable of housing more than ten (10) hard drives;**
 - b. **Equipment sold without a manufacturer's/retail warranty or sold "as is;"**
 - c. **Equipment utilized in a manner that is inconsistent with either the design of the Equipment or the way the OEM intended the Equipment to be used;**
 - d. **Components not contained with the housings of the Equipment;**
 - e. **Equipment with removed or altered serial numbers;**

- f. Public rental equipment or products used in communal settings (use of Equipment for these purposes will cause this Service Plan to provide no coverage);
 - g. Any gaming consoles other than XBOX consoles;
 - h. Equipment of a higher price band or different product type than the price band and product type of the Equipment for which this Plan was originally purchased to cover, pursuant to the Product Eligibility paragraph on Page 1 of this document. For example, if the Plan was purchased to cover the data contained in a REMOVEABLE FLASH MEMORY device, then this Plan would not cover any Solid State Drive or Hard Disc Drive storage devices;
 - i. If Equipment covered by Plan holds more than one (1) data storage/memory drive/device, this plan only covers the data recovery of one (1) data storage/memory drive/device; and
 - j. If this Plan was purchased to cover the data contained in a REMOVEABLE FLASH MEMORY device, then this Plan does not cover any flash data storage devices that are fully not removable from the device in which it is contained with the exception of tablets and mobile phones.
3. This Service Plan does not provide coverage for any of the following costs, expenses or services:
- a. Data recovery services when such are covered by manufacturer's recall; manufacturer's factory bulletins; insurance; or another service agreement;
 - b. Cleaning, preventative maintenance, or customer education expenses related to the Equipment, or any resultant damage caused by such;
 - c. Service required as a result of any alteration of the Equipment, or repairs made by anyone other than a servicer authorized by Us, or the use of supplies other than those recommended by the manufacturer;
 - d. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the Equipment;
 - e. Expenses incurred from the dismantling or reinstallation of fixed infrastructure when removing Your Equipment from, or installing an alternate media device into, a custom installation, unless otherwise agreed by the Administrator at the time You initiate the data recovery claim;
 - f. Any perceived or actual monetary value associated with lost data, except to the extent covered under this Service Plan;
 - g. Repairs to or replacements of any tangible equipment or property;
 - h. Indemnification or payment for damages to any property caused by or arising from fortuitous events;
 - i. Service outside of the United States of America, its territories; and
 - j. Service that is disallowed pursuant to the Office of Foreign Assets Control of the U.S. Department of the Treasury

OUR RIGHT TO RECOVER EXPENSES: If You have a right to recover against another party for any expenses We have incurred to perform the Services under this Service Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights.

CANCELLATION: You may cancel this Service Plan by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Plan and You will receive a 100% refund of the Your Service Plan Purchase Price less the cost of any claims processed, unless You have submitted Equipment for a data recovery in which case this Service Plan is fulfilled. If Your cancellation request is made more than 30 days from the date of purchase of this Service Plan, You will receive a pro-rata refund of Your Service Plan Purchase Price less the cost of any claims processed. When applicable, You shall be entitled to the Unrecoverable Data Reimbursement outlined in the "SERVICES PROVIDED – UNRECOVERABLE DATA" section.

If We cancel this Service Plan, We may only cancel for the following reasons: 1) non-payment of the Service Plan fee; 2) material misrepresentation by You to Us; or 3) a substantial breach of duties by You under this Service Plan in relation to the covered Equipment or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent to Your current email address in Our file (or physical address if necessary, as decided by Us), with the effective date of cancellation and reason for cancellation. If We cancel this Service Plan, You will receive a refund based upon one-hundred percent of the pro-rata Service Plan Purchase Price paid by You less the cost of any claims processed.

RENEWABILITY: If You wish to renew coverage under this Service Plan, please contact the Administrator prior to the expiration of Your current Term. *Renewability is determined at Our sole discretion.*

TRANSFERS: If You wish to transfer coverage under this Service Plan to a different owner or a replacement device which may have been provided by the OEM, please contact the Administrator to initiate Our transfer process. *Subject to the applicable law, transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Plan only.*

DISPUTE RESOLUTION: Most disputes or disagreements between You and Us arising under this Plan can be resolved quickly by contacting the Administrator in writing at the address noted on Page 1. The parties will attempt to resolve any dispute arising out of or related to these Program Terms or any data recovery services requested or attempted hereunder through good faith negotiation.

The following clause applies to the maximum extent permitted by the applicable law. In the unlikely event We are unable to resolve a dispute We have with You after attempting to do so informally, You and We agree to resolve such disputes through final and binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services "JAMS" in the United States. Each party will bear its own costs in arbitration, provided that We reserve the right, in Our discretion, to pre-pay certain fees You may incur in connection with the arbitration subject to refund if You do not prevail. **Both parties waive their rights to a jury trial.** Unless We and You agree otherwise, any arbitration hearings will take place in the State where You purchased Your Equipment.

IMPORTANT CONSUMER INFORMATION: If Your Equipment is exchanged by the OEM or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling the Administrator at-1-800-261-9859 or by writing to the Administrator at Seagate Rescue Plans, PO Box 451, Norwalk, CT 06852-0451. Please note that in the event of such exchange, the term of Your originally purchased Service Plan remains in effect and does not extend.

LEGAL RIGHTS; INDEMNITY: The following clause applies to the maximum extent permitted by the applicable law. You warrant that You are the legal owner or the authorized representative of owner of the Equipment and data submitted to Administrator or Us for service under this Service Plan. You warrant that the data on the Equipment is legal and that You have the unrestricted legal right to (a) grant access to the data, (b) have the data recovered and reproduced on a backup medium, (c) receive the recovered data, and (d) agree to these Service Plan Terms. You will defend, indemnify, and hold Us and the Administrator (including the directors, officers, employees, agents, delegates, and contractors of Us and of the Administrator, respectively) harmless from any claims or actions relating to the Equipment or data, or Your rights or lack of rights thereto.

COMPLIANCE WITH LAWS: You agree to comply with all such laws and regulations and all other applicable laws, statutes, ordinances and regulations relating to the use of recovered media or data on Your Equipment. You acknowledge that a violation of the terms and conditions of this section could subject You to criminal or civil penalties. The media files or data licensed or provided, or services provided, under this program, which may include technology and software, are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which Your Equipment is manufactured or received. Further, under U.S. law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You warrant You are not a restricted end-user or involved in any of the restricted activities described above, and that You will comply with and abide by these laws and regulations. We reserve the right to refuse service for, or return to You, any Equipment that has been determined to violate any law or regulation.

CONFIDENTIALITY OF YOUR DATA: We will use any information provided by You only for the purposes of fulfilling Our obligations under this Service Plan and will use Our best efforts to hold Your information in the strictest confidence while it is in Our possession, unless otherwise required by law or directed by law enforcement officials.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS SERVICE PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS SERVICE PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS SERVICE PLAN.

ENTIRE AGREEMENT: This Service Plan; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

INSURED AGREEMENT: This is not an insurance policy. Our obligations under this Protection Plan are guaranteed under a reimbursement insurance policy issued by Starr Indemnity & Liability Company. Starr Indemnity & Liability Company is located at 399 Park Avenue, 8th Floor, New York, NY 10022 and You may contact them toll-free at (855) 438-2390. If We fail to pay or provide

service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against Starr Indemnity & Liability Company.

STATE REQUIREMENTS: Regulation of contracts may vary widely from state to state. Any provision within this Plan which conflicts with the laws of the state where this Plan was purchased shall automatically be considered to be modified in conformity with applicable state laws and regulations

ALABAMA only: You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. If You cancel this Service Agreement after the first 20 days, You will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00). To arrange for cancellation of this Plan, please contact the Administrator. The Obligor will pay a penalty of ten percent (10%) per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Obligor. Obligations of the Obligor are backed by the full faith and credit of the Obligor, as well as by a service contract reimbursement policy. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company, who insures the Obligor's obligations under this Service Agreement, at (855) 438-2390 or 399 Park Ave 8th Floor, New York, NY 10022. These provisions apply only to the original purchaser of the Service Agreement. In the event the Obligor cancels the Service Agreement, the Obligor will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use.

ARIZONA only Definitions: A "Consumer" means a contract holder, inclusive of a buyer of the Covered Product (other than for resale), any person to whom the Covered Product is transferred during duration of the Coverage Term, or any person entitled to receive performance on the part of the Obligor under applicable law. "Service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the Service Dealer issues. "Service Contract Administrator" means an entity which agrees to provide contract forms; process claims and procure insurance for and on behalf of a Service Dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs.

Cancellation: If Your written notice of cancellation is received prior to the expiration date, We will provide a pro rata refund after deducting for administrative expenses associated with the cancellation, regardless of prior services rendered against the Plan. No claim incurred or paid shall be deducted from the amount of the refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. We cannot cancel or void this contract for Pre-Existing conditions. To arrange for cancellation of this Plan, please contact the Administrator. Starr Protection Solutions, LLC is the Provider and the Obligor for this Service Agreement in Arizona.

CALIFORNIA only: With respect to California contract holders, the Administrator under this Service Agreement is After, Inc. The Obligor under this Service Agreement is Starr Protection Solutions LLC. This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer or Administrator within 60 days of the date You received the Service Agreement, and You have made no claims against the Service Agreement, You will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 60 days from the date You received this Service Agreement, You will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact the Administrator.

COLORADO only: Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act," Articles 1 and 2 of Title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

CONNECTICUT only: This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You transfer this Service Agreement according to the provisions described in the Transfers section above, the subsequent owner(s) are eligible to cancel this Service Agreement subject to the Cancellation terms described herein. In the event of a dispute with the Obligor, You may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, and a copy of the Service Agreement. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement, at (855) 438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022.

FLORIDA only: The Obligor under this Service Agreement is Starr Indemnity & Liability Company. The Administrator under this Service Agreement is After, Inc. If You cancel this Service Agreement, You will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. To arrange for cancellation of this Plan, please contact the Administrator. If We cancel this Service Agreement, You will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement, less any claims paid. The rates charged for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

GEORGIA only: You may cancel this Service Agreement at any time by notifying the Administrator in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation. To arrange for cancellation of this Plan, please contact the Administrator. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by You, or non-renewal. The following exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT is hereby amended with respect to Georgia contract holders as follows:

WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT.

The following Disclosure: NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS, is hereby amended as follows: NOTE: COVERAGE UNDER THIS AGREEMENT MAY BE DENIED IF YOU MAKE UNAUTHORIZED REPAIRS.

Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to You. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at (855) 438-2390 or 399 Park Ave, 8th Floor, New York, NY 10022.

HAWAII only: You may return this Service Agreement within thirty (30) days of the date this Service Agreement was provided to You or within twenty (20) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact the Administrator. The Obligor will pay a penalty of ten percent (10%) on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the selling retailer. These provisions apply only to the original purchaser of the Service Agreement. In the event the Obligor cancels the Service Agreement, the We will mail a written notice to You at Your last known address at least 5 days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations of the Obligor under this Service Agreement are insured under a service contract contractual liability policy issued by Starr Indemnity & Liability Company, 399 Park Ave, 8th Floor, New York, NY 10022. If You have a question or complaint, You may contact the Insurance Commissioner, Hawaii Insurance Division, PO Box 3614, Honolulu, Hawaii, 96811.

ILLINOIS only: Starr Protection Solutions, LLC, (and not the dealer or manufacturer), is the Obligor under this Service Agreement in the State of Illinois. The Obligor will pay the cost of one (1) In-Lab recovery attempt. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Service Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). To arrange for cancellation of this Plan, please contact the Administrator. If the Obligor fails to pay or to provide service on a claim within sixty (60) days after proof of loss has been filed, the service contract holder is entitled to submit a claim directly to Starr Indemnity & Liability Company which insures the Obligor's obligations under this Service Agreement at the following address: 399 Park Avenue, 8th Floor, New York, NY 10022.

INDIANA only: If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim can be submitted to Starr Indemnity & Liability Company, who insures the Obligor's obligations under this Service Agreement, at 399 Park Avenue, 8th Floor, New York, NY 10022.

KENTUCKY only: If processing of a claim for service has not been completed within sixty (60) days after proof of loss has been filed with the Obligor, the claim may be submitted to Starr Indemnity & Liability Company who insures the Obligor's obligations under this Service Agreement at 399 Park Avenue, 8th Floor, New York, NY 10022.

MISSOURI only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim under the Service Agreement, the Service Agreement is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact the Administrator. The Obligor will pay a penalty of ten percent (10%) on a

refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the selling retailer or the Administrator. These provisions apply only to the original purchaser of the Service Agreement, and only if no claim has been made prior to the return of the Service Agreement.

NEVADA only: This Service Agreement is renewable at Our option. This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The Purchase Price is as indicated on the bill of sale or receipt, considered to be a part of the contract.

The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following:

“This Service Agreement is void and We will refund to You the purchase price of this Service Agreement, if no service or replacement claim has been made and You return the contract to Us:

- (a) Within 20 days after the date this Service Agreement was mailed or otherwise sent to You; or
- (b) Within 10 days after You have received a copy of the Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased.

To arrange for cancellation of this Plan, please contact the Administrator. We will refund to You the purchase price of this contract within 45 days after it has been returned to us. If We do not refund the purchase price within 45 days, We will pay You a penalty of 10 percent (10%) of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement.

We may not cancel this contract once it has been in effect for at least seventy (70) days, except for the following conditions:

- (a) Failure by You to pay the Service Agreement purchase price;
- (b) The contract holder being convicted of a crime which results in an increase in the service required under this Service Agreement;
- (c) Discovery of fraud or material misrepresentation perpetrated by You in purchasing this contract or obtaining service;
- (d) The discovery of an act or omission, or a violation of any condition of this contract by You which substantially and materially increases the service requested under the Service Agreement; or
- (e) A material change in the nature or extent of the service required under the Service Agreement, which occurs after the purchase of this contract, and substantially and materially increases the service required beyond that contemplated at the time of purchase.

If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to [\$300]. We may not cancel this Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. The obligations under this Service Agreement are guaranteed by Starr Indemnity & Liability Company located at 399 Park Ave., 8th Floor, New York, NY 10022. If You are not satisfied with the manner in which We are handling service under this Agreement, You may contact the Nevada Commissioner by use of the toll-free number of the Division, (888) 872-3234.

NEW HAMPSHIRE only: In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 (800) 852-3416. The obligations under this Service Agreement are insured by a contractual liability policy issued by Starr Indemnity & Liability Company located at 399 Park Ave., 8th Floor, New York, NY 10022. In the event any covered service is not paid within sixty (60) days after proof of loss has been filed or the Obligor ceases to do business or goes bankrupt, You may file Your claim directly with Starr Indemnity & Liability Company.

NEW MEXICO only: You may return this Service Agreement within ninety (90) days of the date this Service Agreement was provided to You. If You made no claim, the Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact the Administrator. The Obligor will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. We may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions:

- (a) Failure to pay an amount when due;
- (b) The conviction of You in a crime that results in an increase in the service required under this Service Agreement;

- (c) Fraud or material misrepresentation by You in obtaining the Service Agreement or in presenting a claim for service thereunder; or
- (d) Discovery of an act or omission or a violation of any condition of the Service Agreement by You, which substantially and materially increases the service required under the Service Agreement.

If We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use.

NEW YORK only: The obligations of the Obligor under this Service Agreement are insured under a service contract reimbursement insurance policy issued by Starr Indemnity & Liability Company. If the Obligor fails to perform under this Agreement, including failure to return any unearned fee in the event of cancellation, Starr Indemnity & Liability Company will pay all sums the Obligor is legally obligated to pay under this Agreement or perform any service the Obligor is legally obligated to perform under this Agreement. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact the Administrator. We will pay a penalty of ten percent (10%) per month on a refund that is not made within thirty (30) days of return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. A written notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the Covered Product or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 8th Floor, New York, NY 10022, 1 (855) 438-2390.

NORTH CAROLINA only: The purchase of a Service Agreement is not required in order to obtain financing. We may not cancel this Service Agreement except for nonpayment by You or for violation of any of the terms and conditions of this Service Agreement. If You cancel this Service Agreement, You will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund. To arrange for cancellation of this Plan, please contact the Administrator. Obligations under this Service Agreement are insured by Starr Indemnity & Liability Company, 399 Park Ave., 8th Floor, New York, NY 10022.

OKLAHOMA only: The Obligor under this Service Agreement is Starr Technical Risks Agency, Inc.(License # 44200902). In the event You cancel this Service Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price less the cost of any service received. To arrange for cancellation of this Plan, please contact the Administrator. In the event We cancel this Service Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received. This is not an insurance contract. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

OREGON only: Arbitration: If You are a resident of Oregon, the following shall replace the "Arbitration" section of these Terms and Conditions: Arbitration is not mandatory and has to be by mutual agreement. Any arbitration occurring under this Protection Plan shall occur in an agreed upon location by both parties and be administered in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association (the "Arbitration Rules") unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement. Any award rendered shall be a nonbinding award against You.

SOUTH CAROLINA only: In order to prevent damage to the Covered Product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover data recovery necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact the Administrator. We will pay a penalty of ten percent (10%) per month on a refund that is not made within forty- five (45) days of return of the Service Agreement. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The written notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company, which insures the obligations under this Service Agreement, located

at 399 Park Ave., 8th Floor, New York, NY 10022. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, (803) 737-6134.

TEXAS only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full Purchase Price will be refunded to You. To arrange for cancellation of this Plan, please contact the Administrator. We will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. Obligations of the provider under this Service Agreement are insured under a service contract reimbursement policy. In the event a covered service is not provided by Us within sixty (60) days after proof of loss has been filed, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Ave, 8th Floor, New York, NY 10022. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, 1 (800) 803-9202.

UTAH only: The following language is being added as the last sentence to the opening paragraph in the Service Agreement: This Service Agreement may be paid in full at the time of purchase or finance. The **CANCELLATION BY US** section is being replaced in its entirety with: We may cancel this Service Agreement by providing You with thirty (30) days written notice for the following reasons only: material misrepresentation or substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this Agreement. We may cancel this Service Agreement by providing you with ten (10) days written notice, if the reason for cancellation is non-payment by you. The following sentence is added as the last sentence of the **WHAT IS NOT COVERED** section: This Service Agreement does not provide coverage for pre-existing conditions or any Equipment that is subject to neglect, abuse, or damage prior to issuance of the Service Agreement. The following sentence is added as the last sentence of the **WHAT TO DO IF COVERED EQUIPMENT REQUIRES SERVICE** section: If it is an emergency situation and We cannot be reached, You can proceed with data recovery. We will reimburse You or the facility in accordance with the Service Agreement provisions. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

VERMONT only: You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the purchase price. To arrange for cancellation of this Plan, please contact the Administrator. Our obligations under this Service Agreement are supported by a contractual liability insurance policy issued by Starr Indemnity & Liability Company. In an event that We are unable to perform under the contract, Starr Indemnity & Liability Company, which shall pay on Our behalf any sums We are legally obligated to pay and shall provide the service, which We are legally obligated to perform according to the Our contractual obligations under this Service Agreement. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, the claim can be submitted to Starr Indemnity & Liability Company located at 399 Park Avenue, 8th Floor, New York, NY 10022, (855) 438-2390.

WASHINGTON only: The "Insured Agreement" provision of these Terms and Conditions as set forth above is deleted in its entirety and replaced with the following: This is not an insurance policy. Obligations of the service contract obligor under this Service Agreement are backed by the full faith and credit of the service contract obligor, Starr Technical Risks Agency, Inc., located at 399 Park Avenue, 8th Floor, New York, NY 10022. You may contact them toll-free at (855) 438-2390.

WISCONSIN only: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If a claim for service has not been completed within sixty (60) days after proof of loss has been filed with Us, or if the provider becomes insolvent or otherwise financially impaired, the claim can be submitted to Starr Indemnity & Liability Company, who insures Our obligations under this Service Agreement, located at 399 Park Avenue, 8th Floor, New York, NY 10022, (855) 438-2390. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was mailed to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You or credited to Your account. To arrange for cancellation of this Plan, please contact the Administrator. We will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to Us. These provisions apply only to the original purchaser of the Service Agreement. In the event that You experience a total loss of property covered by this contract that is not covered by a replacement of the property pursuant to the terms of the contract, You shall be entitled to cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid. Lack of pre-authorization shall be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been at unreasonable expense.

WYOMING only: You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Plan, please contact the Administrator. We will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to Us. These provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service Agreement, We will mail a written notice to You at Your last known address at least ten (10) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required, if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the Covered Product or its use, or a substantial breach of Your duties relating to the Covered Product or its use. Obligations under this Service Agreement are insured by Starr Indemnity & Liability Company located at 399 Park Avenue, 8th Floor, New York, NY 10022.

THIS AGREEMENT IS NOT A SERVICE CONTRACT OR AN INSURANCE POLICY, CERTIFICATE OR CONTRACT. THIS AGREEMENT DOES NOT PROVIDE (A) REPAIRS TO OR REPLACEMENTS OF ANY TANGIBLE EQUIPMENT OR PROPERTY; WHETHER OR NOT SUCH DAMAGES ARISE FROM A MANUFACTURER DEFECT OR NORMAL WEAR AND TEAR, OR (B) INDEMNIFICATION OR PAYMENT FOR DAMAGES TO ANY PROPERTY CAUSED BY OR ARISING FROM FORTUITOUS EVENTS.