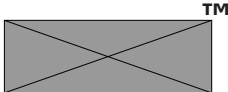


# Standard Limited Warranty

for EVAS Xtra Series Customized Dell™ Computers



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## EVAS Standard Limited Warranty

for EVAS Xtra Series Customized Dell™ Computers

This document details the Support and Service provided under EVAS' Standard Limited Warranty and your rights and obligations under the Warranty. It also contains information and instructions on how to obtain support and service.

### Headings

The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

### ***What types of Standard Limited Warranties come with my system?***

1. EVAS' Xtra Series Customized Dell Computers purchased in the U.S. come with Dell's Three-year Limited Hardware Warranty.
2. The systems also come with EVAS' 90-Day Access Technology Support and System Configuration Warranty. The following sections describe the limited warranties.

### ***Does my system have additional Warranties or Support Packages?***

- Your system may have been purchased with an EVAS Xtra Series Option Package. These packages offer additional years of support and service, Remote Access Support, System Utilities and useful peripherals.
  - Your system may have been purchased with upgrades to the Dell Standard Limited Warranty, increasing the time frame and type or level of service provided over and above the Dell Standard Limited Warranty.
  - The EVAS invoice or packing slip will list the upgrades or optional packages that were purchased with your system.
  - You may purchase additional Dell Support and Service upgrades or EVAS Xtra Series Option Packages by contacting EVAS Customer Service at 800-872-3827.
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## ***What is covered by the limited warranties?***

1. The Dell Limited Hardware Warranty covers defects in materials and workmanship in your Dell-branded hardware products, including desktop and notebook computers, workstation computers, server systems, data storage units or certain Dell-branded peripherals as designated by Dell.
2. EVAS' 90-Day Access Technology Support and System Configuration Warranty covers the original system configuration for defects in materials and workmanship and provides Toll-Free Support for Access Technology installed in the system by EVAS.

## ***What is not covered by this limited warranty?***

This limited warranty does not cover:

1. Software, third-party software, or the reloading of software without the approval of EVAS. All software is provided subject to the license Agreement that is part of the package. Customer agrees that it will be bound by the license Agreement once the package is opened or its seal is broken. EVAS does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license Agreement that governs its purchase and use.
  2. Changes made that have a negative affect on the original system configuration.
  3. Non-Dell or Non-EVAS branded or other manufacturer's products and accessories.
  4. Problems that result from:
    - External causes such as accident, abuse, misuse, or problems with electrical power
    - Servicing not authorized by Dell or EVAS
    - Usage that is not in accordance with product instructions
    - Failure to follow the product instructions or failure to perform preventive maintenance. Example: Virus Infection
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- Failure to follow Safety Instructions as outlined in the EVAS Xtra Series Guide
  - Using accessories, parts, or components not supplied by Dell or EVAS
5. Products with missing or altered service tags or serial numbers
  6. Products for which EVAS has not received payment

## **Products**

EVAS' policy is one of on-going product update and/or revision. EVAS may revise and/or discontinue products at any time. EVAS will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Spare parts may be new or reconditioned.

## **Service and Support**

EVAS will provide general technical support to Customers in the United States to resolve problems with the system configuration. EVAS does not provide training on the use of Assistive Technology, application software or peripherals.

Service offerings may vary from product to product. If Customer purchased optional services and support packages, EVAS and/or a third-party service provider will provide the optional service and support to Customers in the United States in accordance with the then-current terms and conditions in the optional service contract between EVAS and/or the third-party service provider and Customer.

EVAS and/or the third-party service provider may, at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them. The optional services and support programs and their terms and conditions in place at the time of purchase will apply to Customer's purchase. EVAS has no obligation to provide service or support until full payment for the product or service/support contract for which service or support is requested has been received.

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## **How long does this Limited Warranty last?**

The limited Dell hardware warranty lasts for three years, except that the limited warranty on Dell-branded batteries lasts only one year and the limited warranty on the lamps for Dell-branded projectors lasts only ninety days. The limited warranty begins on the date of the EVAS packing slip or invoice. The warranty period is not extended if we repair or replace a warranted product or any parts.

EVAS' Standard Limited Access Technology Support and System Configuration Warranty covers the original System configuration for defects in materials and workmanship for ninety days and provides Toll-Free Support on Access Technology installed in the System by EVAS for ninety days. EVAS may change the availability of limited warranties, at its discretion, but any changes will not be retroactive.

## **Types of Support**

EVAS and Dell offer optional extended or upgraded warranties and support and service packages. Your EVAS invoice or packing slip will reflect any optional packages purchased with your system.

### **7x24 Hardware Technical Support**

Dell's industry-leading toll-free hardware support line can be used anytime for as long as you own your Dell hardware. There is no limit and no charge on calls you make to Dell for troubleshooting assistance and diagnosis of Dell hardware.

### **7x24 Software Support**

For as long as you own your Dell System, Dell provides free phone assistance for basic installation and configuration of Dell factory-installed Microsoft Operating Systems, excluding application software or Access Technology installed by EVAS. Basic installation and configuration is defined as "restoration to factory configuration." This restoration does not include software and/or hardware installed by EVAS, not limited to, but including, Access Technology. **EVAS does not recommend that you do this type of restoration without discussing the consequences with an EVAS System Engineer.**

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## Extensive 7x24 E-Support

Dell offers an extensive range of free online assistance at Dell Support. Most questions can be answered with their online self-diagnostics tools and vast repository of information resources such as:

- Dell Knowledge Base - Frequently asked questions, technical information/ tips, and hot topics from Dell Technicians, customized by your System service tag: <http://support.dell.com/us/en/kb/>
- File Library - Repository of drivers, files and utilities, and registration to be notified of file updates: <http://support.dell.com/us/en/filelib/>
- Dell Community Forum - Discussion group with other customers and Dell technical professionals: <http://forums.us.dell.com/supportforums?~ck=mn>

## Optional Gold Technical Support

Dell Gold Technical Support (GTS) is an optional upgrade to 24x7, dedicated, telephone-based technical support service that is designed to reduce hold time, provide direct access to advanced level technicians and reduce time to resolution. GTS also includes 90-day access to 18 online training courses for using your PC, the Internet, Windows® XP and Windows 2000. This support upgrade must be part of the initial purchase of the system.

### Benefits

- Reduced Hold Time in Queue – 24x7 toll free number designed to provide 2 minutes or less average speed of answer with single-level menu selection
- Interactive resolution with WebEx OnCall tool.
- Seamless escalation support for 3rd party Microsoft and select hardware vendors.

## ***EVAS E-mail Technical Support***

You may contact EVAS by e-mail for:

- Technical Support at [TechHelp@evas.com](mailto:TechHelp@evas.com)
- Customer Support at [contact@evas.com](mailto:contact@evas.com)

## ***What do I do if I have a problem or need warranty service?***

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## **Your Responsibilities**

To receive service and support, you are responsible for complying with the following:

### Prepare for the Call

Before you call for support, make sure you have followed the instructions given in the Basic Troubleshooting Script section in the EVAS Xtra Series Quick Reference Guide.

### Call For Assistance

In all situations, EVAS should be the primary contact for technical support and service. EVAS' System Engineers have a broad-based knowledge of computers, application software, peripherals and access technology and their interrelationships and can use this knowledge to assist you. EVAS Toll-Free Support is available from 9 AM to 5 PM Eastern Standard Time, excluding regularly observed holidays, by calling [800-872-3827](tel:800-872-3827).

If you require support outside of EVAS' normal support hours, and the problem you are experiencing is not related to the access technology or system configuration, you may use services available from Dell by calling 800-234-1490 (or 866-876-3355 if your system was purchased with the Dell Gold Support upgrade). If the problem you are experiencing is related to access technology you must contact EVAS.

**IMPORTANT:** If you call Dell, and they determine that:

- the whole computer must be replaced,
- or that the hard drive must be replaced, re-formatted and/or re-loaded with software or drivers,

**do not take these actions without contacting EVAS. Doing so would destroy the warranted original configuration of your system including access technology.**

Please call the **individual manufacturers** for support on peripherals, such as printers and scanners.

### Explain Your Problem to the System Engineer

Now you are ready to describe the problem you are having with your system.

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Let the System Engineer know what error message you are getting and when it occurs, what you were doing when the problem occurred, and what steps you may have already taken to solve the problem.

### Cooperate with the System Engineer

Experience shows that most system problems and errors can be corrected over the phone, as a result of close cooperation between the user and the System Engineer. Listen carefully to the System Engineer and follow the System Engineer's directions.

**IMPORTANT:** If you call Dell, and they determine that:

- the whole computer must be replaced,
- or that the hard drive must be replaced, re-formatted and/or re-loaded with software or drivers,

**do not take these actions without contacting EVAS. Doing so would destroy the warranted original configuration of your system including access technology.**

If the System Engineer is unable to resolve the problem over the phone and determines that On-Site Service is required, the terms of Dell's Type 3 Service Agreement apply. Your EVAS Xtra Series Dell Customized Computer comes standard with Dell's Next-Business-Day Replacement Service. If you follow the procedures outlined by the System Engineer, a service technician will, in most cases, be dispatched to arrive at your location for On-Site Service on the next business day, Monday through Friday 8 AM to 6 PM, excluding regularly observed holidays. If the service technician is dispatched for On-Site Service after 5 PM local time, the service technician may take an additional business day to arrive at your location. Scheduling of the arrival of the service technician may also be determined by the availability of repair or service parts.

**UNTIL YOU HAVE COMPLIED WITH THE PRECEDING PROCEDURES, EVAS CANNOT DISPATCH A SERVICE SYSTEM ENGINEER TO PERFORM ON-SITE REPAIRS.**

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The hours of Support shall not include regular holidays that include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving and Christmas Day. EVAS is not liable for any failure or delay in performance due to any cause beyond their control. In any event, if EVAS' ability to render support services is impaired by circumstances beyond EVAS' control, EVAS may terminate this Contract; in any event, you will receive a refund for any unused portion of your service term for which you had paid.

## Shipping

If the System Engineer is unable to resolve the problem over the phone and determines that Mail-In or Ship Back Service is necessary, the following Standard procedures apply. EVAS regrets that it cannot accept systems that are not returned in accordance with these shipping instructions:

1. **Software/Data Backup.** You understand and agree that EVAS and Dell are not responsible for any loss of software or data. It is the user's responsibility to maintain an up-to-date backup of their system, especially important user data, such as files and documents that can't be easily reconstructed. When the system is returned to you, make sure you scan these data files for viruses before restoring them to your system.
  2. **Display the Return Authorization Number.** Please print the authorization number you obtain from the System Engineer or Customer Service Representative clearly and conspicuously on the outside of the packaging. Unfortunately, EVAS or Dell may refuse delivery of the system or may refuse to service the computer, and may return to you, any system that does not clearly and conspicuously display the authorization number on the packaging.
  3. **Explain the Problem in Writing.** Please enclose a brief description of the problem encountered, the error message received, and the suspected defect you discussed with the System Engineer over the phone as well as your return shipping address.
  4. **Shipping.** Following the problem diagnosis the EVAS System Engineer will transfer you to an EVAS Customer Service Representative, explain the situation to the representative and turn any further shipping actions over
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to the Customer Service Department, who will determine the responsibility and procedures for shipping. The system must be shipped in the original or equivalent packaging to the address given to you by the EVAS Customer Service Representative.

5. **Package Your System.** You will be responsible for ensuring that the system is properly packaged and you will bear the full risk of loss or damage for any System that is returned improperly packaged.
6. **Other Shipping Precautions.** Do not send your manuals or any non-Dell or non-EVAS supplied products with your system. Prior to shipping, you must remove the options and components from your system as instructed by the System Engineer.
7. **If You Miss The Carrier Visit:** If you or your authorized representative is not at the location when the carrier arrives, he or she will leave a delivery attempt notice and will attempt redelivery. If you and the carrier are unable to coordinate the pickup, you will need to call EVAS and schedule another carrier visit and you may be subject to an additional charge.

### ***How will you fix my product?***

EVAS and Dell use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to Dell, some of which were never used by a customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the product. Dell owns all parts removed from repaired products.

**Data recovery is not included in warranty service and EVAS and Dell are not responsible for data that may be lost or damaged during transit or a repair.**

### **Customer Replaceable Units and Whole Unit Replacement**

If the Dell Telephone Technician or EVAS System Engineer determines that the defective unit is one that is easily disconnected and reconnected, such as a

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keyboard, monitor, or any other component designated from time to time as a component that may be replaced by the customer, you may be sent such component to install without a service technician arriving on site. Also, if the Technician or System Engineer determines that the system is one that should be replaced as a whole unit, a whole replacement unit with a prepaid return mailing label for the defective return may be sent directly to you (see note below). If a service technician delivers the replacement unit to you in person, you must relinquish the defective unit to the service technician. If you do not relinquish the defective unit to the service technician as required above, or if, in the event the replacement unit was not delivered in person by a service technician, and if the defective unit is not returned within ten (10) days, you agree to pay EVAS for the replacement unit upon receipt of invoice. Failure to honor the invoice within ten (10) days after receipt will cause the cancellation of this Agreement and may result in other legal steps.

**IMPORTANT:** If you call Dell, and they determine that:

- the whole computer must be replaced,
- or that the hard drive must be replaced, re-formatted and/or re-loaded with software or drivers,

**do not take these actions without contacting EVAS. Doing so would destroy the warranted original configuration of your system including access technology.**

## Parts Ownership

All service parts removed from your system become the property of Dell. You will be obligated to pay, at the current retail price(s), for any service parts removed from your system and retained by you. EVAS and Dell use new and reconditioned parts made by various manufacturers in performing warranty repairs.

## Parts Stocked

Dell, based on its experience, has stocked parts in various locations throughout the United States. Selected parts may not be stocked in the location closest to your site. If a part that is needed to repair your system has to come from another

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location, it will be shipped using overnight delivery.

### ***Term and Renewal***

Prior to the expiration of your service contract, you may upgrade your service level or extend your service period based on available options then in effect. Any upgrades will not apply to conditions pre-existing the effective date of the upgrade. Please contact EVAS Customer Service at 800-872-3827 to discuss extending or upgrading this Agreement.

### ***Claims of Confidentiality or Proprietary Rights***

You agree that any information or data disclosed or sent to EVAS or Dell, over the telephone, electronically, on the systems storage devices, or otherwise, is not confidential or proprietary to you.

### ***Cancellation***

You may cancel this Agreement by providing EVAS at least thirty (30) days written notice of your decision to cancel. EVAS will issue a refund to you for any unused portion of the service term for which you have paid. If more than thirty (30) days have transpired for the current contract year, then a refund will not be paid for that current contract year.

### ***Transfer of this Agreement***

Subject to the limitations set forth in this Agreement, you may transfer this Agreement to anyone who buys your entire system before the Termination Date of this Agreement, provided you are the original purchaser of the system

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and this Agreement, or you have purchased the system and this Agreement from its original owner or a previous transferee and have complied with all the transfer rules in this Agreement. Please note that if you move your system to a geographic location in which the service coverage is not available at the same price as you paid for this Agreement, you may incur an additional charge to maintain the same categories of service coverage at the new location. If you choose not to pay such additional charge, your service may be automatically changed to categories of service that is available at such price or a lesser price in such new location with no refund available. Additionally, if you transfer your Agreement to a buyer who will move the System to a geographic location in which the service coverage is not available at the same price as you paid for this Agreement, or, if the transferee or buyer of this Agreement wishes to change the service coverage, then you may incur an additional charge for such transfer fee discussed above.

### ***To Transfer The Dell Service Agreement***

Please call EVAS for assistance in transferring the Dell Service Agreement at 800-872-3827.

### ***Accepting Terms and Conditions***

BY ACCEPTING THE PRODUCTS, SERVICES AND SUPPORT DESCRIBED ON THE EVAS INVOICE OR PACKING SLIP, YOU AGREE TO BE BOUND BY AND ACCEPT

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THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS, THE “AGREEMENT”, WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU AND EVAS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, OR JURISDICTION TO JURISDICTION. Dell’s RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THEIR WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE DELL-BRANDED PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THREE YEARS FROM THE DATE OF THE ORIGINAL PURCHASE AS REFLECTED BY THE DATE ON THE EVAS INVOICE OR PACKING SLIP.

EVAS’ RESPONSIBILITY UNDER THE 90-DAY ACCESS TECHNOLOGY SUPPORT AND SYSTEM CONFIGURATION WARRANTY FOR MALFUNCTIONS AND DEFECTS IN THE SYSTEM CONFIGURATION IS LIMITED TO RECONFIGURATION, REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE PROVISION OF ACCESS TECHNOLOGY SUPPORT ARE LIMITED IN TIME TO 90 DAYS FROM THE DATE OF THE ORIGINAL PURCHASE AS REFLECTED BY THE DATE ON THE EVAS INVOICE OR PACKING SLIP.

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIODS HAVE EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, SO THIS LIMITATION MAY NOT APPLY TO YOU.

### ***Limitation of Liability***

EVAS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR

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FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EVAS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES AND SUPPORT CUSTOMER PURCHASES UNDER THIS AGREEMENT. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, EVAS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS UNDER THIS AGREEMENT. CUSTOMER AGREES THAT

FOR ANY LIABILITY RELATED TO THE PURCHASE OF SERVICES NOT BUNDLED WITH PRODUCTS UNDER THIS AGREEMENT, EVAS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF SERVICES UNDER THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### ***Limits of Support Services***

**THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE.** This Agreement

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extends only to original purchasers of the System located within the United States as determined by EVAS or Dell, and to any person who buys the system and this Agreement from the original purchaser or a subsequent transferee, as long as all transfer procedures have been complied with. This Agreement extends only to uses for which the system was designed. Except as stated herein, the services EVAS agrees to provide under this Agreement are repair services that are necessary because of any existing defect or a defect that occurs in materials or workmanship in the system or in any system component covered by this Agreement. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than EVAS, Dell, or their representatives, are not included. EVAS is not obligated to repair any system or system component which has been damaged as a result of: accident, misuse, or abuse of the system or component, such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, supplies, or accessories, improper or insufficient ventilation, or failure to follow operating instructions; by anyone other than EVAS, Dell or their representatives, an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or the moving of the System from one geographic location to another or from one entity to another.

### ***Limitation Of Remedy***

YOUR EXCLUSIVE REMEDY AND EVAS' ENTIRE, COLLECTIVE LIABILITY IN



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CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS AGREEMENT. IF EVAS IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND EVAS' ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY YOU OR, IF NO CHARGE WAS PAID, THE THEN-CURRENT PUBLISHED CHARGES FOR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL EVAS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE SYSTEM, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

Neither EVAS nor you may institute any action in any form arising out of this Agreement more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment. With regard to any services that are not within the coverage of this Agreement, it will be within EVAS' discretion whether to perform the services, and, if EVAS elects to perform the services, the services will be subject to an additional charge to be paid by you.

### ***Binding Arbitration***

ANY CLAIM, DISPUTE, OR CONTROVERSY WHETHER IN CONTRACT, TORT, OR

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OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS AGAINST EVAS, its agents, employees, successors, assigns or affiliates, collectively for purposes of this paragraph; "EVAS", arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement, EVAS' advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect, available via the Internet at <http://www.arb-forum.com/> or via telephone at [800-474-2371](tel:800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and EVAS. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

### ***Applicable Law***

Not For Resale or Export

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You agree to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale or export.

### Title; Risk of Loss

Title to products passes from EVAS to Customer on shipment from EVAS' facility. Loss or damage that occurs during shipping by a carrier selected by EVAS is EVAS' responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).

### Assignments

EVAS reserves its right to assign its rights and obligations under this Agreement to a qualified third party designated by EVAS without notice to you. In the event of such an assignment, EVAS will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.

### Warranty Exclusion

EVAS makes no warranty, either express or implied, including, but not limited to, any Implied warranties of merchantability and fitness for a particular purpose. EVAS expressly disclaims all warranties.

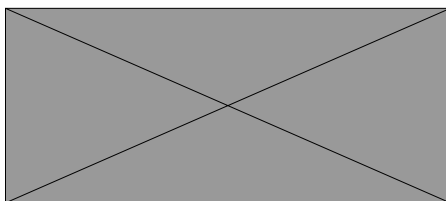
### Entire Agreement

This Contract is the entire Agreement between you and EVAS with respect to its subject matter and none of EVAS' employees or agents may orally vary the terms and conditions of this Contract.

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**ACCESS TECHNOLOGY AND PLUG & PLAY COMPUTER SOLUTIONS FOR PEOPLE WITH DISABILITIES**

**Toll-Free: 800-USA-EVAS**  
**Toll-Free: 800-872-3827**  
**Voice: 401-596-3155**  
**FAX: 401-596-3979**



**E-mail: [contact@evas.com](mailto:contact@evas.com)**  
**[techhelp@evas.com](mailto:techhelp@evas.com)**  
**TTY: 401-596-3500**  
**[www.evas.com](http://www.evas.com)**

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