

## KlasKare

### 1. The Plan.

This service contract (the "Plan") governs the services provided by Klas and includes the terms in this document and your proof of coverage document, which may be the sales receipt or service confirmation provided by Klas ("Plan Confirmation").

The Plan covers Klas-branded products and the Klas branded accessories contained in its original packaging (collectively, the "Covered Equipment").

Coverage begins when you purchase the Plan and continues through, unless cancelled, on the date specified in your Plan Confirmation (the "Plan Term").

Benefits under this Plan are additional to your rights under applicable laws and the manufacturer's limited warranty. KlasKare does not cover loss or theft of Covered Equipment.

### 2. What is Covered?

#### 2.1 Services for Defects or Accidental Damage from Handling ("DAD Service")

If during the Plan Term you submit a valid claim notifying Klas that the Covered Equipment has failed due to defects in materials and workmanship or accidental damage from handling resulting from an unexpected and unintentional external event ("DAD"), Klas will, at its discretion, either (i) repair the defect using new or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability. Each time you receive services for DAD is a "Service Event". Exclusions apply as described below. Further, services for DAD expire and all of Klas's obligations to you under this Section are discharged and fulfilled in their entirety once Klas has provided to you two (2) Service Events for the unit in question.

Important: Please refer to Section 3 for exclusions on provision of DAD Service.

#### 2.2 Technical Support

During the Plan Term, Klas will provide you with access to telephone and web-based technical support resources. Technical support may include access to a knowledge base and certain software/firmware updates, , for example OpenBMC and supported third party modems, as well as assistance with configuration and troubleshooting; interpreting system error messages; and determining when service is required. Klas will provide support for the then-current version of the supported software, and the prior Major Release. For the purposes of this section, "Major Release" means a significant version of software that is commercially released by Klas in a release number format such as "1.1" or "1.2" and which is not in beta or pre-release form. The scope of technical support provided to you is limited to the Covered Equipment and the applicable Klas software ("Covered Software").

### 3. What is not Covered?

Klas may restrict services to the country where the Covered Equipment was originally purchased.

#### 3.1 Klas will not provide services in the following circumstances:

(a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;

- (b) to conduct preventative maintenance;
- (c) to replace Covered Equipment that is lost or stolen;
- (d) to repair damage caused by reckless, abusive, wilful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Klas;
- (e) to install, remove or dispose of the Covered Equipment, or the equipment provided to you while the Covered Equipment is being serviced;
- (f) to repair damage caused by a product that is not Covered Equipment;
- (g) to repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansions), modified, or altered by anyone other than Klas or an authorized representative of Klas;
- (h) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (i) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (j) to repair or replace consumable parts, such as batteries, hard drives, removable storage devices, adapters or cables;
- (k) to repair or replace defects attributable, in part or wholly to third party hardware or software that Klas purchases from third parties and provides as is in connection with or as part of the delivery of a system or solution;
- (l) to repair damages caused by fire, earthquake, flood, or other similar external causes;
- (m) to remedy any defect or malfunction that is covered, remedied, or otherwise addressed by a separate Klas subscription or licence (e.g. KlasOS Keel) and/or a third party service plan that is or was available to you, including but not limited to Cisco SMARTnet; or
- (n) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health.

Installation of third-party parts may affect your coverage. As a condition of receiving service under the Plan, all Covered Equipment must be returned to Klas in its entirety including all original parts or Klas authorized replacement components.

### 3.2 Technical Support.

The Plan does not include:

- (i) Issues that could be resolved by upgrading software to the then current version;
  - (ii) Your use of or modification to the Covered Equipment or the Covered Software in a manner for which the Covered Equipment or Covered Software is not intended to be used or modified;
  - (iii) Third-party products or their effects on or interactions with the Covered Equipment or the Covered Software;
  - (iv) Covered Software designated as “beta”, “prerelease,” or “preview” or similarly labelled software;
- or

(v) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

#### **4. How to Obtain Service and Support?**

You may obtain hardware services and technical support by accessing the Klas website ([www.klasgroup.com/support/](http://www.klasgroup.com/support/)). Keep your Covered Equipment serial number and Plan Confirmation document for your Covered Equipment and your Plan, as it will be required if there is any question as to your product's eligibility for coverage.

#### **5. DAD Service Options**

5.1 Klas at its sole discretion will provide services through one or more of the following options:

(i) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Klas determines that your Covered Equipment is eligible for mail-in service, you will ship the Covered Equipment to a Klas location in accordance with Klas's instructions. Once service is complete, the Klas location will return the Covered Equipment to you. Klas will pay for shipping to and from your location if all instructions are followed.

(ii) Onsite service. If Klas determines that onsite service is available, Klas will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to a Klas location for repair. If the Covered Equipment is repaired at a Klas location, Klas will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

5.2 Klas reserves the right to change the method by which Klas may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Klas may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

#### **6. Your Responsibilities**

To receive service or support under the Plan, you agree to comply with the following:

(i) Provide your Covered Equipment serial number and a copy of your Plan's original proof of purchase, if requested;

(ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;

(iii) Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;

(iv) Follow instructions Klas gives you, including but not limited to refraining from sending Klas products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;

(v) Update software to currently published releases prior to seeking service; and

(vi) MAKE SURE TO BACK UP SOFTWARE AND DATA RESIDING ON THE COVERED EQUIPMENT. KLAS MAY REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES WHILE PERFORMING SERVICE, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. YOU WILL BE RESPONSIBLE FOR REINSTALLING ALL OTHER SOFTWARE PROGRAMS, DATA AND PASSWORDS.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLAS AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM KLAS'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF KLAS AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. KLAS SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

## **8. Cancellation**

Unless applicable local law provides otherwise, Klas may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, Klas may also cancel this Plan if service parts for the Covered Equipment are not available, upon thirty (30) days prior written notice. If Klas cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term. Upon the effective date of your early cancellation, Klas's future obligations under this Plan to you are fully extinguished.

## **9. General**

(i) Klas may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(ii) Klas is not responsible for any failures or delays in performing under the Plan that are due to events outside Klas's reasonable control.

(iii) You agree that any information or data disclosed to Klas under this Plan is not confidential or proprietary to you. Furthermore, you agree that Klas may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers located in countries where data protection laws may be less comprehensive than your country of residence, including but not limited to Australia, Canada, countries of the European Union, and the U.S.

(iv) Klas will protect your information in accordance with Klas Privacy Policy available at [www.klasgroup.com/privacy](http://www.klasgroup.com/privacy).

(v) The terms of the Plan, including the original sales receipt of the Plan, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Klas's entire understanding with respect to the Plan.

(vi) Klas is not obligated to renew this Plan. If Klas does offer a renewal, it will determine the price and terms.

(vii) There is no informal dispute settlement process available under this Plan.

(viii) "Klas" means as applicable, Klas Australia Pty Ltd of Level 1, The Realm, 18 National Circuit, Barton ACT, 2600 Australia; Klas LTD trading as Klas, One Kilmainham Square, Dublin 8, Ireland D08 ET1W; Klas Telecom, Inc. 1101 30th Street NW, Suite 500 Washington DC, 20007, U.S.A; Klas Government, Inc. of 450 Springpark Place, Suite 1200, Herndon, VA 20170.

(ix) Except where prohibited by law, the laws and courts of New South Wales, Australia govern Plans.

(x) Support services under this Plan may be available in English only.