

Prismview LLC., hereby undertakes to provide on-site labor for **Your Covered Equipment** pursuant to the terms and conditions of this On-Site Labor Limited Warranty in conjunction with the Prismview Limited Parts Warranty on **Your Covered Equipment**.

"We", **"Us"**, **"Our"**, and **"Prismview"** shall mean Prismview, LLC. , of 1651 North 1000 West Logan, UT 84321 1-800-741-6721 as the warrantor obligated to perform under this **Limited Warranty**. **"You"** and **"Your"** shall mean the business entity or purchaser of the **Covered Equipment** covered by this **Limited Warranty**. **"Program"** shall mean this document together with **Your** original purchase agreement, shipping documents and **Your** Prismview Limited Parts Warranty for purposes of determining the **Coverage Period** and **Effective Date**.

This **Limited Warranty** applies to orders that specify on-site labor plans or product lines that include on-site labor that are provided to **You** by **Us** adding on-site labor coverage to **Your** Limited Parts Warranty, pursuant to the terms stated herein.

DEFINITIONS

Throughout this document, the foregoing and following capitalized words in bold have the stated meaning:

Authorized Service Technician or **Technician**: means a technician designated by **Us** to repair **Your Covered Equipment**.

Business Day: means support hours Monday through Friday, excluding major holidays, as determined by **Us**.

Coverage Period: means coverage time period described in the Limited Warranty and commencing on the date the Covered Equipment ships from Prismview's Logan, UT facility.

Covered Equipment: means the covered hardware components listed in the Limited Warranty which is eligible to receive warranty services and on-site labor service.

Effective Date: start date of the Limited Warranty coverage where on-site labor coverage, means 90 calendar days from the date of installation of the **Covered Equipment**, or the day after the resolution of the first Support Incident that requires the dispatch of an Authorized Service Technician; whichever comes first.

Phone Support Hours: means 8:00 a.m. to 5:00 p.m. Mountain Time during a **Business Day** by **Us**. **Support Incident**: means a specific, discrete problem that can be answered or resolved by isolating its origin to a single cause. **We** will determine what constitutes a **Support Incident**. A **Support Incident** has reached a resolution when **You** receive one of the following:

- Information that resolves **Your** problem;
- Information on how to obtain a software solution that will resolve **Your** problem;
- Notice that the problem is caused by a known, unresolved issue or an incompatibility issue with the applicable **Covered Equipment**;
- Information that identifies the problem as being resolved by upgrading to a newer release of the **Covered Equipment**;
- Notice that the problem has been identified as a hardware equipment or software issue that is not caused by the **Covered Equipment**; or
- Repair or replacement service that resolves **Your** problem.

OBTAINING ON-SITE SERVICE

During the **Coverage Period**, the **Prismview** will dispatch an **Authorized Service Technician** to perform repairs only after all of the following has occurred:

- **You** contact the **Prismview** during **Prismview's Phone Support Hours** for Technical Support at 1-800-741-6721.
- **We** verify **Your** on-site labor coverage.
- **You** complete **Our** general troubleshooting steps as advised by the **Prismview's** Technical Support Representative and Prismview determines that a **Support Incident** requires dispatch of an **Authorized Service Technician** to resolve **Your** reported issue. No service trip fee is required if **Prismview** determines that an **Authorized Service Technician** needs to be dispatched.
- Payment of all applicable fees and amounts pursuant to the terms stated herein received by **Us** to verify **Your** account status is current.

Upon **Our** dispatch of an **Authorized Service Technician** to **Your** location it is required that **You** or **Your** designated representative be available at **Your** location at time of repair. **You** or **Your** designated representative must provide access to all equipment required for the operation of the **Covered Equipment**. **NOTE**: If an **Authorized Service Technician** visits **Your** location within a scheduled service time frame and **You** or **Your** designated representative are not available and/or access is not available within 30 minutes of the **Technician's** arrival, the dispatch will be rescheduled and a missed service trip fee, not to exceed \$350.00, will be assessed to **You**. Missed service trip fees must be paid prior to dispatch of a **Technician** for a return visit. In the event that an on-site service **Technician** is dispatched to **Your** location and the reported issue is not directly related to the **Covered Equipment** including, but not limited to, primary power, network services, installation methods, or acts of God, then all associated costs of the service call will be **Your** responsibility.

RESTRICTIONS AND EXCLUSIONS

This **Limited Warranty** specifically does not provide labor coverage for any of the following:

- Cleaning, preventive maintenance or customer education.
- Service required as a result of any alteration of the equipment or repairs made by anyone other than the **Authorized Service Technician**, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer, or improper use, handling, or storage of the Covered Equipment including without limitation damage from welding slag, metal filings, misapplication of power
- Custom installations: **Covered Equipment** installed in cabinetry and other types of built-in applications are eligible for service as long as the **Covered Equipment** is accessible to the service **Technician**. Dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced **Covered Equipment** into a custom installation is not covered.
- Computers with any operating system other than: Windows XP or higher, or Mac operating systems.
- Charges related to "no problem found" diagnosis; or non-failure problems including, but not limited to, items not covered, noises, squeaks, etc. Intermittent issues are not product failures.
- Charges for parts, time or equipment for do-it-yourself service performed by **You** or agents selected by **You** or the
- The improper use, maintenance, handling or storage of the Covered Equipment by any party other than Prismview, or its agents or personnel
- Labor for the replacement of consumable items including, but not limited to, surge suppression devices and filters.
- Ordinary Wear and Tear
- Accident, water damage, casualty or acts of nature such as floods, tornadoes, hurricanes, polar vortex, and earthquakes.

LIMITATION OF LIABILITY

• THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT **VOID AND SUPERSEDE ANY AND ALL OTHER WARRANTIES RELATING TO THE PRODUCTS AND LABOR , INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE PROVISIONS CONSTITUTE SUPPLIER'S SOLE OBLIGATIONS IN THE EVENT THE PRODUCTS ARE DEFECTIVE OR NON-CONFORMING.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FOR INTERRUPTED COMMUNICATIONS, OR FROM ANY DEFECT, ERROR, OR MALFUNCTION OF THE PRODUCTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE PROVISIONS CONSTITUTE SUPPLIER'S SOLE WARRANTY OBLIGATIONS IN THE EVENT THE PRODUCTS ARE DEFECTIVE OR NON-CONFORMING. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST EARNINGS REGARDLESS OF THE NATURE OF THE CLAIM, OR DEEMED TO BE IN DEFAULT OF **OUR** OBLIGATIONS UNDER THIS **PLAN**, FOR ANY DELAY IN PROVIDING SERVICE AND/OR REPAIRED OR REPLACEMENT PARTS OR **COVERED EQUIPMENT**.

• **SUPPLIER SHALL NOT BE LIABLE BEYOND THE REMEDIES SET FORTH HEREIN INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY FOR COVERED EQUIPMENT NOT BEING AVAILABLE FOR USE, INSTALLATION OF THE COVERED EQUIPMENT, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. WE WILL NOT BE LIABLE FOR ANY 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 LIMITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING ELSE IN THIS PLAN OR OTHERWISE, WE WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS PLAN UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS INVOICED FOR THE APPLICABLE COVERED EQUIPMENT. NOTWITHSTANDING ANYTHING IN THIS PLAN TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS PLAN SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR THE FAILURE OF THE STRUCTURE UPON WHICH COVERED EQUIPMENT IS INSTALLED OR ATTACHED.**

• **DISCLAIMER OF WARRANTY: THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, OR WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY SUPPLIER AND WAIVED BY PURCHASER . THE EMPLOYEES AND AGENTS OF SUPPLIER ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO SUCH WARRANTIES, OR MAKE ADDITIONAL WARRANTIES BINDING ON SUPPLIER; ACCORDINGLY, ADDITIONAL STATEMENTS, WHETHER ORAL OR WRITTEN, DO NOT CONSTITUTE WARRANTIES AND SHALL NOT BE RELIED UPON BY PURCHASER. NO ACTION OR SUIT SHALL BE BROUGHT FOR AN ALLEGED BREACH OF THE WARRANTIES SET FORTH IN THIS AGREEMENT MORE THAN 90 DAYS FOLLOWING THE EXPIRATION OF THE APPLICABLE COVERAGE PERIOD.**

• **THIS PLAN GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. 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.**

GUARANTY

This is not an insurance contract; it is a Limited Warranty.

ENTIRE LEGAL AGREEMENT

This **Limited Warranty**; including the provisions, conditions, limitations, exceptions and exclusions, **Your** original purchase agreement, and **Your** Limited Parts Warranty by Prismview for purposes of determining the **Coverage Period** and **Effective Date**, constitute the entire legal agreement between **Us** and **You**, and no representation, promise, or condition not contained herein shall modify these items; except as required by law.