

SHADOWDANCERS L.L.C.

Service Contract Terms and Condition

SERVICE CONTRACT

This document sets forth the entire Contract between the Service Contract Administrator hereinafter referred to as We, Us and Our, and, the Purchaser as You and Your. No representation, promise or condition herein shall modify these terms. Shadowdancers L.L.C. (“SDP Multimedia Group”) is contractually obligated to You to provide service under this Contract where in accordance with, and as allowed by state law.

- 1. WHAT IS COVERED.** We will furnish labor, parts, and/or replacement equipment (or pay for same) necessary to repair operational or mechanical breakdowns of the product specified in this Contract, provided such service is necessitated by product failure during normal usage. The product specified and covered includes only equipment as originally configured and charged for in this Contract. Coverage also applies to the parts and accessories that are necessary to the covered product’s functionality, but does not apply to accessories that are used in conjunction with or to enhance the performance of the covered product. The maximum liability owed to You under this Contract will be the full retail cost of Your Product minus the sales tax. In the event We (I) replace the Product with a Product with equivalent specifications or (II) reimburse You for the current market value of the Product with equivalent specifications or (III) reimburse You for the retail amount of the Product, less claims made, minus sales tax, We shall have satisfied all obligations owed under this contract. Power Surge and Spike -This service plan protects against operational failure of a covered product if a failure occurs while connected to a surge protector approved by the Underwriter’s Laboratory. Your surge protector may be collected by the Administrator for examination. Lamps. If, through troubleshooting, a television that requires a lamp to generate a picture, it is determined that the lamp is the non-functioning component, Your contract covers one (1) lamp replacement per Contract term. You are required to install the lamp according to the manufacturer’s specifications. You may be required to return Your original lamp to Us at your expense to validate it is defective before You receive a replacement lamp.
- 2. HARDWARE UPGRADE COVERAGE.** This Contract will cover any internal hardware components, including memory and hard disk drive products purchased through a dealer/ Retailer and installed into equipment at the time of purchase. This Contract does not cover installation of hardware upgrades installed after the time of purchase.
- 3. ACCIDENTAL DAMAGE FROM HANDLING (ADH):** ADH pertains to You if listed on the reverse side of this Contract. Your product is protected against accidental damage from handling. ADH will end prior to the expiration date when We have, as a result of service provided to You, replaced Your product or incurred costs under this plan and all other coverage equal to the original purchase price of Your product (as indicated on your invoice). ADH only covers operational or mechanical failure caused by an accident from handling and does not include protection against normal wear and tear, theft, mysterious disappearance, misplacement, negligence, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect the unit

functionality, damage caused during shipment between You and Our service providers and any other limitations listed in the Limitations of Coverage section. Any resultant damage from this type of treatment is NOT covered by this ADH program. The use of this coverage requires an explanation of where and when the accident occurred as well as a detailed description of the actual event. Failure to provide this information will result in claim denial.

4. **IMPORTANT NOTE.** Repairs recommended by the repairing facility not necessitated by mechanical breakdown are not covered unless specifically authorized by Us. We reserve the right to inspect the items to be covered, or the items covered, as the case may be, prior to coverage or during the coverage period. Model number, serial number and original date of purchase of all items to be covered must be provided to execute application for service. If You request a service call for a non-covered repair, You will be responsible for all costs associated with the repair. In the event You are unable to meet the servicer, You must call to cancel the appointment in advance of the agreed upon time of service. You may be responsible for paying the second trip charge for the subsequent rescheduled repair. If the product is found to be performing to the manufacturer's specifications, it will be returned to You.
5. **TIME FOR SERVICE.** Service will be performed during the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding holidays.
6. **PLACE OF SERVICE.** Service will be provided by a manufacturer authorized service center, or the Dealer named in this Contract. After We authorize Your claim, We will arrange for service and We will cover the reasonable parts and labor costs that We authorize. You may be asked to provide proof of purchase as a condition for receiving service under this Service Contract. **Your original purchase receipt should be kept with this service contract in a safe place.**
 - (a) On-Site Service: On-Site service will be provided for DSS Systems, DSS add-on Receivers, HDTV's, Plasma TV's, all televisions with a screen size equal to 25" or larger, and for all projection televisions. On-Site Service will be provided when your residence is located within fifty (50) miles of an authorized service provider. If you are entitled to on-site service but due to environmental and/or technical requirements, certain repairs can not be completed in Your residence, or if you are located more than fifty (50) miles from the nearest authorized provider, the cost to transport and/or ship the product for service will be paid by Shadowdancers L.L.C..
 - (b) Carry-In Service: All other product categories are covered for carry-in or depot service.
7. **PARTS AND SUBCONTRACTING.** Parts used to repair equipment may either be new or refurbished at Our sole option. Service may be performed by subcontractors.
8. **UNAVAILABILITY OF FUNCTIONAL PARTS OR TECHNICAL INFORMATION.** If We determine that We are unable to repair Your product due to the unavailability of functional parts, service or technical information, the total liability owed to You under this contract will be the lesser of (I) the current market value of a product with equivalent specifications or (II) the retail price paid for Your product minus sales tax and claims paid, in lieu of service repairs or replacement of the product with equivalent specifications. In all cases where parts or technical information are on extended backorder for a minimum of sixty (60) calendar days, We will determine if a replacement or reimbursement will be made. All contractual obligations are fulfilled, in lieu of repairs, upon product replacement, reimbursement or contract term expiration.
9. **DEDUCTIBLE.** No deductible applies to this Contract.
10. **RENEWABILITY.** This Contract is not renewable.
11. **LIMITATIONS OF COVERAGE – This Contract Does Not Cover:**

- A. Any equipment located outside the United States.
- B. Service required as a result of any alteration of the equipment, or repairs made by anyone other than a participating servicing dealer, an authorized service provider, its agents, distributors, contractors or licensees, or the use of supplies other than those recommended by the manufacturer.
- C. Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.
- D. Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use of movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements.
- E. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used. Any installation that prevents normal service. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
- F. Equipment used in an industrial or commercial setting. An industrial or commercial setting is defined as anything other than a single family dwelling. Single family dwellings include: Houses, Townhouses, Modular Housing, Condominiums, Duplexes, and Apartments. Equipment used in recreational vehicles is not covered.
- G. Cosmetic damage such as, but not limited to scratches, dents, rust, stains. Non-functional parts such as, but not limited to, plastics, finishes, knobs and dials. Expendable or lost items, such as, but not limited to ear buds or head phones. Consumable items; consumable items are defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to. For Consumer Electronics: light bulbs, lamps (unless purchased as additional coverage), and batteries. For all products: Telephone or other lines connecting to the equipment.
- H. In-warranty parts not provided or shipped by the manufacturer. Operational or mechanical failure covered by manufacturer's warranty, manufacturer's recall, improper construction, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise). Defects in the equipment due to the manufacturer's error or improper construction of the equipment.
- I. Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.
- J. Any software, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
- K. Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, cleanings, and convergence.
- L. Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- M. Pre-existing conditions (incurred prior to the effective date of coverage), and known to You.
- N. Equipment where the serial plate attached to the equipment is removed, defaced or made

illegible.

- O. Television or personal computer monitor screen imperfections, including ‘burn in’ or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation unless additional coverage is purchased.
- P. Non failure problems that do not require parts and intermittent issues. Subsequent trip charges may need to be paid by You if a second “no failure found” diagnosis is determined based on the same problem.
- Q. Broadcast grade models are not covered by this program. Repair of resolution (pixels) failure must match the factory minimum standards before an authorized repair occurs. Sealed system failures are considered a manufacturer’s defect and are not covered under this program.
- R. Electronics and PC equipment over 5 years of age.
- S. Installation, removal, or reinstallation of any equipment.
- T. Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

12. **NO LEMON GUARANTEE.** During the term of this contract, when three service repairs, with three separate claim numbers, have been completed on the same component, and that same component requires a fourth repair, as determined by Us, Your product will be replaced with a product of like grade and quality by Us, not to exceed the original retail purchase price. In the event a comparable replacement cannot be located, a buyout, not to exceed the original retail purchase price, will be provided. This does not include repairs necessary during the manufacturer’s warranty period or previous service contract terms. Once you have received your product replacement or buyout all contractual obligations under this Contract have been fulfilled.

13. **CANCELLATION AND REFUND.** You may cancel this contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable).

14. **BUYOUT.** We may elect, at Our option, to buyout the Contract during the coverage term for the lesser of (I) current market value of the product with equivalent specifications or (II) retail price paid for Your product minus sales tax and claims paid. When determining the current market value of a Product of equivalent specifications a fair analysis is completed using current manufacturers’ and distributors’ pricing on comparable products. All contractual obligations are considered fulfilled upon buyout of the product.

15. **STATE VARIATIONS.** Certain states have specific conditions; conditions listed on the front of this form apply to You.

16. **TRANSFERABILITY.** You may transfer this Agreement to any person by sending written notice to: Shadowdancers L.L.C., 130 N Country Club Rd, Ada OK 74820.

17. **NOVATION.** If Shadowdancers L.L.C. assigns another insurance carrier with an “AM Best” industry rating of A- or better under this Contract directly or indirectly, such new insurance carrier will carry the liability under this Contract.

18. **RIGHT TO RECOVER FROM OTHERS.** If we make any payment, we are entitled to recover what we paid from other parties. By accepting settlement of a claim, You transfer to us

your right to recovery against any other party.

19. **COVERAGE AND TERM.** This is not an insurance policy. As the Administrator, Shadowdancers L.L.C. will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Plan. If Your Covered Product needs replacement, You should call 1-866-678-0177 or You may submit Your claim in writing to Shadowdancers L.L.C. , 130 North Country Club Rd, Ada OK 74820. With any correspondence, please provide Your daytime phone number and claim number if applicable. There are some limitations of coverage. You should review the limitations of coverage paragraph for details.

20. **ENTIRE CONTRACT.** This is the entire Contract and no other oral modifications are valid.

21. **LIMITATION OF LIABILITY.** THE DEALER/RETAILER, SERVICE SAVER, INCORPORATED, Shadowdancers L.L.C., THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.

If You have any questions, require customer service, or wish to report a claim, please contact: Shadowdancers L.L.C., 130 N Country Club Rd - Ada OK 74820, or call the toll free number listed on the reverse side of this Contract.

Shadowdancers L.L.C. Replacement Contract Terms and Conditions

SERVICE CONTRACT

This document sets forth the entire Contract between the Service Contract Administrator hereinafter referred to as We, Us and Our, and, the Purchaser as You and Your. No representation, promise or condition herein shall modify these terms. Shadowdancers L.L.C. Solutions, LLC (“Shadowdancers L.L.C.”) is contractually obligated to You to provide service under this Contract where in accordance with, and as allowed by state law.

1. TO OBTAIN AUTHORIZATION FOR REPLACEMENT ON REPLACEMENT CONTRACTS ONLY

- You must obtain authorization prior to the receipt of a replacement product.
- Call the toll free number listed on the reverse side of this Service Contract.
- Have this Contract, Your Contract number, and the original product receipt available.
- Instructions on obtaining replacement will be given.
- Once authorization is obtained You may be required, at Your expense, to return the product to Shadowdancers L.L.C..
- This product is not to be taken to the Retailer.

- At Our determination, You will receive a replacement product of like grade and quality. In all cases where a replacement cannot be made, You will receive reimbursement for the original purchase price, excluding sales tax, delivery and installation.
 - All contractual obligations are considered fulfilled upon product replacement, Reimbursement or Contract term expiration.
 - Shadowdancers L.L.C. reserves the right to replace the product with a remanufactured or Refurbished product.
 - The replacement Product will be mailed to You at no cost.
2. **TERM OF COVERAGE.** Coverage extends from the expiration of the manufacturer's product warranty for the period indicated on the reverse side of this Contract.
 3. **LIMIT OF LIABILITY.** Maximum liability under this Contract shall be the cost of: (I) one replacement with a Product of comparable value or (II) reimbursement of the retail price paid for the products minus the sales tax. This Contract provides for only the one-time replacement of the product with another product of like grade and quality. This Contract will expire at the time of this replacement or reimbursement for replacement or term expiration. Shadowdancers L.L.C. reserves the right to replace the product with a remanufactured or refurbished product.
 4. **DEDUCTIBLE.** No deductible applies to this Contract.
 5. **RENEWABILITY.** This Contract is not renewable.
 6. **LIMITATIONS OF COVERAGE – This Contract Does Not Cover:**
 - Any equipment located outside the United States.
 - Damage or other equipment failure due to causes beyond Our control including, but not limited to, repairs necessary due to operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, accident, mishandling, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, unusual atmospheric conditions, or acts of war or acts of God.
 - Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used. Any installation that prevents normal service. Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment.
 - Equipment used in an industrial or commercial setting. An industrial or commercial setting is defined as anything other than a single family dwelling. Single family dwellings include: Houses, Townhouses, Modular Housing, Condominiums, Duplexes, and Apartments. Equipment used in recreational vehicles is not covered.
 - Cosmetic damage such as, but not limited to scratches, dents, rust, stains. Non-functional parts such as, but not limited to, plastics, finishes, knobs and dials. Expendable or lost items, such as, but not limited to ear buds or head phones. Consumable items; consumable items are defined as any part that is considered consumable by the manufacturer and/or any item that is designed to be consumed (wear out) during the life of the product, regardless if it is consumer replaceable or not. Consumable items include, but are not limited to. For Consumer Electronics: light bulbs, lamps and batteries. For all products: Telephone or other lines connecting to the equipment.
 - In-warranty parts not provided or shipped by the manufacturer. Operational or mechanical failure covered by manufacturer's warranty, manufacturer's recall, improper construction, or factory bulletins, (regardless of whether or not the manufacturer is doing business as an ongoing enterprise). Defects in the equipment due to the manufacturer's

error or improper construction of the equipment.

- Consequential damages as a result of malfunctioning of or damage to an operating part of the covered equipment, or damages as a result of any repairs or replacements under this agreement. Damages caused by delays in rendering service or loss of use during the period that the product is at the authorized service center or otherwise awaiting parts are not covered. You are responsible for creating backups of all Your data and software on a regular basis.
- Operational or mechanical failure which is not reported prior to expiration of this Contract or within 30 days of product failure.
- Any software, including but not limited to, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation or reinstallation of any software or data.
- Equipment sold without a manufacturer's warranty or sold "as is". Refurbished products with less than an original ninety (90) days manufacturer's parts and labor limited warranty. Refurbished equipment with an original 90 day warranty must have at least 30 days remaining in that warranty to qualify for coverage. New products with less than thirty (30) days left on the original manufacturer's warranty.
- Normal, periodic or preventative maintenance, including but not limited to customer education, adjustments, cleanings, and convergence.
- Loss or damage as a result of violation of existing federal, state and municipal codes including repairs to products not complying with said codes.
- Pre-existing conditions (incurred prior to the effective date of coverage), and known to You.
- Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- Television or personal computer monitor screen imperfections, including 'burn in' or burned CRT phosphor, caused by video games, prolonged display of one or more signal(s), or other abuse. All display products that are used in an application that requires continuous and/or business operation unless additional coverage is purchased.
- Electronics and PC equipment over 5 years of age.
- Installation, removal, or reinstallation of any equipment.
- Any cost recoverable under any other warranty, guarantee, or under an insurance policy (in such case, this Contract will cover any applicable deductible).

7. **CANCELLATION AND REFUND.** You may cancel this contract at any time for any reason. If You cancel this Contract within sixty (60) days of the date purchased You will receive a refund of the full purchase price less any claims. If You cancel this Contract thereafter, You will be refunded the remaining days of coverage on a monthly prorated basis, less costs for service performed (if applicable).
8. **STATE VARIATIONS.** Certain states have specific conditions; conditions listed on the front of this form apply to You.
9. **TRANSFERABILITY.** You may transfer this Agreement to any person by sending written notice to: Shadowdancers L.L.C., 130 N Country Club Rd - Ada OK 74820.
10. **NOVATION.** If Shadowdancers L.L.C. assigns another insurance carrier with an "AM Best" industry rating of A- or better under this Contract directly or indirectly, such new insurance

carrier will carry the liability under this Contract.

11. **RIGHT TO RECOVER FROM OTHERS.** If we make any payment, we are entitled to recover what we paid from other parties. By accepting settlement of a claim, You transfer to us your right to recovery against any other party.
12. **COVERAGE AND TERM. This is not an insurance policy.** As the Administrator, Shadowdancers L.L.C. will assist You in understanding Your warranty and coverage benefits from the day You purchase Your Plan. If Your Covered Product needs replacement, You should call 1-866-678-0177 or You may submit Your claim in writing to Shadowdancers L.L.C. , 130 N Country Club Rd - Ada OK 74820. With any correspondence, please provide Your daytime phone number and claim number if applicable. The expiration date and price of this Contract are listed on the face of this Contract. There are some limitations of coverage. You should review the limitations of coverage paragraph for details.
13. **ENTIRE CONTRACT.** This is the entire Contract and no other oral modifications are valid.
14. **LIMITATION OF LIABILITY. THE DEALER/RETAILER, SERVICE SAVER, INCORPORATED, Shadowdancers L.L.C., THEIR AGENTS, CONTRACTORS OR LICENSEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOST DATA RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COVERED EQUIPMENT. EXCLUSION IS MADE OF ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES MADE HEREIN.**

If You have any questions, require customer service, or wish to report a claim, please contact: Shadowdancers L.L.C., 130 North Country Club Rd - Ada OK 74820, or call the toll free number listed on the reverse side of this Contract.