

Fusion3:

F400: 1 Year Advanced Exchange Service & Support Agreement

THE SERVICES DESCRIBED IN THIS AGREEMENT ARE FOR PRODUCT ISSUES COVERED BY YOUR FUSION3 LIMITED HARDWARE WARRANTY (see https://fusion3design.com/warranty_service/). BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU ("CUSTOMER") AGREE TO BE BOUND BY AND ACCEPT 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 FUSION3 (INCLUDING WITHOUT LIMITATION, FUSION3'S STANDARD KEY CUSTOMER PURCHASE AGREEMENT) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, FUSION3'S STANDARD "U.S. CONSUMER TERMS OF SALE-DIRECT" FOR CUSTOMERS PURCHASING DIRECTLY FROM FUSION3 OR "FUSION3'S THIRD PARTY PURCHASER END-USER AGREEMENT" FOR CUSTOMERS PURCHASING THROUGH A THIRD PARTY (See <http://www.Fusion3.com/terms>). THIS AGREEMENT IS BETWEEN YOU AND FUSION3 DESIGN, LLC. OR THE APPLICABLE STANDARD FUSION3 TERMS AND CONDITIONS ("FUSION3" OR "OUR"). ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR THE APPLICABLE STANDARD FUSION3 TERMS AND CONDITIONS. **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

Products Covered ("Product"): References to "Product(s)" in this Agreement mean Fusion3-branded hardware that is sold as new, purchased in the United States, and in a standard configuration(s) at the time of purchase. The Product covered by this Agreement is described in your Product's invoice or on the information page included with your copy of this Agreement. The Product's invoice or the information page are incorporated into this Agreement. Excluded from this Agreement are software, consumables and any additional items (not identified above) sold by Fusion3. The Product covered under this Agreement is described in your Product's invoice.

Scope of Services: The services described in this Agreement are for product issues covered by your Fusion3 Limited Hardware Warranty (see https://fusion3design.com/warranty_service/) Note that issues attributable to software are among the issues that are not covered by your Limited Hardware Warranty. The service type, term, and the covered Product you have purchased is recorded on the Customer invoice or on the information page included with your copy of this Agreement. THIS SERVICE AGREEMENT APPLIES IF CUSTOMER HAS PURCHASED THE FUSION3 ADVANCED EXCHANGE SERVICE & SUPPORT PLAN. For purposes of this Agreement, all references to time mean the Customer's local time, unless otherwise stated. Unless otherwise specified, references to the United States include the continental United States, Alaska, Hawaii, and Puerto Rico for Parts Only service, the continental United States, Alaska, and Hawaii for Advanced Exchange, Mail-In, and Rapid Return for Repair services. Service Agreements on plasma not available outside the continental United States.

Diagnosis or Troubleshooting Required: Diagnosis or troubleshooting under your Fusion3 Limited Hardware Warranty (see https://fusion3design.com/warranty_service/) is required prior to receiving service under this Agreement, and diagnostic and troubleshooting steps like those outlined in the "How to Use Your Service" section of this Agreement are

an essential aspect of reaching the right resolution for your issue. Those steps may require more than one call or an extended session, and you may be asked to access the inside of your Product where safe to do so. If your Product's issue is covered by Fusion3's Limited Hardware Warranty and that issue is not resolved remotely, then, following completion of diagnosis or troubleshooting, service will be performed as further described under this Agreement.

Fusion3 is not obligated to repair any Product or Product component in the following instances:

- a. damage resulting from accident, misuse, or abuse of the Product or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, unapproved supplies, or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Fusion3 (or its representatives);
- b. damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes;
- c. failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning);
- d. repairs due to excessive use, wear and tear;
- e. the loading of software, software configurations or any data files;
- f. the moving of the Product from one geographic location to another or from one entity to another; or
- g. where Fusion3 determines there is no trouble found (e.g., the error cannot be re-created).

This Agreement does not apply to Products returned to Fusion3's facility using procedures other than those set forth herein, and neither Fusion3 nor the carrier can be responsible for damage caused during transit of the Product to the carrier.

With regard to any services that are not within the coverage of this Agreement ('Out of Warranty Services'), it will be within Fusion3's discretion whether to perform the services, and, if Fusion3 elects to perform the services, the services will be subject to an additional charge to be paid by Customer that may include parts, labor and appropriate travel expense. Failure to timely pay for such Out of Warranty Services may result in suspension of Customer's service under this agreement.

IF YOUR PRINTER REQUIRES REPLACEMENT OF A USER-SERVICEABLE PART or PARTS.

Fusion3 will provide on an exchange basis replacement parts for Fusion3 Products covered under this Agreement when a part in a covered Product requires replacement under the terms of your Fusion3 Limited Hardware Warranty. Customer must report via phone each instance of Product failure to Fusion3 hardware warranty support and Fusion3 will confirm the diagnosis over the phone. If, after remote diagnosis and troubleshooting, Fusion3 determines that a dispatch is necessary, then Fusion3 will send parts to Customer, usually in 1 or 2 business days following remote diagnosis. Fusion3 will schedule a site visit at a time convenient with the customer within 3 business days to make the necessary repair. ***THIS PARTS ONLY SERVICE DOES NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, INCLUDING ACCIDENT, PROBLEMS WITH ELECTRICAL POWER, SERVICING BY UNTRAINED PEOPLE OR NOT IN ACCORDANCE WITH FUSION3'S PROCEDURES, ABUSE AND MISUSE.***

IF YOUR PRINTER HAS A MATERIAL FAILURE THAT REQUIRES REPLACEMENT OF THE ENTIRE PRINTER:

Please refer to the applicable Fusion3 warranty that came with your product.

Limits of Support Services. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE. This Agreement extends only to uses for which the Product was designed. The services Fusion3 agrees to provide under this Agreement are repair services that are necessary to address issues covered by your Fusion3 Limited Hardware Warranty for the Product or Product component that is 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 Fusion3 (or its representatives) are not included. Fusion3 is not liable for any failure or delay in performance due to any cause beyond Fusion3's control.

HOW TO USE YOUR SERVICE

Customer's Responsibilities. To receive service and support, you are responsible for complying with the following:

- 1. Valid Service Contract.** Payment terms are within Fusion3's sole discretion, and, unless otherwise agreed to by Fusion3, Fusion3 must have received payment for services within 30 days of the date of invoice. Customer shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period. If Customer is currently not entitled to service, then Customer should submit a valid credit card number to purchase appropriate service for the Product.
- 2. Requesting Service.** Be prepared to provide the following information to the technician when requesting this Service:
 - a. Product invoice and serial numbers;
 - b. Product type and model numbers;
 - c. the error message received and when it occurs;
 - d. what tasks or functions were being processed or implemented when error occurred; and
 - e. what steps, if any, were taken to solve the problem.
- 3. Call For Assistance.** Diagnosis or troubleshooting under your Fusion3 Limited Hardware Warranty (see www.Fusion3.com/warranty) is required prior to receiving service under this Agreement. For service support call the following number, open Monday through Friday, 9am to 6pm Eastern Time, except for regularly observed holidays.
 - Fusion3 Customer service (US & Canada): 877-452-0010
- 4. Cooperate with the Technician.** Experience shows that most Product problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician's directions.

5. **Parts Only Procedure.** If it is determined that the problem can be resolved via a user replaceable part, Customer may receive replacement parts in accordance with this Section. Fusion3 will replace any defective part with new or refurbished parts, if Fusion3 agrees that it needs to be replaced. Customers must return the defective part to Fusion3. Fusion3 will pay to ship the part to the Customer if Customer uses an address in the United States, (excluding Puerto Rico and U.S. possessions and territories). Otherwise, Fusion3 will ship the part freight collect. Fusion3 will also include a prepaid shipping container with each replacement part for Customer's use in returning the replaced part to Fusion3. Customer must use the prepaid shipping container to return the defective part to Fusion3.
6. **Advanced Exchange Terms for All Service Levels.** Fusion3 may offer to provide a replacement part ("**Replacement Item**") to a Customer on an Advanced Exchange basis, regardless of the original level of service purchased by the Customer. Before providing an Advanced Exchange, Fusion3 may require a valid credit card number and credit authorization or payment for the Replacement Item from you prior to sending you such Replacement Item. We will not charge your credit card for the Replacement Item, or we will refund your payment for such Replacement Item as long as: 1) you return the original part or product to us within 10 days of your receipt of the Replacement Item and 2) we confirm that your product issue is covered under the Fusion3 Limited Hardware Warranty. If we do not receive your original part or product within 10 days, we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, will not refund your payment. If upon receipt of your original part or product, we determine that your product issue is not covered under the Fusion3 Limited Hardware Warranty, then you will be given the opportunity to return the Replacement Item, at your sole expense, within ten (10) days from the date we contact you regarding the lack of coverage for your issue, and if you do not return the Replacement Item, then we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, then we will not refund your payment. If you require a Replacement Item but do not wish to provide credit authorization or payment pursuant to this paragraph, you will not receive an Advanced Exchange, but you can receive a Replacement Item by first returning the original part or product to Fusion3.
7. **Parts and Product Ownership.** All service parts removed from Customer's Product and any original products for which Customer received a replacement product become the property of Fusion3. Customer is obligated to pay at the then-current standard Fusion3 price for any service parts removed from Customer's Product and any original products for which Customer received a replacement product that are not properly returned to Fusion3 by Customer. **IF YOU FAIL TO PAY FUSION3 FOR ANY PART OR PRODUCT, THEN FUSION3 MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY FUSION3 PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part or product will not toll the term of your warranty or service, and such warranty or service will still expire in accordance with its original term.
8. **Parts.** Fusion3 uses new, used, and reconditioned parts made by various manufacturers, and the parts provided to Customer may be new, used or reconditioned.

IMPORTANT ADDITIONAL INFORMATION

Notices. Any written notices provided by you to Fusion3 must be sent to the following address: (Fusion3 Design LLC 400 N Raleigh St, Greensboro, NC 27401 , Attn: Service and Support Department.

Claims of Confidentiality or Proprietary Rights. Customer agrees that any information or data disclosed or sent to Fusion3, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

Renewal and Upgrades. Prior to the expiration of this Service Agreement, Customer may upgrade the Service Type or extend the term based on available options then in effect in accordance with Fusion3's then-current procedures. Any upgrades will not apply to conditions existing with the Product prior to the effective date of the upgrade.

Cancellation. YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO FUSION3 AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. FUSION3 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. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED. CANCELLATION OF EXTENDED WARRANTIES OR ADDITIONAL SERVICES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND MAY REQUIRE RETURN OF THE COMPLETE PRODUCT.

FUSION3 MAY IMMEDIATELY CANCEL THIS AGREEMENT AND YOU WILL NOT BE ENTITLED TO A REFUND IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, IF YOU FAIL TO PROPERLY RESTRAIN A PET, IF YOU THREATEN OUR TECHNICIAN EITHER VERBALLY OR PHYSICALLY, IF YOUR LOCATION OR THE GENERAL AREA WHERE THE PRODUCT IS LOCATED IS INFESTED WITH INSECTS, RODENTS, PESTS, BIOHAZARDS, HUMAN OR ANIMAL EXCREMENT AND/OR CHEMICALS AS REASONABLY DETERMINED TO BE UNSAFE BY OUR TECHNICIAN.

Neither Fusion3 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 Fusion3's discretion whether to perform the services, and, if Fusion3 elects to perform the services, the services will be subject to an additional charge to be paid by you.

Transfer of Service Description. Subject to the limitations set forth in this Service Agreement, Customer may transfer this Agreement to a third party who buys Customer's entire Product before the expiration of the then current service term, provided Customer is the original purchaser of the Product and this Agreement, or Customer purchased the Product and this Agreement from its original owner (or a previous transferee) and complied with all the transfer rules set forth in this Agreement. A transfer fee may apply.

To Transfer This Agreement:

- Contact Fusion3 Customer Service at (Phone Number)
- Or Send an e-mail with the following to: sales@fusion3design.com

Geographic Limitations. The services described in this Service Agreement will only be available to original purchasers of the Product located within the United States as determined by Fusion3, and to any person who receives this Service Agreement through a transfer from the original buyer in accordance with Fusion3's transfer procedures. Some services may be limited to the product's original shipment location.

The services may not be available on all products in all locations, and additional charges, terms, and conditions may apply in certain locations. If Customer elects not to pay such additional charge, Fusion3 may change Customer's Service Type to a Service Type that is available at such price or a lesser price in such new location with no refund available. Service Agreements on plasmas are not available outside the continental United States.

Assignment. Fusion3 reserves the right to assign its right and obligations under this Agreement to a qualified third party designated by Fusion3 without notice to Customer. In the event of such an assignment, Fusion3 will no longer be responsible for any performance obligations under this Agreement or any other liability associated with this Agreement.

Warranty Exclusion. Fusion3 makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose. Fusion3 expressly disclaims all warranties.

Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND FUSION3 arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement, Fusion3's advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

Binding Arbitration. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND FUSION3, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN FUSION3'S U.S. TERMS OF SALE (see www.Fusion3.com/terms).

LIMITATION OF REMEDY. YOUR EXCLUSIVE REMEDY AND FUSION3'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE PRODUCT OR COMPONENTS IN ACCORDANCE WITH THIS AGREEMENT. IF FUSION3 IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND FUSION3'S 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 FUSION3 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 PRODUCT, 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 (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

Neither Fusion3 nor Customer 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.

Entire Agreement. This Agreement is the entire agreement between Customer and Fusion3 with respect to its subject matter and none of Fusion3's employees or agents may orally vary the terms and conditions of this Agreement.

State-Specific Provisions. The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below.

- Alabama, Georgia and Kentucky Customers. The obligations of Fusion3 under this Agreement are backed by the full faith and credit of Fusion3.
- California. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within 30 days of receipt of this Agreement, you will receive a full refund if no claims have been made against the contract. If any claim has been made against the contract, then you will receive a pro-rata refund based on the retail value of any service performed. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Illinois Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Florida Customers. The terms stated in this paragraph are specific to permanent residents of Florida who purchase both the hardware and this Agreement for personal, family or household purposes. If you are not a permanent resident of Florida at the time you purchase the hardware and this Agreement for personal, family or household purposes, then you are not eligible for these rights and/or remedies. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. In the event you cancel this Agreement, you are entitled to a refund, which shall be based upon 90 percent of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on your behalf. In the event the contract is canceled by Fusion3, the refund shall be based upon 100 percent of the unearned pro-rata purchase price. Arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing at the time a claim is asserted or a demand for arbitration is made that both parties want the arbitration to be binding. This Agreement shall be governed by the laws of the State of

Texas; however, to the extent such governing law is expressly prohibited by Florida's laws governing service warranty associations in certain instances, then the laws of Florida shall govern in such instances. No fees for service transfer or downgrading due to geographic limitations apply. If service downgrades are required as a result of transferring the hardware to a new location, then you may cancel this Agreement and receive a pro-rata refund as set forth immediately above. Fusion3 Design, LLC is a licensed service warranty association in Florida, and it is the issuer of this Agreement.

- Hawaii Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Fusion3 under this Agreement are backed by the full faith and credit of Fusion3.
- Maine Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Fusion3 shall refund to the Agreement holder, or credit the account of the Agreement holder for the full purchase price of the Agreement and any sales tax refund required by state law. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Fusion3. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. After the applicable twenty (20) or ten (10) day period has lapsed or if a claim has been made under the Agreement during that time period, you may cancel the Agreement and we will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply. If Fusion3 cancels this Agreement, Fusion3 shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least fifteen (15) days prior to cancellation by Fusion3 and the notice will state the effective date of the cancellation and reason for the cancellation. If this Agreement is cancelled by Fusion3 for a reason other than non-payment of the provider fee, Fusion3 will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply upon cancellation by Fusion3. Obligations of the provider under this Agreement are backed by the full faith and credit of Fusion3.
- Massachusetts Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Fusion3 shall refund to the Agreement holder, or credit the account of the Agreement holder or other payer of record, if different, for the full purchase price of the Agreement. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Fusion3. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount

of the refund due and owing to you. If Fusion3 cancels this Agreement, Fusion3 shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least five (5) days prior to cancellation by Fusion3. Prior notice is not required if Fusion3 cancels due to: nonpayment; a material misrepresentation; or a substantial breach of duties by the service contract holder relating to the covered product or its use. Obligations of the provider under this Agreement are backed by the full faith and credit of Fusion3.

- Montana Customers. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider.
- Nevada Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after twenty (20) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price. We may cancel this Agreement for any reason within seventy (70) days after your receipt of this Agreement. We may cancel this Agreement thereafter only if:
 - You fail to pay an amount when due;
 - You are convicted of a crime that results in additional service under this Agreement;
 - It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
 - It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
 - A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If we cancel or suspend this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation or suspension, which will not be less than fifteen (15) days after the date we send you the notice of cancellation or suspension, and you will have the right to contact us to cancel the contract in lieu of suspension. In addition, in the case of cancellation, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. If we fail to deliver to you within forty-five (45) days any unearned premium to which you are entitled as provided above, you will be entitled to an additional amount equal to 10% of the Total Price for every thirty (30) days such refund is delayed beyond the 45-day period. You are not required to pay a deductible to receive the service. The service covers only the types of defects expressly identified in this Agreement. Any other defects in the hardware existing prior to the date of this Agreement are not covered by the service. Repairs initiated or completed without Fusion3's prior approval will not be covered under this service contract. Fusion3 Design, LLC is the provider of this Agreement. The obligations of Fusion3 under this Agreement are backed by the full faith and credit of Fusion3 Inc. This Agreement shall be governed by the laws of the State of Nevada. Fusion3 may assign its administrative obligations to a third party that is registered in Nevada but may not transfer its provider obligations unless the new provider files its own service contract in compliance with NEV. REV. STAT. ANN. §§ 690C.010, *et seq.*

- New York Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Fusion3 under this Agreement are backed by the full faith and credit of Fusion3. In addition to the services specified under this Agreement, Fusion3 will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Fusion3's Limited Hardware Warranty (see https://fusion3design.com/warranty_service/) including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Fusion3's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Fusion3's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
- North Carolina Customers. You are entitled to written notification before the sale of a service agreement that the purchase of a service agreement is not required either to purchase or obtain financing on the covered hardware. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Oregon Customers. The obligations of Fusion3 Design, LLC under this Agreement are backed by the full faith and credit of Fusion3 Inc. The contact information for both Fusion3 Design, LLC and Fusion3 Inc. is One Fusion3 Way, 5508 Deer Forest Dr, Greensboro, NC 27406. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Oregon law. Those laws may give you certain rights, such as a right to exhaust internal appeals prior to arbitration and a right to arbitrate in Oregon (unless you and Fusion3 agree otherwise) with Oregon law as the governing law. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Oregon's laws governing service contract obligors in certain instances, then the laws of Oregon shall govern in such instances.
- Oklahoma Customers. Fusion3 Inc. shall be considered the obligor on the service obligations hereunder.
- South Carolina Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement, we will send you written notice of the cancellation at least fifteen (15) days prior to the effective date of cancellation. The obligations of Fusion3 under this Agreement are backed by the full faith and credit of Fusion3. If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.
- Texas Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your

cancellation, we are liable to you for a penalty of no more than 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Fusion3 under this Agreement are backed by the full faith and credit of Fusion3. Any unresolved complaints concerning Fusion3 or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 4636599 or (800) 803-9202 (within Texas).

- Washington Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Fusion3 under this Agreement are backed by the full faith and credit of Fusion3. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Washington law. Those laws, including Wash. Rev. Code 48.110.070(14) and the state Uniform Arbitration Act (Wash. Rev. Code 7.04A *et seq.*), may give you certain rights, such as a right to arbitrate in Washington at a location in closest proximity to your permanent residence (unless you and Fusion3 agree otherwise).
- Wisconsin Customers. **This warranty is subject to limited regulation by the Office of the Commissioner of Insurance.** Fusion3 Inc. shall be considered the obligor on the service obligations hereunder.
- Wyoming Customers. The arbitration provisions in this Agreement shall apply to the extent those provisions are not expressly prohibited by Wyoming law. To the extent required by Article 19, Section 8 of the Constitution of the State of Wyoming, arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing that both parties want the arbitration to be binding. The final determination in any proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Sections 1-36-101 to -119 of the Wyoming Statutes. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Wyoming's laws governing service contract providers in certain instances, then the laws of Wyoming shall govern in such instances. If you cancel this Agreement within twenty (20) days of the date the service contract was mailed to you or within ten (10) days of the delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Fusion3 shall refund to the Agreement holder, or credit the account of the Agreement holder, the full purchase price of the service contract. The right to void this Agreement as provided in this subsection is not transferrable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to its return to Fusion3. A 10% penalty per month shall be added to a refund that is not paid within 45 days after return of the service contract. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the invoice date or other start date noted on your invoice or information page until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation. If Fusion3 cancels this agreement, Fusion3 shall mail a written notice to the holder of this Agreement at the last known address of such holder that is contained in our records at least ten (10) days prior to cancellation by Fusion3, and the notice shall state the effective date of the cancellation and the reason for the cancellation. Prior notice is not required if Fusion3 cancels due to non-payment of the provider fee, a material misrepresentation by the Agreement holder to Fusion3, or a

substantial breach of duties by the Agreement holder relating to the covered product or its use, The obligations of the provider under this service contract are backed by the full faith and credit of the provider.

Terms and Conditions: Fusion3 is pleased to provide these services to Consumers in accordance with this Service Description and the applicable "Fusion3 Terms of Sale" at https://fusion3design.com/warranty_service/.

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