



# Terms & Conditions

**CONGRATULATIONS** on your decision to purchase one or more of the support offerings under the Palm, Inc. (referred to as "Palm") Escalation Support program (referred to as "Program"). Prior to your Program taking effect, you will be asked to complete a Customer Information Document (CID) and to confirm that you have read and agree to the terms and conditions set forth in this Agreement. Once we receive your confirmation, you will receive a Customer Identification number that you will use for entitlement to the support offerings you purchased.

**1. PROGRAM OVERVIEW.** The Palm Escalation Support program entitles your designated entity to receive from Palm technical phone or e-mail escalation support for Palm and other authorized hardware or hardware accessories and select software products. Training is included in the Program so that, once trained, your support team can provide support to your users. Hardware replacement is offered under this Program, either through Advance Hardware Replacement with Support\*, or through Hardware Replacement 10-Packs.\*\*

The support products purchased under this Program shall be governed by this Agreement. All products are currently available only in the United States. 5 x 12 hours of support are from 6:00 a.m. to 6:00 p.m. Pacific time.

Training	1-6 Participants or 1-12 Participants
Escalation Support with or without Advance Hardware Replacement**	5 x 12 or 7 x 24
Escalation Support - 25, 50, or 100 Incidents without hardware replacement	5 x 12 or 7 x 24
Hardware Replacement	10-Packs

\*Minimum support purchase: 500 handhelds

\*\*Purchase of Hardware Replacement 10-packs must be accompanied by one or more service offerings under the Palm Escalation Support program

\*\*\*Advance Hardware Replacement subject to change to Repair and Return

**2. TERM.** The term of this Agreement is one year from the date your support personnel successfully complete Training, described below. Additional support options purchased during the term of this Agreement will be coterminous with this Agreement or, in the case of incident packs, upon their separate expiration.

**3. SUPPORT.** Escalation Support provided under this Agreement is defined as Level 2 and Level 3 technical escalation support delivered to your authorized support organization via phone or e-mail. Level 2 and 3 support may also be delivered via a web knowledgebase. Technical support generally does not include step-by-step installation instructions, unless otherwise specified.

Level 2 and 3 support excludes all support situations covered in the Training. These matters are the responsibility of your internal support team.

In performing support services, Palm will attempt to resolve within a reasonable time all problems presented. However, some problems may not be solvable and you agree that Palm will not be liable for any failure to resolve any particular problem within any particular time period. Further, you acknowledge that Palm is providing support for designated products but that other products which work with the designated products, such as PCs, are not supported by Palm although they may be the root cause of a reported problem.

**4. ESCALATION SUPPORT INCIDENT PACKS.** Support Incident Packs are available in quantities of 25, 50, or 100 incidents. If you purchase Support Incidents under this Program, you are entitled to receive the selected escalation support described above for a particular number of incidents, as opposed to all incidents during a particular time period. Incident Packs do expire over time depending upon the Incident Pack purchased.

An "incident" is defined as a single technical issue that results in a request for escalation support. Once a Palm Escalation Support Engineer provides you with a solution, closes the case, and the case is not reopened during the 5 days following the date the solution is provided, the incident is considered resolved and the case closed.

**5. TRAINING.** You are responsible for providing technical support for Palm and other designated devices and software to users within your company. Therefore, your helpdesk support team must successfully complete Palm Escalation Support program training before Palm begins providing Escalation Support. Once Training is successfully completed, your one-year Agreement term officially begins. It is your responsibility to maintain proficiency within your support organization. Palm reserves the right to suspend its support obligations if it reasonably believes the support being provided by your support team is inadequate, thereby resulting in excessive improper escalation of incidents to Palm support.

## 6. HARDWARE REPLACEMENT.

**Advance Hardware Replacement.** The Advance Hardware Replacement option allows a replacement unit to be shipped to your designated site or individual in advance of the return to Palm of a covered device that has become unusable. Authorized devices are those that you identified when you purchased this option. You agree that, if you wish to cover additional devices under this option, you will pay the applicable additional amount for each additional device. Palm may use either reconditioned or new units as replacement units at its sole option.

Advance Hardware Replacement orders for all currently covered models – except Palm VII – placed before 5:00 p.m. Pacific time will be shipped to arrive at your designated site the next business day. Orders received after 5:00 p.m. Pacific ship the following business day. Shipping times are Palm's goal but are subject to availability and standard force majeure provisions; Palm shall not be liable for any failure to ship within the specified time periods.

Palm VII hardware replacement orders must be received before 4:00 p.m. Pacific time to be shipped for next business day delivery. Orders received after 4:00 p.m. Pacific shipped for receipt the next business day. Shipping times are Palm's goal but are subject to availability and standard force majeure provisions; Palm shall not be liable for any failure to ship within the specified time periods.

The unusable product must be returned in an acceptable condition to Palm within 15 calendar days from the date your designated site or individual receives the replacement unit. You are responsible for preserving your data on the device before sending it to Palm; Palm will not capture or retrieve your data.

If the unit is not returned within the 15 calendar days, or is returned in an unacceptable condition, you agree to pay to Palm directly the then current SRP for the same or a like product. "Unacceptable" means there is visible abuse to the unit. Examples include: the unit is crushed, chewed, mangled, split, taken apart, etc. Failure to pay the price may result in suspension of the Program.

If more than 15% of the units returned to Palm for replacement during Agreement term are diagnosed by Palm's authorized Service Center as "No Trouble Found," you may be alerted by Palm that we may investigate the cause. If the cause is determined to be the result of improper troubleshooting and diagnosis by your support group, Palm reserves the right to suspend operation of the Program until your team's support performance issue is resolved. Should repeated incidents of excessive improper returns occur, you agree to pay Palm's reasonable expenses involved in handling and diagnosing those units in excess of the 15% figure.

**Hardware Replacement 10-Packs.** This option allows you to purchase 10-packs of refurbished units of the same model. These units are to be used by you as replacements for unusable product and are not separately warranted by the Palm Escalation Support Program. Purchase of Hardware Replacement 10-packs must be accompanied by one or more service offerings provided under the Palm Escalation Support program. There is a limit on the number of 10-pack purchases a customer can make which is capped at ten (10) 10-packs per customer or .1% of the number of handheld devices supported under the Escalation Support Program, whichever is lesser. Any exceptions must be approved through Palm Sales Administration. 10-pack purchase is subject to product availability.

## 7. EXCLUSIONS AND LIMITATIONS OF LIABILITY.

**To the full extent allowed by law, Palm excludes for itself and its suppliers any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special, or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure of Palm products, or interruption of Program, even if Palm or its authorized reseller have been advised of the possibility of such damages. In no event will Palm's entire liability under this Agreement exceed the purchase price paid for the Program. Your sole and exclusive remedy for any breach of this Agreement by Palm shall be to terminate the Agreement after notice to Palm and expiration of a 30 day cure period during which the alleged breach remains uncured and to receive a pro-rata refund for any unused services**

**8. CUSTOMER'S VENDOR.** By purchasing your support products from a Palm reseller, and not from Palm directly, you agree that failure to pay the reseller for the services purchased will be grounds for Palm's suspension and/or termination of this Agreement.

**9. ENTIRE AGREEMENT.** This document represents the complete understanding between you and Palm related to any Service Products described herein which you may purchase from time-to-time. It supercedes all prior discussions, statements, letters, brochures or any other statement or document, whether from Palm or your Vendor. No additional or different terms in any document from you or Palm will have any effect. This Agreement may only be modified in written instrument signed by both parties, provided however that Palm may offer additional Service Products which, if purchased, will be governed by this Agreement.



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