



# On Site Warranty

## Warranty Description

### A. Service Overview

CyberD is pleased to provide On Site Warranty (the “**Warranty**” or “**Warranties**”) in accordance with this Warranty Description.

This Warranty provides Customers with on site replacement of physically faulty parts normally covered by the Return to Base Warranty with no call out charges. Additional categories of Warranty may be available from time to time and CyberD may discontinue certain Warranty without further notice. Please contact your CyberD sales representative or a CyberD technical support specialist for a current list of available Warranties.

Warranty Cover	Description of Warranty
<p><b>Hardware Failure</b> CyberD Supplied Hardware</p>	<p>On site replacement of faulty component part where the replacement is economically viable normally within two working days based on availability of component stock levels. The replacement component will be tested by a competent engineer on site and demonstrated to be working correctly to a representative of the customer.</p> <p><b>Component Parts Covered:</b></p> <ul style="list-style-type: none"> <li>• PCs</li> <li>• Power Supplies</li> <li>• Monitors</li> <li>• Touch Screens</li> <li>• Keyboards</li> <li>• Trackballs</li> <li>• Routers and Modems</li> <li>• Printers</li> <li>• Internal Cabling</li> <li>• Locks</li> <li>• Hinges</li> <li>• Gas Struts</li> <li>• Kiosk Enclosure Panels</li> <li>• Other Peripherals supplied and fitted by CyberD unless agreed otherwise at time of purchase.</li> </ul>

Please read this Warranty Description carefully and note that CyberD reserves the right to change or modify any of the terms and conditions set forth in this Warranty Description at any time.

### B. Terms & Conditions Overview

This agreement (“**Agreement**” or “**Service Description**”) is made between the customer (“**you**” or “**Customer**”) and the CyberD entity identified on Customer’s invoice. By purchasing this Warranty from CyberD, Customer agrees to be bound by all terms and conditions set forth in this document. Customer agrees that renewing, modifying, extending or continuing to utilize the Warranty beyond the initial term is subject to the then-current Warranty Description available for review from your CyberD sales representative.



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## C. Support Services

This Warranty provides expanded technical on site warranty during the hardware warranty period applicable to Customer's Warranted Product(s).

## D. Supported Products

This Warranty is available on CyberD Opti-Wall, Opti-Line, Multi-Line, Tri-Line, Arc-Line, Eagle, Eagle Wall, Info-Touch, AFL Wall, Tri-Lite, Desktop Display, Desktop Lite MM and Desktop Medical systems and peripherals supplied with these systems, which are purchased in a standard configuration. This Service may be available on additional products. Please contact your CyberD sales representative or a CyberD technical support specialist for a current list of Warranted Products.

A separate warranty agreement must be purchased by the Customer for each Warranted Product. For example, two Opti-Wall kiosks the not covered by a single warranty contract: each kiosk will each need their own warranty contract.

## E. Warranty Procedures & CyberD Responsibilities

**Receiving Warranty Cover.** Customer, or persons authorized by Customer, should call CyberD Technical Support to receive cover. A CyberD technician will ask for Customer's order number or other suitable identification if that is not available, Customer's location, relevant hardware brands and model or version numbers. To receive Warranty Cover, Customer must confirm that Customer has full access to the hardware that is the basis of the problem.

### Step One: Call for Assistance

- Contact CyberD Technical Support using the telephone number shown on the metal decal attached to your hardware or on the accompanying paperwork supplied by CyberD at time of delivery.
- Call from a location which includes physical access to the Warranted Product.
- Provide information as requested by the technical support agent. The analyst will verify Customer's Warranted Product, applicable Warranty Description and confirm any expiration of Warranty.

### Step Two: Assist with Phone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer has already taken to attempt to solve the problem.
- The technical support agent will guide the Customer through a series of troubleshooting steps to help diagnose the issue.

### Step Three: On Site Replacement

- If the phone-based troubleshooting identifies the issue requires replacement components this will be arranged and a competent engineer will visit the site with a replacement of the identified faulty component. Should additional components be found to be faulty during this visit they will be replaced subject to availability during that visit or an additional site visit will be arranged.
- If during a site visit to replace faulty parts the engineer finds no faults with the system a call out charge will be made to the customer unless an alternative active maintenance agreement with CyberD is in place.



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**Service Availability.** This Warranty Cover is available during local business hours; excluding local national holidays.

**Call Number.** Customer must maintain the confidentiality of the any call number provided by CyberD in connection with these Services. **CyberD is not responsible for unauthorized use of a Customer's contract and/or order number.**

**Third Party (Collaborative Support).** CyberD On Site Warranty offers third party troubleshooting through Collaborative Support. If a problem arises with certain third party products commonly utilized in conjunction with Customer's Warranted Product, CyberD will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third party product vendor. Specifically, CyberD will contact the third party vendor and create a problem incident on behalf of Customer, providing the necessary problem documentation. Once a vendor is engaged, CyberD will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, CyberD will initiate management escalation procedures within CyberD and/or the vendor organization.

To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer's problem. **CYBERD WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** Customer agrees to indemnify and hold CyberD harmless for any claims related to those third party products for which Customer has sought collaborative support to be coordinated through CyberD.

## F. Customer Responsibilities

1. **Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer, any end-user not identical to Customer, and CyberD to access and use the Warranted Product, the data on it, including but not limited to any personally identifiable information, and all hardware and software components included in it, for the purpose of providing this Warranty. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks CyberD to perform this Warranty Cover.
2. **Cooperate with Phone Analyst.** Customer agrees to cooperate with and follow the instructions given by CyberD phone analyst. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.



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## G. Not Included With This Service:

- Support of installed software or operating system.
- Support when compatibility of the system to the software is in question or configuration is invalid.
- Freeware written plug-ins for applications and operating systems.
- Providing software upgrades or new software releases.
- Warranty for versions of Warranted Products older than the current version (support on older versions may be available on a best reasonable efforts basis).
- Support for freeware or shareware.
- Remote or on-site training services.
- Product keys for activation.
- Recovery of lost data or software.
- Support due to accidental or intentional damage.
- Other activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration or any activities or services not expressly described in this Service Description.
- Accessories, supply items, media replacement, operating supplies, peripherals or parts such as batteries, frames, and covers or support thereon.
- Direct third party product support or support of versions not currently supported by the manufacturer, vendor or partner.
- Advanced wireless, networking or remote installation, set-up, optimization and configuration of applications beyond those described in this Service Description.
- Scripting, programming, database design/implementation, Web development or recompiled kernels.

## H. Important Additional Information

1. **Commercially Reasonable Limits to Scope of Service.** CyberD may refuse to provide Warranty if, in its opinion, providing the Warranty creates an unreasonable risk to CyberD or CyberD's Warranty providers or is beyond the scope of Warranty. CyberD is not liable for any consequential loss, failure or delay in performance due to any cause beyond its control. Warranty extends only to uses for which the Warranted Product was designed.
2. **Optional Services.** Optional services (including installation, consulting, managed, and professional, support or training services) may be available for purchase from CyberD and will vary by Customer location. Optional services may require a separate agreement with CyberD. In the absence of such agreement, no optional services are provided pursuant to this Agreement.
3. **Assignment.** CyberD may assign this Warranty and/or Warranty Description to qualified third party service providers.
4. **Cancellation.** CyberD may cancel this Warranty at any time during the Warranty term for any of the following reasons:
  - Customer fails to pay the total price for this Warranty in accordance with the invoice terms;
  - Customer refuses to cooperate with the assisting analyst; or
  - Customer fails to abide by all of the terms and conditions set forth in this Service Description.

If CyberD cancels this Warranty, CyberD will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date CyberD sends notice of cancellation to Customer, unless state law requires other cancellation provisions that may not be varied by agreement. IF CYBERD CANCELS THIS SERVICE PURSUANT TO THIS PARAGRAPH, CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF FEES PAID OR DUE TO CYBERD.

5. **Term and Renewal.** Customer may utilize the Warranty prior to their expiration date, if any, for the number of Warranted Products indicated on Customer's CyberD invoice. Any applicable expiration policy will be indicated to Customer on their invoice or communicated during the sale of the Warranty to Customer.