

IPAD Coverage

A. SELECTED PLAN: (please fill in per your agreement)

AGiProtect QTY 700 - 4 Year Brenthaven Edge 360 Case Plan for iPad 9.7" (5th Gen) - \$69

B. CASE PLAN INCLUDES (If eligible as per terms):

Covered claims shall incur no deductible with ground shipping being paid;

Covered standard repairs (all repairs except logic board) shall be made within a Service Level Agreement (SLA) of 5 business days from the time that the submitted device arrives at the AGi facility; SLA will not exceed 15 business days for logic board repair;

If a device case is deemed by AGi as defective, a replacement case will be provided at no cost, with ground shipping being paid.

C. CONDITIONS COVERED FOR REPAIR: Subject to the conditions of this Agreement, the following are covered:

Accidental breakages

Liquid Spills

D. TIME:

The selected Plan's period (as selected above in Section A) will start the date the AGi cases are received by the School District. Cases will not be purchased

Headphone jack

Wi-Fi Antenna

Volume Button

Power/Lock Button

Speaker

Camera

Microphone

Logic Board

Home Button (touch ID will no longer function if replaced)

G. OTHER GENERAL TERMS: School District also agrees:

1. There shall be no termination of the Plan and no refund of consideration paid.
2. AGI, in its sole discretion, shall select the AGI designated service repair center and shipping address(es) to use.
3. This Plan does not replace or modify the manufacturer's warranty. Any repairs, replacements, recalls, or other requirements under a manufacturer warranty are not included under this Agreement and should be directed to the manufacturer.
4. AGI reserves the right to perform repairs using replacement parts that may be new, refurbished, or from tear-downs that perform to factory specifications of the product.
5. All devices being subject to this Plan must: a) be a brand 'new' authentic Apple product; b) have been purchased directly from an authorized Apple retail merchant; and c) not have been subject to refurbishment, resale, or assignment.
6. Accidental damage is defined as a non-purposeful act that causes damage to the device that prevents it from performing as intended by the manufacturer.

3. Any Plan-eligible device owned by a registered Plan owner that is inspected by AGI and determined by AGI to be unrepairable and excluded by the Plan, AGI will:

- a. Return the unrepai red device to the registered owner or choose to have the unrepairable device recycled by AGI
- b. Allow the School District to transfer coverage to a new device for the remaining time left on the Plan. For this provision to apply, the registered owner of this Plan must provide written notice to AGI of the new device's serial number, which will be transferred from the unrepairable device.

I. THE CAUSES AND CONDITIONS NOT COVERED BY THIS PLAN:

1. Damage to the device because of causes and conditions as follows are not covered repairs under any AGI Case Plan:

- a) AGI will make the final determination if damage occurred to the device while not in the case;
- b) damage due to fire, chemicals, nuclear, x-rays, soundwaves, magnetic fields, biological contamination, acetylene torches/blowtorches, flares, sticks, heat, smoke, or flames;
- c) intentional damage caused by abnormal uses, abnormal conditions, and/or abnormal environments;
- d) normal wear and tear; or cosmetic damage not affecting the function of the device (ex: scratches, cosmetic blemishes, and dents);
- e) software issues;

- p) improper electrical and power supply sources; improper equipment modifications, attachments, and installations, or internal battery leakage;
- q) animal or insect infestation;
- r) damage covered under any other insurance policy, any other warranty, or any other service contract;
- s) products with removed or altered serial numbers, make, manufacturer, or model information;
- t) product look-a-likes, clones, copies of devices, products not manufactured by Apple.

J. LIMITS OF LIABILITY; LIMITATION OF WARRANTIES; PRECLUSION OF CAUSES OF ACTION: THE REPAIR PROGRAM SUBJECT TO THE TERMS, CONDITIONS, AND LIMITATIONS OUTLINED IN THIS AGREEMENT ARE THE ONLY CONTRACTUAL OBLIGATION OF AGI TO THE SCHOOL DISTRICT OR ANY OF THE SCHOOL DISTRICT'S STAFF, STUDENTS AND/OR STUDENT'S FAMILIES. THE STAFF, STUDENTS AND/OR STUDENT'S FAMILIES ARE NOT BENEFICIARIES UNDER THIS AGREEMENT EXCEPT AS TO THE CONTRACTUAL OBLIGATION FOR AGI TO REPAIR ELIGIBLE DEVICES AS PROVIDED BY THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT OTHER THAN THOSE CONTRACTUAL RIGHTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, THERE ARE NO OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, 'IMPLIED WARRANTIES OF MERCHANTABILITY,' OR 'FITNESS FOR A PARTICULAR PURPOSE OR USE,' AS THESE WARRANTIES ARE ALL EXCLUDED FROM BEING AN OBLIGATION OF AGI UNDER THIS CONTRACT OR AT LAW. FURTHERMORE, IT IS AGREED THAT AGI SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL