

GATEWAY BUSINESS SERVICE PLANS

Extended Service Plan

Gateway Priority Access

Extended Service Plan with Accidental Damage Protection



This booklet includes Gateway's service plans. The service plans you purchased are listed on your invoice. Please carefully read the plans for the services you purchased, as well as the Standard Terms of Sale (separately included) and Limited Warranty Agreement (separately included).

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Gateway Extended Service Plan Business Services

Throughout this Gateway Extended ServiceSM Plan ("Plan") the words "we", "us", and "our" refers to Obligor. ("AIGWG") refers to AIG Warranty Guard, Inc. ("Gateway") refers to Gateway. The words "you" and "your" refer to the purchaser of this Plan.

This Plan extends the term of the limited warranty coverage and technical support coverage for the Gateway or eMachines-branded personal computer, server or other Gateway or eMachines-branded hardware identified on your invoice. This Plan may include additional services described below. Please refer to your invoice for the services that you have purchased. All Plan coverage commences on the date your product is shipped by Gateway and lasts for the period stated on your Gateway invoice. This Plan covers manufacturer's defects in material and workmanship that are the result of normal usage. **THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

Limited Warranty:

The term of the Gateway limited warranty for your Gateway product begins when your Gateway product is shipped to you and lasts for the period stated on your invoice, **except that portable batteries and big screen monitors (27 inches or larger) are only covered under this Plan for a period of 1 year.** Please refer to the Gateway Limited Warranty Agreement for the scope and terms of your limited warranty (separately included). This Plan does not cover software or non-Gateway-branded products such as joysticks, printers, scanners, etc.

Technical Support:

We will provide technical support to you for your personal computer or server during the term of this Plan. The scope and terms of technical support are described in the Gateway Limited Warranty Agreement (separately included).

OPTIONAL SERVICES:

On-Site Warranty Service. On-site services are available only in the United States and are not available for mice, monitors, keyboards, docking stations, and similar external components of the product.

- **Basic On-Site.** We will install replacement parts in your product as necessary to correct defects covered under your limited warranty. If we reasonably determine that you are not able to install a replacement part yourself, we may, at our discretion, dispatch a service representative to your location to install the part.
- **Gateway Server Hardware Diagnostic Services.** Under this service, we will dispatch an authorized technician to your place of business to diagnose issues covered under the limited warranty applicable to your Gateway server. To initiate on-site diagnostics, you must contact us and we will attempt to diagnose and resolve your issue remotely. If we determine that your issue cannot be diagnosed over the phone, then within 4 hours We will dispatch an on-site technician to complete the diagnosis of your issue. We will work diligently to resolve your issue, but we cannot guarantee that your issue will be resolved in any particular time. The on-site visit will be for issue diagnostics only. If the technician determines that a replacement part or product is needed, it will be ordered and installed under Gateway's standard on-site service policies. You may purchase coverage under this service for terms of up to 3 years, running from the date of shipment of the Product. Because this Service is not available in some locations, we may not be able to provide the Service if you move your server Product from the location to which it was originally shipped by us.
- **Gateway Server 2 and 4-Hour Response Service.** Under this service, we will dispatch an authorized technician to your place of business to diagnose and repair issues covered under the limited warranty applicable to your Gateway server. On-site repairs under this service apply to components of the Product necessary to keep it up and running as determined by us. This is not available in all locations. To initiate on-site diagnostics and repair, you must contact us and we will attempt to diagnose and resolve your issue remotely. If we determine that on-site repair service is necessary to restore your Product to an up-and-running condition, then within 2 or 4 hours (depending on your service plan) we will dispatch an on-site technician to complete the diagnosis of your issue and install replacement parts as necessary to restore your product to an up-and-running condition. We will work diligently to resolve your issue, but we cannot guarantee that your issue will be resolved in any particular time. Your coverage begins from the date of shipment of the product. Because this service is not available in some locations, we may not be able to provide the service if you move your product from the location to which it was originally shipped by Gateway. This service may not be available for up to 30 days after your product is delivered to you, depending on your system configuration and parts stocking levels in your service area. During this start-up period, we will attempt to restore your product to an up-and-running condition as soon as possible.

- **Gateway 4-Hour Advanced Exchange Parts Replacement Service.** Under this service, we will dispatch replacement parts to your place of business within 4-hours of completing phone technical support diagnostics when replacement parts are required to restore your product to an up and running condition. To initiate this service you must contact us and we will attempt to diagnose and resolve your issue remotely. If we determine replacement parts are required to restore your Product to an up-and-running condition, then within 4 hours we will dispatch replacement parts to your place of business. You are responsible for packaging and shipping the defective component to us. Your coverage begins from the date of shipment of the product. This service is not available in all locations. Because this service is not available in some locations, we may not be able to provide the service if you move your product from the location to which it was originally shipped by us. This service may not be available for up to 30 days after your product is delivered to you, depending on your system configuration and parts stocking levels in your service area. During this start-up period, we will attempt to restore your product to an up-and-running condition as soon as possible.

Installation Services. The following services are available in the United States.

- **Basic Installation Services.** An authorized technician will install and verify the operation of your product. This service does not include network installation.
- **Network Installation Services.** An authorized technician will install and connect the network cards, applicable software and products purchased from Gateway as part of a business network solution. You must ensure that proper network wiring is available and that your existing products meet the minimum requirements necessary for connection to your network. Please call us for information on the minimum requirements for this service. **Please Note:** The technician will not perform troubleshooting on your network wiring. All troubleshooting of wiring requested by you shall be subject to a separate fee. If installation services are required to be rescheduled due to network wiring issues, you may incur additional charges.
- **Data Migration Services.** An authorized technician will transfer data from an old personal computer to a new product purchased from Gateway. The cost of this service is based on the amount of data that is transferred: up to 200 mb, 400 mb, and greater than 400 mb. In addition, you may be charged extra fees if you do not perform all of your responsibilities as set forth below or if it is necessary to reschedule service because you have not performed these responsibilities. Only data files of standard format (e.g. *.xls, *.doc, *.ppt file extensions) will be transferred, no individual file may exceed 95 mb, no application software, operating system software, or databases will be transferred, and the operating system of the old personal computer must be Microsoft 3.1 or a subsequent release. Please call us for information on additional technical requirements for this service. Data migration services are available only in conjunction with system installation services. Data migration service is available in the continental United States. In addition to the other responsibilities set forth in this Agreement, you are responsible for completing the following tasks before the technician arrives:
 - a. Creating a single folder (or directory) named **"Migrate"** and transferring to this folder all data that you want transferred from your old personal computer to your new Product;
 - b. Conducting an anti-virus scan on the data prior to the service appointment;
 - c. Ensuring all aspects of software security, including performing and reloading backups and licensing;
 - d. Converting data to new file formats (e.g. WordPerfect to Word);
 - e. Noting the size of **"Migrate"** folder or directory before and after migration service to ensure that all data was successfully transferred;
 - f. Ensuring that systems are prepared and functional for migration services;
 - g. Creating a backup copy of all data that will be transferred;
 - h. Ensuring that there are an adequate number of electrical outlets for old equipment and new equipment to be utilized at the same time;
 - i. Ensuring that old equipment is in working condition for data migration services (e.g. functional serial/parallel ports, system boots properly, etc.);
 - j. Obtaining "quick fixes" from OEMs that you may need to address any compatibility issues that occur post migration.
- **De-installation Services.** We will disconnect the monitor, keyboard, mouse, and peripherals from your old personal computer, box the system using packing materials you supply (you may use the packing materials from your new product, if sufficient), and transport the old system to a central location within the same building or floor on a dolly or utility cart that you supply. Deinstallation services are available only in conjunction with system installation services.
- **Disposition Management Services.** We will provide transportation and disposition of used products, described as monitors (up to 21 inches), keyboards, mice, printers, scanners, portable and desktop personal computers ("Eligible Assets"). Title to all Eligible Assets passes to us when they are picked up from your location. Disposition Management Services are available in the continental United States in those areas located in a business zone (not available for residential locations). You are responsible for completing the following tasks before the technician arrives:

- a. Packaging the Eligible Assets in individual cartons not exceeding 30 inches in length, 27 inches in width and 42 inches in height (deinstallation services are available from Gateway for a separate fee, although you must tape all cartons closed);
 - b. Completing the “*Inventory Worksheet for Disposition Management*” and submitting it to Gateway (assets not appearing on the inventory may be refused for shipment or subject to an additional fee);
 - c. Having all Eligible Assets, packaged and ready for shipping, assembled at one location on the scheduled pick-up day.
- **ENTERPRISE SOFTWARE SUPPORT LINE (ESS).** For software products listed on the “Supported Enterprise Software List” located at www.Gateway.com we will assist you with (i) use and installation questions; (ii) product, compatibility, and interoperability questions; (iii) interpretation of product documentation; (iv) diagnostics support; and (v) assistance with problem source identification and problem resolution. We provide ESS Support on a per incident basis. Incidents are decremented from your account when we provide you a solution for a single problem. A problem is defined as a singular request for assistance on a specific product or issue. We maintain the right to change the Supported Enterprise Software List at any time for any reason. Requests for assistance on multiple questions or problems are considered multiple incidents. The duration of time available to use purchased incidents is listed on your invoice. ESS Support is not available until 48 hours after the applicable invoice date. For ESS you can call Gateway’s Technical Support Hotline at 1-877-485-1464 from 8:00 A.M. to 5:00 P.M. local customer time Monday thru Friday excluding National holidays.
 - **Keep Your Hard Drive.** If your personal computer’s hard disk drive is diagnosed as defective, we will send you a replacement drive without requiring you to return your defective drive. This will enable you to maintain control over the contents of your hard disk drive.

Customer Requirements:

- To obtain service under this Plan:
 - **Click:** You can reach Gateway Support by going to <http://www.gateway.com/support> for online, E-mail and online chat support.
 - **Call Gateway Direct:** You can call Gateway’s Technical Support Hotline at 1-877-485-1464 or Automated Troubleshooting Hotline at 1-800-846-2118, 24 hours a day, 7 days a week.
 - The method of technical support may change at any time at Gateway’s discretion.
- You must assist us in diagnosing issues with your Gateway product and follow our warranty processes. If we determine that you need a replacement part, we will ship the part and installation instructions to you. If we reasonably determine that you are not able to install a replacement part yourself, we may, at our discretion, dispatch a service representative to your location to install the part. If necessary to resolve your issue, you may be required to ship your product to a service facility. If we ask you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. We will charge you for replacement parts or products if you fail to do so.
- You should back up all files stored on your Gateway product before obtaining technical or warranty services from us. **WE ARE NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**
- You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to a Gateway service facility. We will pay the costs of returning the product to you from the service facility. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR GATEWAY PRODUCT DURING SHIPMENT TO US.**
- You must obtain service from us under this Plan. We will not reimburse you for service performed by others.

Limitations:

- This Plan does not cover loss or damage caused by fire, theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, viruses or damage or loss caused during shipment between you and Gateway or its service providers.
- This Plan does not cover any equipment or components that were not included in your Gateway product as sold by Gateway.
- This Plan does not cover Gateway or eMachines products with altered, modified, or removed serial numbers.
- This Plan does not cover damage resulting from the use of your Gateway or eMachines product in a manner for which it was not intended.
- This Plan does not cover normal wear that does not affect functionality.
- This Plan does not cover cosmetic damage and/or other damage that does not affect functionality.
- This Plan does not include any type of tutorial support.

- You may not assign or transfer this Plan. This Plan terminates when you transfer or dispose of your Gateway product.
- This Plan may not be available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- If you request service outside the United States, the level of service available to you may vary. In particular, you may be required to pay shipping costs to and from us to obtain service.
- This Plan does not cover defects to the product that you knew about before you purchased this Plan (a pre-existing condition).
- This Plan does not cover consequential or incidental damages.
- This Plan does not provide coverage for normal wear and tear.
- No deductible applies to this Plan.

Dispute Resolution:

You and Us agree that any Dispute between You and Us will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and We will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Us, We will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) any other dispute arising out of or relating to the relationship between You and Us, the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

AIGWG is the Administrator under this Plan and the Obligor except in California. AIGWG can be contacted at: 300 Riverside Plaza, Chicago, IL 60606. Telephone 1-800-250-3819.

If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, this Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

If you reside in any of the following states: AR, CA, FL, MS, NY, NC, or VA, this Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

Special State Laws:

CALIFORNIA RESIDENTS: AIG Warranty Services and Insurance Agency, Inc. (AIGWS) is the Obligor under this Plan. AIG Warranty Guard, Inc. (AIGWG) is the Administrator. AIGWS and AIGWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606. Telephone 1-800-250-3819.

CONNECTICUT RESIDENTS: The expiration date of this Plan shall automatically be extended by the duration that the Product is in Our custody while being repaired. In the event of a dispute with the Administrator, you may

file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Plan, the cost of the repair and the Plan.

GEORGIA RESIDENTS: Cancellation will comply with Section 33-24-44 of the Georgia Code.

NORTH CAROLINA RESIDENTS: Purchase of this Plan is not required to obtain financing or to purchase Gateway products.

UTAH RESIDENTS: NOTICE Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be canceled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time of the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible.

WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

Form # 86810
10-25-04

Gateway Priority AccessSM Service

Throughout this Gateway Priority AccessSM Service Plan ("Plan") the words "we", "us", and "our" refers to the Obligor. ("AIGWG") refers to AIG Warranty Guard, Inc. ("Gateway") refers to Gateway. The words "you" and "your" refer to the purchaser of this Plan.

Scope of Coverage:

Gateway's Priority Access Service ("Priority Access") increases the service levels available to you under your Gateway Limited Warranty or Extended Service Plan that you purchased. The term of this Gateway Priority Access Service shall be provided on your invoice. Please refer to the Gateway Limited Warranty Agreement and the Gateway Extended Service Plan for details regarding your underlying service plan. The invoice is incorporated herein by reference. **THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

To the extent your underlying Gateway Business Service Plan includes the following, the applicable service levels will be increased accordingly.

Technical Support:

When you call us at 1-888-888-0402 a highly trained Gateway technician will answer your call within 30 seconds from the time your customer identification number is validated by our system. Technical Support is available to valid Priority Access customers twenty-four hours a day, seven days-a-week, three-hundred and sixty-five days a year.

Next Business Day Replacement Parts:

If you require a replacement part, that is covered under your Gateway Limited Warranty or Extended Service Plan, we will ship a replacement part on the same business day, provided that your warranty issue is diagnosed by us before 4 PM, central time, Monday through Friday (excluding holidays), or on the next business day. We will ship the replacement part to you via overnight delivery service, or the most expedient shipping method, if overnight delivery service is not available to you.

Next Business Day On-site parts replacement:

If we determine you need on-site service and it is available under your Gateway Limited Warranty or Extended Service Plan, we will schedule a service representative to install replacement parts on the business day the parts are scheduled to be received by you or in the most expedient repair method if next business day repair is not available in your area, or such other time as agreed to by you and us.

Same Day Portable Pick Up:

If your portable PC must be repaired, and such failure is covered under your Gateway Limited Warranty or Extended Service Plan, we will pick up your Product on the same business day if your issue is diagnosed by us before 12 PM, local customer time, Monday through Friday (excluding holidays). We will repair your Product within two business days and return it to you via overnight delivery service or the most expedient shipping method if overnight delivery service is not available to you.

Limitations:

- This Plan does not include any type of tutorial support.
- This Plan does not cover defects to the product that you knew about before you purchased this Plan (a pre-existing condition).
- You may not assign or transfer this Plan. This Plan terminates when you transfer or dispose of your Gateway product. You may not renew or extend this Plan.
- Replacement parts will be new or serviceably used, comparable in function and performance to the original part.
- No deductible applies to this Plan.
- This Plan is not available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- If you request service outside the United States, the level of service available to you may vary. In particular, you may be required to pay shipping costs to and from us to obtain service.
- This Plan does not provide coverage for normal wear and tear.

Dispute Resolution:

You and Us agree that any Dispute between You and Us will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided

below. You and We will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Us, We will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) any other dispute arising out of or relating to the relationship between You and Us, the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

AIGWG is the Administrator under this Plan and the Obligor except in California. AIGWG can be contacted at 300 Riverside Plaza, Chicago, IL 60606. Telephone 1-800-250-3819.

If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, this Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

If you reside in any of the following states: AR, CA, FL, MS, NY, NC, or VA, this Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

Special State Laws:

CALIFORNIA RESIDENTS: AIG Warranty Services and Insurance Agency, Inc. (AIGWS) is the Obligor under this Plan. AIG Warranty Guard, Inc. (AIGWG) is the Administrator. AIGWS and AIGWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606. Telephone 1-800-250-3819.

CONNECTICUT RESIDENTS: The expiration date of this Plan shall automatically be extended by the duration that the Product is in Our custody while being repaired. In the event of a dispute with the Administrator, you may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Plan, the cost of the repair, and the Plan.

GEORGIA RESIDENTS: Cancellation will comply with Section 33-24-44 of the Georgia Code.

NORTH CAROLINA RESIDENTS: Purchase of this Plan is not required to obtain financing or to purchase Gateway products.

UTAH RESIDENTS: NOTICE Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be canceled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time of the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible.

WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate.

Form #86809
10-25-04

Gateway Extended Service Plan with Accidental Damage Protection Business Services

Throughout this Gateway Extended Service Plan with Accidental Damage Protection (“Plan”) the words “we”, “us”, and “our” refers to Obligor. (“AIGWG”) refers to AIG Warranty Guard, Inc. (“Gateway”) refers to Gateway. The words “you” and “your” refer to the purchaser of this Plan.

This Plan provides for the repair of your Gateway or eMachines-branded computer or other Gateway or eMachines-branded hardware if it fails to perform to manufacturer’s specifications due to normal use and handling of the product. The product covered by this Plan and the term of this Plan are described in your invoice and your invoice is incorporated as part of this Plan. **THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

Protection Period:

The term of your Plan begins on the date your product is shipped by Gateway and lasts for the period stated on your Gateway invoice.

What is covered?

- We will repair or replace eligible parts in your Gateway product that fail to perform to manufacturer’s specifications due to normal use or handling during the term of this Plan. Eligible parts covered under this Plan consist of components originally included in your Gateway product. Replacement parts will be new or serviceably used, comparable in function and performance to the original part.
- Product failures caused by normal use or handling consist of those caused by impacts, dropping, falls, spilled liquids, immersion in liquids, power surges (when protected by an operational surge suppressor), and similar causes.
- We will arrange to ship replacement parts or products to and from you in the United States, and will pay the shipping costs. We will not reimburse you for shipping costs you incur.
- This Plan covers manufacturer’s defects in material and workmanship that are a result of normal usage.
- This Plan does not provide coverage for normal wear and tear.

What is not covered?

- Product failures caused by theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, viruses or damage or loss caused during shipment between you and Gateway or its service providers.
- Product failures caused by natural disasters or casualties such as flood, wind, earthquake, lightning, fire, war or civil insurrection, governmental seizure or destruction, or nuclear reaction, radiation or radioactive contamination.
- Any equipment or components that were not included in your Gateway product as sold by Gateway.
- Gateway products with altered, modified, or removed serial numbers.
- Product failures resulting from the use of your Gateway product in a manner for which it was not intended.
- Normal wear or cosmetic damage and/or other damage that does not affect functionality. This Plan does not cover consumables, such as batteries and fuses, or the results of normal usage that do not materially alter the product’s functionality.
- Product failures caused by your failure to follow all instructions contained in the product’s user guide or unauthorized parts or service.
- Damages that occurred to your Gateway product before you purchased this Plan (a pre-existing condition).
- Damage to or loss of software, data, removable media, consumables, portable docking stations (other than integrated docking bases which are covered under the Plan), carrying cases, big screen monitors (27 inches or larger), or any non-Gateway-branded products such as joysticks, printers, scanners, speaker systems (other than speakers included in standard PC configurations), etc.

Customer Requirements:

- To obtain service under this Plan, you must contact Gateway Technical Support, which is available 24 hours a day, 7 days a week. Click on the Gateway web site at <http://www.gateway.com/support> or call 1-877-485-1464. We will determine how and where repair services are provided, and you may be required to deliver your product to a Gateway repair facility.
- You must assist us in diagnosing issues with your Gateway product and follow our warranty processes. If we determine that you need a replacement part, we will ship the part and installation instructions to you. If we reasonably determine you are not able to install a replacement part yourself, we may, at our discretion, dispatch a service representative to your home or office to install the part. If necessary to resolve your issue, you may be required to ship your Gateway product to a service facility. If we ask you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. We will charge you for replacement parts or products if you fail to do so.
- You should back up all files stored on your Gateway product before obtaining services from us. **WE ARE NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**
- We will arrange to ship replacement parts or products to and from you, and will pay the shipping costs. To prevent damage during shipping, ship your Gateway product in suitable packing materials. You are responsible for any damage to your Gateway product that occurs during shipment. **WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR GATEWAY PRODUCT DURING SHIPMENT BEFORE WE PERFORM SERVICES.**
- You must obtain service from us under this Plan. We will not reimburse you for service performed by others.

Limitations:

- If we are unable to repair or replace parts for your Gateway product for any reason, our maximum liability to you under this Plan will not exceed the original purchase price of your Gateway product.
- This Plan is not available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- If you request service outside the United States, the level of service available to you may vary. In particular, you may be required to pay shipping costs to and from us to obtain service.
- No deductible applies to this Plan.

Dispute Resolution:

You and Us agree that any Dispute between You and Us will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and We will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Us, We will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) any other dispute arising out of or relating to the relationship between You and Us, the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

AIGWG is the Administrator under this Plan and the Obligor except in California. AIGWG can be contacted at: 300 Riverside Plaza, Chicago, IL 60606. Telephone 1-800-250-3819.

If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI,

or WY, this Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

If you reside in any of the following states: AR, CA, FL, MS, NY, NC, or VA, this Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

Special State Laws:

CALIFORNIA RESIDENTS: AIG Warranty Services and Insurance Agency, Inc. (AIGWS) is the Obligor under this Plan. AIG Warranty Guard, Inc. (AIGWG) is the Administrator. AIGWS and AIGWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606. Telephone 1-800-250-3819.

CONNECTICUT RESIDENTS: The expiration date of this Plan shall automatically be extended by the duration that the Product is in Our custody while being repaired. In the event of a dispute with the Administrator, you may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Plan, the cost of the repair, and the Plan.

GEORGIA RESIDENTS: Cancellation will comply with Section 33-24-44 of the Georgia Code.

NORTH CAROLINA RESIDENTS: Purchase of this Plan is not required to obtain financing or to purchase Gateway products.

UTAH RESIDENTS: NOTICE Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be canceled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time of the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible.

WISCONSIN RESIDENTS: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

IN ALASKA, ARKANSAS, DELAWARE, DISTRICT OF COLUMBIA, IDAHO, IOWA, LOUISIANA, MASSACHUSETTS, MINNESOTA, MISSOURI, NEW JERSEY, NORTH CAROLINA, OHIO, PENNSYLVANIA, AND TENNESSEE: All references to "Accidental Damage Protection" and the "**What is covered**" section are deleted and replaced with the following:

What is Covered:

This plan covers defects in materials and workmanship that are the result of normal usage. We will repair or replace eligible parts in your Gateway product that experience a failure as provided herein during the term of this plan. Eligible parts covered under this Plan consist of components originally included in your Gateway product.

The Obligor hereby provides additional limited warranty coverage in excess of that provided in the Gateway Limited Warranty Agreement included with your Gateway Product (separately included). The Obligor herein warrants that the product will operate under normal operating conditions, including operational or structural failures of the product due to normal wear and tear and handling including failures caused by impact (including dropping or falls in the usual course of use) spilled liquids, brief immersion in liquids, power surges (when protected by operational surge suppressor) and other such product or structural failures incurred under normal product usage.

Please send correspondence about this Agreement to:

**Gateway
Customer Service Department
610 Gateway Drive
Attn: Warranty Services
North Sioux City, SD 57049**

Current information on technical support and warranty policies, phone numbers and other service information is available on our web sites:

www.gateway.com

www.emachines.com

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