



**LAPTOP PURCHASE AGREEMENT**

**NOTE: Please read the following pages carefully before signing this document. This is a legally binding contract and failure to meet the terms of this agreement will result in penalties, including possible legal action by the Housing Opportunities Commission of Montgomery County (HOC). Once you sign this agreement, it will become part of your resident file with the HOC.**

**THIS LAPTOP PURCHASE AGREEMENT** ("Agreement") is entered into by and between \_\_\_\_\_ (the "Buyer"), whose current address is \_\_\_\_\_, Unit #\_\_\_\_\_, Gaithersburg, Maryland, 20879, and the Housing Opportunities Commission of Montgomery County ("HOC"), a public body corporate and politic duly created, organized and existing under the laws of the state of Maryland, whose current address is 10400 Detrick Avenue, Kensington, Maryland 20895.

**RECITALS:**

**WHEREAS**, HOC is authorized pursuant to the Housing Authorities Law, organized under Division II of the Housing and Community Development Article of the Annotated Code of Maryland (the "Act"), to carry out and effectuate the purpose of providing affordable housing and promoting programs that are convenient or desirable for the educational, recreational and communal welfare of its constituent residents; and

**WHEREAS**, HOC has determined that the sale of a laptop to residents in good standing, will promote the educational, recreational and communal welfare of such residents; and

**WHEREAS**, Buyer is a resident at HOC's Stewartown Homes property and wishes to purchase such equipment.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, as follows:

1. **Sale of Product.** HOC hereby sells to Buyer and Buyer hereby purchases from HOC the following equipment, warranties, and software licenses described below (the "**Product**"):

- A. Acer Aspire M5-481T-6831, inclusive of a power cord, with the specifications described in Exhibit A, attached to and made a part of this Agreement (the "**Laptop**").
- B. The original equipment manufacturer warranty and a three (3) year extended warranty from Acer Inc. ("**Acer**"), as described further on Exhibit B, attached to and made a part of this Agreement. Buyer understands that HOC and Acer will register the Laptop for Buyer and send Buyer a notice thereof. Buyer may obtain further information about the laptop registration at:  
<http://us.acer.com/ac/en/US/content/warranty-activation>.
- C. The warranty described more in Exhibit B shall be deemed effective for three (3) years commencing on the date of this Agreement.
- D. Customer service support from Acer at [www.acersupport.com](http://www.acersupport.com) and 866-695-2237.
- E. HOC hereby assigns to Buyer its limited, nonexclusive temporary and trial license and/or sublicense to use the software identified on Exhibit C, attached to and made a part of this Agreement, which trial software is already loaded on the Laptop.
- F. An operator and service instruction manual will be included with the Laptop package.

2. **Purchase Price.** Buyer shall pay HOC for the Equipment the sum of One Thousand and Eighty Dollars (\$1,080) (the "**Purchase Price**"), which is inclusive of Maryland sales tax owed.

3. **Payment.**

- A. **Timing.** Payment of the Purchase Price will be made by Buyer to HOC in accordance with the following schedule:
  - 1) Equal monthly payments over three (3) years in the amount of Thirty Dollars (\$30) per month (the "**Monthly Payment**").
  - 2) Monthly payments will be due on the 15<sup>th</sup> of the month.
  - 3) The first monthly payment will be made on the 15<sup>th</sup> of the month following the month in which the Laptop is delivered to Stewartown.
  - 4) Buyer may pre-pay all or any portion of the Purchase Price at any time without any penalty. Any prepayments made will not reduce the monthly amount due, but will result in the early repayment of the Laptop.

B. **Method of Payment.** Buyer agrees to pay the Monthly Payment online through an application made accessible at <http://www.hocconnects.org/payment> (“**Payment Company**”), an online payment service provider. Payment Company will email Buyer monthly invoices and securely process Buyer’s payment on behalf of HOC. Buyer understands that one of the reasons HOC is able to provide the Laptop to Buyer at the Purchase Price is the reduction in administrative costs that result from using an online payment process.

C. **Failure to Pay; Default by Buyer.** If Buyer fails to pay the Monthly Payment as required, HOC may take the following action:

- 1) If Buyer fails to pay a Monthly Payment by the time the next Monthly Payment is due (such date being one (1) month after the Monthly Payment in question was due), HOC will send Buyer a notice that the Monthly Payment is past due (the “**Late Notice**”).
- 2) If Buyer fails to pay the late Monthly Payment within one (1) month of Buyer’s receipt of the Late Notice (such date being two (2) months after the Monthly Payment in question was due), then HOC will activate an electronic security device to electronically restrict the Laptop and prevent its future use, and HOC will send Buyer a notice thereof (the “**Restriction Notice**”). The Laptop will remain electronically restricted until the full amount of the late Monthly Payment is received.
- 3) If Buyer fails to pay the late Monthly Payment within one (1) month of Buyer’s receipt of a Restriction Notice (such date being three (3) months after the Monthly Payment in question was due), HOC will locate and confiscate or repossess the Laptop. Any confiscated or repossessed Laptop will be held by HOC for at least three (3) months. If Buyer fails to make all outstanding Monthly Payment(s) and bring Buyer’s account balance to date within such three (3) month period, HOC will erase the contents of the Laptop’s memory and may apply the Laptop to other uses. The Buyer will remain obligated for the missed Monthly Payments and HOC will have the right to take legal action against Buyer for such amounts.

4. **Taxes.** The Purchase Price includes the amount of any sales tax payable to the State of Maryland and HOC represents that it has taken action to cause the sales tax on the Product to be paid to the State of Maryland. In no event shall Buyer be responsible for any sales, use, property, gross receipts, or similar tax levied as a result of its purchase of the Product.

5. **Maintenance.** Buyer shall be responsible for any maintenance, repair or care of the Laptop required for its normal operation. Buyer acknowledges that HOC is not responsible for the maintenance, repair or care of the Laptop.

6. **Delivery.** HOC will deliver the Laptop to the Stewartown management office staff (the “**Management Office**”), at HOC's cost and expense, on the Tuesday or Thursday following HOC's receipt of a completed version of this Agreement (the "**Delivery Date**"). The Laptop will be packaged appropriately and clearly labeled with a SNID and/or serial number. HOC will notify Buyer by email (to the email address provided by Buyer (the “**Buyer's Email Address**”) in Buyer's application to HOC's Laptop Purchase Program) of the delivery of the Laptop to the Management Office. After the Delivery Date, Buyer is responsible for picking up the Laptop from the Management Office and executing an Acknowledgment of Receipt for the Laptop in the form shown on Exhibit D, attached to this Agreement. The Buyer's execution of the Acknowledgment of Receipt form will constitute "Delivery" to Buyer. Risk of loss or damage to the Laptop during transit and while the Laptop is stored at the Management Office will remain with HOC. Risk of loss or damage to the Laptop after Delivery to the Buyer shall be the Buyer's risk.

7. **Liability.** Buyer will hold HOC and its Commissioners, officers, employees, and agents harmless for (1) any defects in any Product supplied by Acer and/or CDW-G to HOC and thereafter assigned by HOC to the Buyer, and (2) any breach of warranty. Buyer agrees to look directly to Acer for warranty claims.

8. **General.**

A. **Notices.** All notices and other communications pertaining to this Agreement shall be in writing. Any notice to the Buyer will be deemed to have been duly delivered if personally delivered to the Buyer, sent by electronic mail to Buyer's Email Address, mailed by the United State Postal Service certified mail, return receipt requested, postage prepaid or sent by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices to HOC pertaining to this Agreement will be deemed to have been duly delivered if sent by electronic mail to HOC's email address below, mailed by the United State Postal Service certified mail, return receipt requested, postage prepaid or sent by Federal Express, United Parcel or other nationally recognized overnight carrier addressed as follows:

Housing Opportunities Commission of Montgomery County  
10400 Detrick Avenue  
Kensington, Maryland 20895  
Attention: HOC Connects Director  
Email: [HOCconnects@hocmc.org](mailto:HOCconnects@hocmc.org)  
Telephone: 240-249-8978

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

- B. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.
- C. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by both parties.
- D. Assignment. Buyer may not assign this Agreement, including Buyer's rights and obligations to any party without HOC's prior written consent.
- E. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.
- F. Construction and Jurisdiction. This Agreement shall be governed by the laws of the State of Maryland (excepting any conflict of laws or provisions which would serve to defeat application of Maryland substantive law). Each of the parties to this Agreement hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of Montgomery County, Maryland for any proceeding arising in connection with this Agreement and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of Montgomery County, Maryland. EACH PARTY, KNOWINGLY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.



- G. Headings. The paragraph titles of this Agreement are for conveniences only and shall not define or limit any of the provisions hereof.
- H. Entire Agreement. This Agreement, the documents referenced herein and all Exhibits hereto (**Exhibits A-D**), together with the Online Laptop Purchase Agreement completed, accepted and agreed to by Buyer, are intended as the complete and exclusive statement of the agreement between Buyer and HOC with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.
- I. Binding Effect.
- 1) The provisions hereof shall be binding upon and shall inure to the benefit of Buyer and HOC, their respective successors, and permitted assigns.
  - 2) By clicking “Agree” and affixing your name to the Online Agreement, you acknowledged that you have read this Agreement, that you understand it and its terms and conditions, and that you agree to be bound legally by it and its terms and conditions.
- J. Counterparts. Each party may execute this Agreement in counterparts, by electronic signature or electronic acceptance, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered to Buyer by email upon request.
- K. Effective Date. This Agreement shall be deemed fully executed and entered into, and shall be effective as of the date of Buyer’s acceptance of the terms through the Online Agreement (the “**Effective Date**”).

**IN WITNESS WHEREOF**, the Buyer and HOC have entered into this agreement as of the Effective Date, and the person entering into this agreement on behalf of each party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon and enforceable against the party in accordance with its terms.

HOUSING OPPORTUNITIES COMMISSION OF  
MONTGOMERY COUNTY:

By:  
Name: Stacy L. Spann  
Title: Executive Director

**EXHIBIT A**

**Laptop Specifications**

Audio Input Type:	Microphone
Audio Output Compliant Standards: Type:	Dolby Home Theater v4 , High Definition Audio Acer 3DSonic stereo speakers
Battery Capacity: Cells: Run Time (Up To): Technology:	54 Wh 3-cell 8 hours Lithium polymer
Bay Provided Type:	None
Cache Memory Installed Size:	3 MB
Card Reader Supported Flash Memory: Type:	MultiMediaCard , SD Memory Card 2 in 1 card reader
Dimensions & Weight Depth: Height: Weight: Width:	9.6 in 0.8 in 4.3 lbs 13.4 in
Display Diagonal Size (metric): Display Main Feature: Display Resolution Abbreviation: LCD Backlight Technology: Projector Monitor Features: Type: Widescreen Display:	35.6 cm CineCrystal HD  LED backlight  CineCrystal , Frameless , HDCP  LED Yes



Display (Projector)	
Diagonal Size:	14 in
Max Resolution:	1366 x 768
Environmental Standards	
ENERGY STAR Qualified:	Yes
Hard Drive	
Hard Drive Features:	Green Instant On
Serial ATA Interface:	Serial ATA-300
Spindle Speed:	5400 rpm
Type:	HDD
Header	
Brand:	Acer
Compatibility:	PC
Country Kits:	United States
Manufacturer:	Acer America
Model:	M5-481T-6831
Packaged Quantity:	1
Product Line:	Acer Aspire
Input Device	
Features:	Acer FineTip keyboard , Multi-gesture touch pad
Type:	Backlit keyboard , Touchpad
Interfaces	
Interface:	USB 3.0
Qty:	2
Interface:	HDMI
Interface:	Headphone/microphone combo jack
Interface:	LAN
Keyboard	
Localization & Layout:	US International
Miscellaneous	
Color:	Silver
Compliant Standards:	ACPI 3.0
Features:	USB 3.0 port power-off USB charging , Wake on LAN
Product Color:	Silver
Modem	
Type:	None





Networking

Data Link Protocol:	Bluetooth 4.0 HS , Ethernet , Fast Ethernet , Gigabit Ethernet , IEEE 802.11a , IEEE 802.11b, IEEE 802.11g , IEEE 802.11n
Wired Protocol:	Gigabit Ethernet
Wireless Protocol:	802.11n , Bluetooth 4.0 HS

Notebook Camera

Camera Features:	HD video recording
Capture Resolutions:	1280 x 720
Integrated Webcam:	Yes

Optical Storage

Drive Type:	DVD SuperMulti
Form Factor:	Fixed
Load Type:	Tray
Read Speed:	24x (CD) / 8x (DVD)
Rewrite Speed:	16x (CD) / 6x (DVD-RW) / 8x (DVD+RW) / 5x (DVD-RAM)
Type:	DVD±RW (±R DL) / DVD-RAM
Write Speed:	24x (CD) / 8x (DVD±R) / 4x (DVD±R DL)

OS Provided

Edition:	Windows 7 Home Premium
Family:	Windows 7
Type:	Microsoft Windows 7 Home Premium 64-bit Edition

Power Device

Frequency Required:	50/60 Hz
Nominal Voltage:	AC 120/230 V
Power Provided:	65 Watt
Voltage Provided:	19 V

Processor

64-bit Computing:	Yes
Clock Speed:	1.8 GHz
Generation:	3
Manufacturer:	Intel
Max Turbo Speed:	2.7 GHz
Number of Cores:	Dual-Core
Processor Number:	I5-3337U
Type:	Core i5

RAM

Configuration Features:	1 x 4 GB + 2 GB (soldered)
Empty Slots:	0
Form Factor:	SO DIMM 204-pin



Installed Size:	6 GB
Max Supported Size:	6 GB
Slots Qty:	1
Technology:	DDR3L SDRAM
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SSD Cache Capacity:	20 GB
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Storage Hard Drive Capacity:	500 GB
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System Hard Drive Capacity:	500 GB
Notebook Type:	Ultrabook
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Video Memory Memory Allocation Technology:	Shared video memory (UMA)
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Video Output Graphics Processor Vendor:	Intel HD Graphics 4400



**EXHIBIT B**

**Warranty Information**

## Acer Advantage Extended Service Plan

### Terms and Conditions

#### GENERAL UNDERSTANDING

This Extended Service Plan (the "Agreement") is entered into by Acer America Corporation (herein referred to as "Acer," "we," "us" and "our") and the Purchaser of this Agreement (herein referred to as "Customer," "you" and "your"), who is the original purchaser of the Acer-branded hardware for which this Agreement was purchased (the "Equipment"). The Equipment covered by this Agreement is identified on the Certificate of Coverage (the "Certificate") provided to you by Acer.

**[THE FOLLOWING STIPULATION IS NOT APPLICABLE TO QUEBEC CONSUMERS]: THIS AGREEMENT CONTAINS A MANDATORY AND BINDING ARBITRATION PROVISION IN WHICH YOU AND ACER AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND ACER BY BINDING ARBITRATION. PLEASE SEE THE BINDING ARBITRATION SECTION BELOW.**

#### ELIGIBILITY

1. This Agreement must be purchased within **365 days** of purchase of the Equipment covered by the Agreement.
2. You must register and activate the Agreement with us in order to be entitled to the services identified in the Certificate. Activation of the Agreement will occur upon valid registration of the Agreement with us as reflected in our records. See [support.acer.com](http://support.acer.com) for more details.
3. Services will be rendered under this Agreement only to the original purchaser of the Equipment. This Agreement is not assignable or transferable to subsequent owners of the Equipment.
4. No services will be rendered under this Agreement until all Extended Service Plan fees have been paid in full by you.

#### TERM

Upon activation of the Agreement, the term of this Agreement begins on the date of purchase of the Equipment covered by the Agreement (the "Effective Date") and expires on the expiration date shown on the Certificate (the "Expiration Date"). (The foregoing shall be known as the "Term.")

#### TERRITORY

This Agreement is valid only in the United States and Canada.

#### SERVICES COVERED

The services covered by this Agreement are identified in the Certificate. Refer to the Certificate to determine which services listed below apply to the Equipment for which this Agreement was purchased.

1. **Extended Service.** Commencing upon the expiration of the manufacturer's limited warranty period for the Equipment and continuing for the time period specified in the Certificate (the "Extended Service Period"), we agree to repair or replace, at our option, all parts or units, and provide the necessary labor, to repair the Equipment to its proper operating condition, consistent with the manufacturer's product specifications, in the event of Equipment failure caused by defects in materials and/or workmanship. Replacement parts or units will be new or refurbished-like-new, comparable in function and performance to the original part or unit, and covered by this Agreement for 90 days from the date the replacement part or unit is shipped to you or for the remainder of the Term of this Agreement, whichever is longer. All removed or replaced parts or units become our property, and we shall have no obligation to return said parts or units to you.
2. **Toll-free Technical Support.** If toll-free technical support is identified in the Certificate, we agree to provide hardware technical support throughout the Term of this Agreement free of charge. The technical support service consists of (a) helping you diagnose and resolve problems with possible defects in the Equipment and (b) reinstalling any factory-installed operating system and software to restore the Equipment to the original factory configuration, if applicable. We may provide technical support via on-line, telephone and other methods. We may change the means through which we provide technical support at any time without notice to you.
3. **On-site Next Business Day Service.** If on-site next business day service is identified in the Certificate, you are entitled to on-site repair service, subject to the following terms and conditions:
  - (a) On-site service is available only for Equipment located within 50 miles of the location of a third party authorized by us to perform on-site service, although on-site service may not be available in certain geographic areas. For locations not covered by on-site service, carry-in or mail-in service is provided.
  - (b) We will attempt to resolve service issues over the telephone and you must provide reasonable assistance to attempt to resolve the issue with telephone support guidance before on-site service will be authorized. If telephone resolution is not possible, we will require your assistance in performing routine diagnostic procedures. If we determine, at our discretion, that on-site service is necessary, a third party service technician will be dispatched to your location the next business day after our representative determines on-site service is necessary. The determination by us that on-site service is necessary must occur by 4:00 p.m. Central Time for on-site service to occur on the next business day; otherwise, on-site service will occur within two business days.
  - (c) On-site service will be performed during normal business hours, 8:00 a.m. to 5:00 p.m. local time, excluding weekends and holidays, based on part availability and delivery schedule. You are responsible for providing access to the Equipment, reasonable cooperation with the service technician, and a reasonable work environment. Service will be provided on condition that a person at least eighteen (18) years of age is present at all times.
4. **Free Shipping of Equipment for Service.** If free shipping service to a service facility is identified in the Certificate, we will arrange for free shipping of the Equipment to a service facility specified by us for repair. You are responsible

for packing the Equipment securely for shipment. You assume the risk of loss during shipment.

5. **Free Return Shipping of Repaired or Replacement Equipment.** If free return shipping service from the service facility is identified in the Certificate, we will arrange for free shipping of the repaired or replacement Equipment back to you.
6. **Accidental Damage Protection.** If accidental damage protection service is identified in the Certificate, the Equipment is protected against accidental damage from handling ("Accidental Damage"), subject to the following terms and conditions:
  - (d) As specified in the Certificate, such protection from Accidental Damage may be limited to a single component of the Equipment, such as the screen of a notebook computer, or it may apply to the entire unit. At our option, we will repair or replace Equipment parts or the entire unit. Replacement parts or units will be new or refurbished-like-new, comparable or better in function and performance to the original part or unit, and covered by this Agreement for 90 days from the date the replacement part or unit is shipped to you or for the remainder of the Term of this Agreement, whichever is longer. All removed or replaced parts or units become our property, and we shall have no obligation to return said parts or units to you.
  - (e) The services provided do not include protection against normal wear and tear; cosmetic damage and/or other damage that does not affect Equipment functionality; theft; disappearance; misplacement; reckless, abusive, willful, fraudulent or dishonest acts committed by you or another user of the Equipment; damage caused by acts of God, fire, flood, improper environment (including lack of proper temperature or humidity); unusual electrical stress or interference; failure or fluctuation of electrical power; or damage caused by hostile or war-like actions in time of peace or war.

#### SERVICES NOT COVERED

Unless identified in the Certificate and elsewhere in this Agreement, the following services are not covered under this Agreement:

1. Operational or mechanical failure that is not reported prior to expiration of this Agreement;
2. Operational or mechanical failure covered by an insurance policy;
3. Installation, de-installation, engineering and/or configuration changes, packing and shipping, and relocation of Equipment;
4. Services for accessories, attachments, or other devices used with the Equipment, including but not limited to electrical work, external interconnecting cords and cables, batteries, and AC adapters;
5. Repair, damage, or loss of any removable storage media or other peripheral device, including external keyboards, mice, remote controllers, etc.;
6. Repair related to installed software, computer viruses or computer hardware that is added after the original purchase;
7. Recovery or replacement of any data or software stored on the Equipment;
8. Repair due to installation or servicing by an unauthorized party;
9. Repair due to a pre-existing condition (incurred prior to the Effective Date of coverage) known to you;
10. Repair or replacement of Equipment necessitated by fire, water, acts of God, misuse, negligence, alteration, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, power surges, improper movement, or acts of an unauthorized party.
11. Equipment upgrades, cleaning or preventative maintenance;
12. Repair of Equipment not purchased from Acer America Corporation or an Acer America Corporation authorized reseller;
13. Repair due to results of normal usage, such as gradual image degradation, uneven screen aging, burned-in images and pixel failure within designed specifications or that do not materially alter the products functionality;
14. Repair due to signal issues, reception problems and distortion related to noise, echo, interference or other signal transmission and delivery problems;
15. Service on Equipment whose serial numbers have been tampered with or removed;
16. Repair of normal wear and tear, cosmetic damage, exterior finish and/or other damage that does not affect Equipment functionality; and
17. Service on Equipment modified or adapted to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized.

#### OPERATING SOFTWARE LIMITATIONS

Equipment is priced and supported under this Agreement using the original operating system software, as pre-loaded by us at the time of system purchase. If the aforementioned operating system software is altered or upgraded by you or your agent, we may request the removal of such operating system software and the restoration of the original operating system software, at your expense, in order to troubleshoot any technical problems that may arise during the term of this Agreement.

#### HOW TO OBTAIN SERVICE

You may be entitled to repair or replacement service during the Term of this Agreement, subject to the following terms and conditions:

1. Contact the Acer or Acer-authorized service center located in your country or at the number located in your Certificate of Coverage. A list of service centers in other countries accompanies this Agreement. You may be required to perform routine diagnostic procedures to assist in troubleshooting of your Equipment.
2. For Accidental Damage protection service, contact the Acer or Acer-authorized service center located in your country or at the number located in your Certificate of Coverage if such service is covered by this Agreement.
3. We will attempt to resolve service issues over the telephone. If telephone resolution is not possible, we will require your assistance in performing routine

diagnostic procedures. We will then issue a Return Materials Authorization (RMA) number to you as a means of identifying the Equipment returned for service.

- Unless On-site Next Business Day Service is covered by this Agreement, repair service must take place by returning the Equipment to the Acer-authorized service center identified by us at the time the RMA number is issued. Unless otherwise indicated in the Certificate or in the instructions accompanying the RMA number you receive from us, you must prepay any shipping charges, export taxes, custom duties and taxes or any other charges associated with transportation of the Equipment. In addition, you are responsible for insuring any Equipment shipped or returned. You assume the risk of loss during shipment to and from the service center.
- Use the original shipping and packing materials, or equivalent protection, and include a description of the problem encountered by the Equipment. The RMA number must be placed on the exterior shipping container.
- At our request, you must provide us or our authorized service center with proof of purchase of the Equipment prior to the start of repair.

#### TERMINATION; CANCELLATION

If there is a failure by one of the parties here to comply with the terms and conditions of this Agreement, both during and after the initial term, the other party may terminate this Agreement by providing written notice of such termination to the non-complying party at least thirty (30) days prior to the effective date of the same. We may cancel this Agreement if you do not pay according to the terms of the invoice, breach any term of this Agreement, sell the Equipment to another party, or substantially alter the Equipment from its original condition. You may cancel this Agreement in writing within the first thirty (30) days of your receipt of this Extended Service Plan and obtain a full refund of original purchase price as long as no claims have been made against this Agreement. If you make a claim against this Agreement within thirty (30) days of receipt of the Extended Service Plan Certificate, we will offer a pro rated refund based on the elapsed time of this Agreement or retail value of any service performed up to the date of the written cancellation. You must submit any cancellation notification to:

Acer America Corporation  
Acer Advantage Programs Department  
P.O. Box 6137  
Temple, TX 76503.

#### LIMITATION OF LIABILITY

**OUR MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF THIS EXTENDED SERVICE PLAN. THIS LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF LEGAL ACTION.**

**REPAIR OR REPLACEMENT OF THE EQUIPMENT, OR REFUND OF THE PURCHASE PRICE OF THIS EXTENDED SERVICE PLAN, ARE YOUR EXCLUSIVE REMEDIES FOR BREACH OF THIS AGREEMENT.**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF SOFTWARE, OR LOSS OF BUSINESS OR PROFITS, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, ARISING FROM OUR PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF WE OR OUR AUTHORIZED SERVICE REPRESENTATIVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

We shall not be liable to you for any delay or failure by us to perform our obligations under this agreement or otherwise if such delay or failure arises from any causes beyond our reasonable control.

#### BINDING ARBITRATION

**[Binding Arbitration provisions are not applicable to Quebec consumers] THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ACER WILL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION TO THE FULLEST EXTENT PROVIDED BY LAW. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT AS FURTHER SET FORTH BELOW IN THIS SECTION).**

To the fullest extent provided by law, and except as otherwise provided below, you and Acer agree that any Dispute (as further defined below in this section) between you and Acer will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association (AAA) and conducted in accordance with the AAA's Supplementary Procedures for Consumer-Related Disputes of the Commercial Arbitration Rules and the Consumer Due Process Protocol. YOUR RIGHTS WILL THEREFORE BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. You and Acer will agree on another arbitration forum if AAA ceases operations or is not available in your location.

The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between you and Acer. Arbitration is the process whereby a dispute is submitted to an arbitrator, for a final and binding determination, known as the award. The arbitrator is an individual, similar to a judge, who weighs evidence, reviews the information provided by both parties, and renders an award enforceable in court. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. **YOU ACKNOWLEDGE THAT, BY WAY OF THIS AGREEMENT, YOU AND ACER WAIVE ALL RIGHTS TO A JURY TRIAL.**

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.

Under the AAA Supplementary Procedures for Consumer-Related Disputes and Consumer Due Process Protocol, you retain the right to seek relief in a

small claims court for Disputes within the scope of the small claims court's jurisdiction.

If you prevail in the arbitration of any Dispute with Acer, Acer will reimburse you for any fees you paid to AAA 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 as set forth above, reasonable costs and expenses, including legal fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this binding arbitration provision may be awarded to the other party. **YOU UNDERSTAND THAT, IN THE ABSENCE OF THIS PROVISION, YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, INCLUDING THE RIGHT, IF ANY, AND SUBJECT TO THE RULES OF YOUR JURISDICTION, 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 IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH.**

This binding arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this Agreement, 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; (ii) the related order for, purchase, delivery, receipt or use of any product or service from Acer; or (iii) any other dispute arising out of or relating to the relationship between you and Acer, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides products or services purchased from or distributed by Acer.

Further information may be obtained from the AAA on line at [www.adr.org](http://www.adr.org), by calling 800-778-7879 or writing to American Arbitration Association, 1633 Broadway, 10<sup>th</sup> Floor, New York, NY, 10019.

#### MISCELLANEOUS

- The terms and conditions of this Agreement shall prevail over any conflicting, additional inconsistent provisions, any purchase order, or other document that may be submitted by you.
- No Acer reseller, agent or employee is authorized to make any modification, extension or addition to this Agreement. If any term of this Agreement is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.
- This Agreement is the complete agreement between the parties and supersedes all previous agreements, written or oral, with respect to the subject matter of this Agreement.
- [The exclusivity of this provision is not applicable to Quebec consumers.]** This Agreement is governed exclusively by the laws of the State of Texas as such laws are applied to agreements between residents entered into and performed in the State of Texas.
- No action or arbitration which arises out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.
- This Agreement is entered into by Acer America Corporation, a California corporation with a principal place of business at 333 West San Carlos Street, Suite 1500, San Jose, CA 95110.

#### Special State Laws:

**CALIFORNIA RESIDENTS:** The binding arbitration provision in this Agreement does not prohibit a California resident from following the complaint resolution process outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or you may visit its website at [www.bear.ca.gov](http://www.bear.ca.gov).

**KANSAS RESIDENTS:** This Agreement is not an insurance policy.

**NEVADA RESIDENTS:** This Agreement is not an insurance policy. If the Agreement is cancelled, no deduction shall be made from the refund for the cost of any service received. This Agreement may be cancelled due to unauthorized repair occurring after the Effective Date of the Agreement that results in a material change in the nature or extent of the risk of loss.

**NEW HAMPSHIRE RESIDENTS:** In the event you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone: (603) 271-2261, or (800) 852-3416.

**NORTH CAROLINA RESIDENTS:** Purchase of this Extended Service Plan is not required to purchase or obtain financing of the Equipment covered hereunder.

**PUERTO RICO RESIDENTS:** You will not be liable for any sums for services under this Agreement, other than costs, fees and other payments specified under this Agreement. You may cancel this Agreement for any reason at any time by sending written notice to Acer America Corporation at the address provided in the Termination section of this Agreement.

**SOUTH CAROLINA RESIDENTS:** If we do not timely resolve your claims under this Agreement within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

**TEXAS RESIDENTS:** Unresolved complaints regarding this Agreement may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, (512) 463-6599 or (800) 803-9202 (in Texas).

**CONSUMERS RESIDENT IN CANADA:** This Agreement is subject to the applicable provisions of Canadian consumer protection laws applicable to

consumers that cannot be derogated from by private agreement or which may prohibit the application of any provision or stipulation herein. To the extent that any stipulation or provision is so prohibited it: i) shall be construed as if it had been omitted from this Agreement; (ii) will not affect the legality, validity or enforceability of that provision in any other jurisdiction; and (iii) the remaining terms and provisions of this Agreement shall remain in full force and effect. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained herein, for residents of Quebec, British Columbia and Ontario the waiver set out in the Binding Arbitration section of this Agreement does not apply and you retain the right to litigate disputes before a court, including the right, subject to the rules of your jurisdiction, to litigate claims on a class-action basis.

## EXHIBIT C

### Temporary and Trial Software Licenses

- Amazon® Kindle
- Hulu
- Ivi.ru
- Netflix
- Tuneln
- Txtr
- Zinio™
- eReadingNow
- newsXpresso
- Adera by Microsoft
- Cut The Rope
- Mahjong by Microsoft
- Minesweeper
- Pinball FX2 by Microsoft
- Shark Dash
- Solitaire
- Tap Tiles
- WildTangent®
- Wordament by Microsoft
- Skype™
- Acer Crystal Eye
- Acer Social Jogger
- Evernote®
- Fresh Paint
- Skitch
- Ctrip
- Acer Explorer
- ChaCha®
- Encyclopaedia Britannica
- Merriam-Webster
- WeatherBug
- iCookbook SE
- Amazon®
- eBay®
- Microsoft Office trial
- Acer Games powered by WildTangent®
- MyET
- Acer clear.fi Media



**EXHIBIT D**

**Form of Acknowledgment of Receipt**

**Dated \_\_\_\_\_, 201\_\_**

I, \_\_\_\_\_ (the "Buyer"), whose address is \_\_\_\_\_, Unit #\_\_\_\_\_, Gaithersburg, Maryland, 20879, certify the following information:

- (a) I entered into a Laptop Purchase Agreement (the "Agreement") with the Housing Opportunities Commission of Montgomery County ("HOC") through an online portal.
- (b) I agree to and ratify all of the terms and conditions of the Agreement.
- (c) The laptop I purchased was delivered and collected by me on the date stated above.
- (d) The laptop has the SNDI or serial number as shown on the attached photocopy of the laptop's delivery package.

BUYER:

\_\_\_\_\_  
Name: \_\_\_\_\_

[attach photocopy of laptop package specification and identification label]