

**THIRD-PARTY ADMINISTRATOR TABLET COMPUTER
SERVICE AND WARRANTY AGREEMENT**

This Third-Party Administrator Tablet Computer Service and Warranty Agreement (the “**Tablet Agreement**”) is entered into this ____ day of _____, 20____ (the “**Effective Date**”) between SOLUTIONS THRU SOFTWARE INC., a Nevada corporation (hereinafter referred to as “**STS**”) and _____ (hereinafter referred to as “**TPA**”) (each sometimes referred to herein as a “**Party**” and collectively, as the “**Parties**”).

This Tablet Agreement is entered in conjunction with, and as an exhibit to, the Third-Party Administrator Testing Services Agreement entered by the Parties (the “**TPA Agreement**”). If not otherwise defined herein, capitalized terms used in this Tablet Agreement shall have the meaning attributed to them in the TPA Agreement.

Article I. Purchase of Tablet Computer and Accessories

Section 1.01 Purchase Price. For purposes of providing skills-based Testing Services pursuant to the TPA Agreement, TPA hereby agrees to purchase a Motion Computing J-Series ruggedized tablet computer or other STS-approved replacement tablet (the “**Tablet**”) from STS for a purchase price of Two Thousand Two Hundred Nineteen U.S. Dollars and Fifty Cents (\$2,219.50) (the “**Purchase Price**”). The Purchase Price is due upon execution of this Tablet Agreement. STS shall provide an invoice to TPA, which is payable as indicated therein.

Section 1.02 Included Components and Accessories. The Tablet shall include, at a minimum, the following components and accessories:

- (a) Intel Core i5-4210Y Processor
- (b) 4GB DDR3 SDRAM
- (c) 64GB Solid State Drive (SSD) SATA-300
- (d) 12.1” WXGA ViewAnywhere Display with Gorilla Glass and Digitizer Pen
- (e) Gigabit Ethernet NIC, 802.11AGN and Bluetooth
- (f) Gobi 3K MobileBroadband with GPS
- (g) Windows 7 Professional software loaded onto Tablet (Windows 8.1 Pro upgrade available)
- (h) Three (3) Year Parts and Labor Warranty with conditions as set forth herein
- (i) MIL-STD-810G milspec & IP-54 Ingress Protection ruggedization
- (j) AC adapter/charger
- (k) Digitizer Pen (1)

Section 1.03 Optional Items. The components and accessories set forth below are not inclusive in the Purchase Price and are not required to be purchased, but are available for purchase from STS at the option of TPA, for the additional amounts indicated.

(a) Shoulder Strap Carry Kit	\$47.85
(b) Replacement Digitizer Pen	\$33.92
(c) 3 Year Complete Coverage Plan*	\$253.57
(d) CompuTrace Theft Protection	\$132.00
(e) Rechargeable Table PC Battery	\$164.80
(f) Battery Charging Cradle	\$206.20
(g) FlexDock Docking Station	\$465.32

* 4, or 5 Year Complete Coverage Plans are available as well, with pricing provided upon request.

Section 1.04 Shipping. STS shall ship the Tablet to TPA upon execution of this Agreement, the TPA Agreement, and provision of all Exhibits thereto; and upon payment of the Purchase Price, in the earliest time frame possible, subject to manufacturer availability. Tracking information shall be provided to TPA upon shipping of the Tablet.

Article II. Warranty Coverage

Section 2.01 Term of Warranty. A standard parts and labor warranty covering defects in parts and workmanship of the Tablet for one (1) year from the date of purchase (the "**Warranty**") is included in the Purchase Price, subject to the terms set forth herein.

Section 2.02 Repair Service after Term of Warranty. TPA may obtain repair services from STS after the expiration of the one (1) year Warranty period; provided however, TPA will be charged at STS service center's then-current labor, parts and shipping rates unless TPA has entered a Complete Coverage Plan as set forth in Article III for covered repairs.

Section 2.03 Exclusions from Warranty. The Warranty does not include the following:

- (a) Repairs due to accidental or intentional damage of the Tablet, including but not limited to damage caused by dropping the Tablet, extreme heat, repair attempts not expressly authorized by STS, abuse, theft, vandalism and/or negligence, as determined by STS;
- (b) Repairs of defects in parts or workmanship identified after the one (1) year Warranty term;
- (c) Repair of a tablet or any hardware that is not procured by TPA from STS;
- (d) Consumable parts or accessories, including but not limited to: batteries, toner, ink, pens, or chargers;
- (e) Repairs due to the use of replacement parts not recommended by the original equipment manufacturer ("**OEM**");

- (f) Repair of cosmetic defects, regardless of cause;
- (g) Repair of tablets with removed or altered serial numbers, or broken tamper seals;
- (h) Damage caused by failure to follow written use and maintenance instructions provided with Tablet.

Article III. Complete Coverage Plan

Section 3.01 Complete Coverage. An optional plan providing: (i) accidental damage protection for necessary repairs, including parts and labor, due to accidental damage to the Tablet during the Warranty term, and (ii) extended warranty service for defects in parts and workmanship identified after the one (1) year warranty term ("**Complete Coverage Plan**") may be purchased only at the time of TPA's initial purchase of the Tablet.

Section 3.02 Term of Complete Coverage Plan. A Complete Coverage Plan may be purchased for periods of 1, 2, 3, 4 or 5 years, as set forth in Section 1.03. A one (1) year Complete Coverage Plan provides a total of one (1) year of coverage, including accidental damage protection concurrent with the initial one (1) year Warranty period. Complete Coverage Plans with terms of two (2) or more years extend the Warranty period for the term of the Complete Coverage Plan, and concurrently provide accidental damage protection during that same time period.

Section 3.03 Limitations and Exclusions of Complete Coverage Plan. Complete Coverage Plan protection is subject to the following limitations and exclusions:

- (a) A maximum of one (1) screen replacement per year during the term of the Complete Coverage Plan;
- (b) No theft replacement protection is provided;
- (c) No repairs of cosmetic features (i.e. - screen bezel) are included;
- (d) No coverage for repairs determined by STS to be caused by gross negligence or intentional acts;
- (e) Complete Coverage Plans do not apply to a tablet or any hardware that is not procured from STS.

Article IV. Conditions and Procedures of Coverage

Section 4.01 In order to receive Warranty and/or Complete Coverage Plan protection, TPA agrees to the following conditions and procedures in the event of malfunction of or damage to the Tablet:

- (a) TPA's designated Point of Contact ("**POC**") must contact the STS Help Desk via contact information provided to TPA, to report and discuss the issue.
- (b) An STS Help Desk representative will diagnose the issue, confirm the issue is covered under the terms of the Warranty and/or Complete Coverage Plan, and will attempt to

correct it by directing the POC to take certain actions, and/or by configuring the Tablet via remote access.

- (c) If it is determined that the issue is related to the Tablet's hardware or software, covered by the Warranty or Complete Coverage Plan, and cannot be resolved remotely, STS will ship a temporary loaner tablet ("**Loaner**") to the TPA, which shall be installed with only such software programs and data as are required to perform the Testing Services.
- (d) Upon receipt of the Loaner, TPA will remove the Loaner unit from the box and replace it, along with any specified accessories, with the faulty Tablet.
- (e) TPA must ensure proper packaging of the Tablet and must contact the designated courier company for a pickup from TPA's location.
- (f) TPA will ship the faulty Tablet, using a shipping label provided by STS, to either the STS service center or the manufacturer's service center, as instructed.
- (g) If returned to the manufacturer (Motion Computing), the Tablet will be either repaired or replaced at the manufacturer's discretion, and will then be shipped to STS by the manufacturer for software loading, reconfiguration, and testing.
- (h) STS will ship the repaired or replaced Tablet to TPA; upon receipt of the Tablet, TPA will remove the repaired or replaced Tablet from the box and replace it, along with any specified accessories, with the Loaner unit.
- (i) TPA will ship the Loaner unit, using a shipping label provided by STS, to either the STS service center or the manufacturer's service center, as instructed.
- (j) TPA must ensure proper packaging of the Loaner and must contact the designated courier company for a pickup from TPA's location.
- (k) The Tablet and Loaner are intended to be used solely to provide Testing Services pursuant to the TPA Agreement. STS shall have no liability for the permanent deletion through the provision of maintenance and/or repair services, of any data or software unrelated to the Testing Services that may be present on the Tablet.

Article V. Terms of TPA Agreement

Section 5.01 Incorporation. The terms, conditions, and provisions of the TPA Agreement are incorporated by reference herein.

Section 5.02 Conflict. In the event of a conflict between the terms of this Tablet Agreement and the TPA Agreement, the terms of this Tablet Agreement shall prevail.

[Signature Page Follows]

**SIGNATURE PAGE TO
THIRD-PARTY ADMINISTRATOR TABLET COMPUTER
SERVICE AND WARRANTY AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“STS” authorized signatory

“TPA” authorized signatory

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date