

*Authorized Information Technology
Schedule Pricelist*



Federal Supply Service
U.S. General Services Administration

TABLE OF CONTENTS

Section	Page
Information for Ordering Offices.....	3
Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8).....	7
Terms and Conditions Applicable to Repair of Government Owned General Purpose Commercial Information Technology Equipment, After Expiration of Guarantee Provisions (Special Item 132-12)	8
Terms and Conditions Applicable, Term Software Licenses (Special Item Number 132-32), Perpetual Software License (Special Item Number 132-33) and Maintenance of Software (Special Item Number 132-34) of General Purpose Commercial Information Technology Software Licenses	11
USA Commitment to Promote Small Business Participation Procurement Programs.....	17
Suggested Formats for Blanket Purchase Agreements.....	17
Basic Guidelines for Using Contractor Team Arrangements.....	21
Manufacturer Listing.....	22
Equipment Pricelist	23
Warranty, Terms and Conditions and EULA.....	24

CONTRACT MODIFICATIONS

This Schedule Contract Pricelist includes Modifications through
Number PA1436 effective 07/24/14

INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- [] The Geographic Scope of Contract will be domestic and overseas delivery.
[] The Geographic Scope of Contract will be overseas delivery only.
[X] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR ORDERING ADDRESS AND ORDERING INFORMATION:

a. ORDERING ADDRESS.

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
Or
Promark Technology, Inc.
c/o Authorized Government Reseller (See Listing)

b. PAYMENT ADDRESS.

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
Or

Promark Technology, Inc.
c/o Authorized Government Reseller (See Listing) When Authorized Dealers are allowed by the Contractor to bill Government agencies and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Promark Technology, Inc.
(301) 953-1120
Or
Authorized Government Reseller
(See Listing)

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G (Order/Modification Under Federal Schedule)
Block 16: Contractor Establishment Code (DUNS) is 074839986.
Block 30: Type of Contractor is (B) Other Small Business.
Block 31: Woman-Owned Small Business: No.
Block 36: Contractor's Tax Identification Number (TIN) is 520940687.

4a. CAGE CODE. 3F450

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

Table with 2 columns: Special Item Number, Delivery Time (Days ARO)

132-8.....As Negotiated between Promark and

Promark Technology, Inc.

	Customer Agency 14-60 Days
132-12.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-32.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-33.....	As Negotiated between Promark and Customer Agency 14-60 Days
132-34.....	As Negotiated between Promark and Customer Agency 14-60 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS:

- a. **PROMPT PAYMENT** - Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. **GOVERNMENT EDUCATIONAL INSTITUTIONS** – Government Educational Institutions are offered the same discounts as all other Government Customers.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not available within the scope of this contract.

10. SMALL REQUIREMENTS:

The minimum dollar value of an order for delivery to one destination is \$100.00.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

- SPECIAL ITEM 132-8 - Purchase of Hardware
- SPECIAL ITEM 132-12 - Maintenance and Repair
- SPECIAL ITEM 132-32 – Term Software Licenses
- SPECIAL ITEM 132-33 - Perpetual Software Licenses
- SPECIAL ITEM 132-34 - Maintenance of Software

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this

Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs

associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING

ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the

ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

For NetIQ:

- a. In place of an installation or delivery date for software, a shipping date shall be specified on the order.
- b. The Contractor agrees to accept orders for maintenance of software except for the following additions and modifications:
 - 1. If a Government location materially affects Contractor's capability to provide maintenance service defined herein (considering cost, location, technical and other factors), Contractor shall be entitled to charge the Government an additional maintenance charge corresponding to any additional cost incurred by Contractor in order to continue to provide maintenance service related to such Government location.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the

District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____
No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.promarktech.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required

Promark Technology, Inc.

insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY NEW EQUIPMENT (SPECIAL ITEM 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES:

a. **INSTALLATION.** Installation is available from the Contractor's Authorized Government Resellers outside the scope of this contract. Installation from the Contractor, within established service areas, is available per the terms and charges set forth under Special Item Number 132-12. Most equipment provided under this contract is considered normally to be self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY:

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. When guarantee repair cannot be performed at the Ordering activity's location, the inspection and repair of defective equipment under this guarantee will only be performed at the Contractor's service facility (point) at the following address:

Promark Technology, Inc.
10900 Pump House Road
Suite B
Annapolis Junction, MD 20701
Attention: Returns Department

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE,
REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR
GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT (AFTER
EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT
COVERED BY GUARANTEE/WARRANTY PROVISIONS)
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS:

a. The return to Contractor's Shop repair service rates listed herein are applicable to all Ordering activity locations within the scope of this contract. The on-call repair service rates listed herein are applicable to all Ordering activity locations within a one-hundred (100) mile radius of the Contractor's service point of 10900 Pump House Road Suite B, Annapolis Junction, MD 20701.

If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in the pricing section of this pricelist.

b. When repair services cannot be performed at the Ordering activity installation site, the repair services will only be performed at the Contractor's service facility (point) at the following address:

Promark Technology, Inc.
10900 Pump House Rd., Ste. B
Annapolis Junction, MD 20701

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering

activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be listed in the pricing section of this pricelist.

e. QUANTITY DISCOUNTS

Not available

9. REPAIR SERVICE AND PARTS - NOT COVERED BY A MAINTENANCE CONTRACT OR WARRANTY:

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by an Ordering activity agency on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the Ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **TRAVEL OR TRANSPORTATION.**
 - (1) **AT THE CONTRACTOR'S SHOP.**
 - (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee provision, the cost of transportation, packing, etc., from the Ordering activity location to the Contractor's plant, and return to the Ordering activity location, shall be borne by the Ordering activity.
 - (b) The Ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.
 - (2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas).** When equipment is repaired at the Ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Ordering activity location within such service areas or zones
 - (a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \$0.25 per mile for repairmen will apply to the round-trip distance between the Contractor's service center and the Ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the Ordering activity location or at the Contractor's shop.
 - (3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas).** Repair service at the Ordering activity's location, which is outside the established service area, is not available under the scope of this contract.
- d. **LABOR RATES.** The repair service rates listed herein shall entitle the Ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the Ordering activity location. There shall be no additional charge for repair

service which was requested during regular hours, but performed outside the regular hours defined above, at the convenience of the Contractor.

under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

e. REPAIR SERVICE RATES.

Minimum Charge	Rate Per Hour
----------------	---------------

At Contractor's Shop 2 Hours.....	\$65
--------------------------------------	------

Ordering activity Location (Within Established Service Areas) 2 Hours.....	\$100
---	-------

Fractional hours, at the end of the job, will be prorated to the nearest quarter hour.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Manufacturer's commercial pricelist.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All Repair work will be guaranteed/warranted for a period that is consistent with the manufacturer's commercial warranty.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period that is consistent with the manufacturer's commercial warranty.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENCES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. As a computer products distributor, Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is a DOA (Dead on Arrival) for the first 30 days after purchase. Thereafter, all warranty work is handled either directly from the manufacturer or through a contracted third party.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitations of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

For NetIQ

- a. The Contractor warrants the diskette, tape, and/or compact disc upon which Contractor delivers Contractor's Software to Government Licensee will be free from material defects in materials and workmanship under normal use for a period of sixty (60) days from the date of shipment. The Contractor's entire liability and the Government's exclusive remedy will be replacement of the diskette,

tape, and/or compact disk not meeting the Contractor's limited warranty and which is returned to the Contractor or a Contractor's authorized representative with a copy of the receipt. The Contractor will have no responsibility to replace a diskette, tape, or compact disc damaged by accident, abuse or misapplication.

- b. **DISCLAIMER OF WARRANTIES.** The Government expressly acknowledges and agrees that the use of the Software provided by Contractor is at the Government's sole risk. The Software and related documentation provided by Contractor are provided "AS IS" and without warranty of any kind. Contractor and the Contractor's Licensor(s) EXPRESSLY DISCLAIM ALL WARRANTIES, CLAIMS, AND/OR REPRESENTATIONS MADE BY CONTRACTOR OR ITS SUPPLIERS, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF TITLE, QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. CONTRACTOR AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL MEET GOVERNMENT NEEDS OR BE FREE FROM ERRORS, OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THAT ALL DEFECTS WILL BE CORRECTED. CONTRACTOR AND ITS SUPPLIERS DO NOT WARRANT THE ACCURACY OF THE REPORTS GENERATED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE PRODUCTS. THIS DISCLAIMER OF WARRANTIES SHALL APPLY TO THE EXTENT ALLOWED BY LAW.
- c. **LIMITATION OF LIABILITY.** CONTRACTOR'S AND ITS SUPPLIERS' CUMULATIVE LIABILITY TO GOVERNMENT OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID TO CONTRACTOR FOR USE OF THE SOFTWARE. CONTRACTOR AND ITS SUPPLIERS WILL NOT BE LIABLE TO GOVERNMENT OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THIS LIMITATION OF LIABILITY SHALL APPLY TO THE EXTENT ALLOWED BY LAW.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

 x_____ 1. Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

For NetIQ

1. UNLIMITED E-MAIL, TELEPHONE OR FAX SUPPORT. The Contractor will provide E-Mail, telephone and fax support during its normal business hours Monday through Friday (holidays excepted) and after hours support on an emergency basis. The Contractor's primary vehicle for support will be E-Mail unless unavailable for the Government.
2. UPDATES. The Contractor shall provide the Government notification in writing of revisions, updates, modifications and enhancements ("Updates") to the Software as they become available. These Updates will be distributed by the Contractor via E-Mail unless unavailable for the Government. The contents of all Updates shall be decided upon by the Contractor in its sold discretion and will generally include changes that correct defects as well as enhancements and upgrades to update the Software to the most current release of the Software them being generally marketed by the Contractor, provided, however, the Updates shall not include (i) versions of the Software compatible with new operating systems, or (II) enhancements, updates or upgrades separately marketed by the Contractor. The Government may obtain Updates through E-Mail delivery of a machine-readable copy pursuant to instructions contained in the Updates notification.
3. ERROR CORRECTIONS. The Contractor shall use its reasonable efforts to correct any reproducible programming error in Software attributable to the Contractor with a level of effort commensurate with the severity of the error, provided that the Contractor shall have no obligation to correct all errors in the

Software. Upon identification of any programming error, the Government shall notify the Contractor of such error and shall provide the Contractor with enough information to reproduce the error. The Contractor shall not be responsible for correcting any errors not attributable to the Contractor. Errors attributable to the Contractor shall be those that are reproducible by the Contractor on unmodified Software.

The Government shall have the option to receive maintenance in accordance with the Contractor's then current maintenance policy upon registration of the Contractor Software with the Contractor.

Government responsibilities shall include the following:

1. GOVERNMENT ASSISTANCE. The Government agrees to provide the Contractor reasonable access to all necessary personnel to answer questions about any problems reported by the Government regarding the Software. The Government agrees to promptly implement all Updates and error corrections provided by the Contractor. The Government also agrees to use E-Mail as its primary support communications connection with the Contractor, if possible and practical for the Government.
2. GOVERNMENT CONTACT PEOPLE. The Government shall appoint two (2) individuals with the Government's organization to serve as primary contacts between the Government and the Contractor and to receive support through the Contractor's E-Mail support center. All of the Government's support inquiries shall be initiated through these contacts.
3. ADDITIONAL EXPENSES. The Contractor's reasonable expenses, including, but not limited to E-Mail charges, modem dial up charges, travel and living expenses, which are incurred during the course of custom service modification work or on site maintenance services required because the Government does not provide remote access to the computers running the EA Server and EA Client shall be paid by the Government. Upon the Government's request, the Contractor will notify the Government of such estimated charges before they are incurred. All such charges are outside the scope of this contract.
4. PROCUREMENT AND MAINTENANCE OF SYSTEM. Government Licensee is responsible for procuring, installing and maintaining the hardware and software platforms (e.g. database server systems, application server systems, and client systems) that are supported by Contractor with respect to the Software, as expressly set forth in the Documentation ("Supported Platform"), together with the provision of any other necessary hardware or software required for its proper operation (collectively the "System"), and for providing a suitable operating environment in accordance with the guidelines specified by the suppliers or manufacturers of the components of the System. Contractor is not responsible for the installation, sizing, configuration, performance or other operation of the System, and Government Licensee shall look solely to the suppliers or manufacturers of the components of the System with respect to such matters. Government Licensee acknowledges that Updates to the Software may require upgrades to certain components of the System, as set forth

in the Documentation for such Update, in order to ensure optimum performance, and that Government Licensee is solely responsible for obtaining such software and hardware upgrades.

EXCLUSIONS. The Contractor is not required to provide any Maintenance Services directly related to problems arising from: (i) The Government's failure to implement all Updates to the Software which are issued under the contract; (ii) any alterations of or additions to the Software performed by parties other than the Contractor; (iii) interconnection of the Software with other software products not supplied by the Contractor; or (iv) use of the Software on an operations system or CPU other than the operating system or CPU for which such Software was designated for and licensed for use on. The Contractor shall only be obligated to support the then current production version of the Software and the immediate prior release for a period of six (6) months after such release. Support for any earlier versions or for other problems not covered under the contract may be obtained at the Contractor's then current rates for special technical services outside the scope of this contract.

____X_____
34)

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or

maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. **Cross-Year Funding Within Contract Period.** Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or

information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

For NetIQ

- a. LICENSE GRANT. In consideration of Government's payment of the applicable License Fee as set forth in this Agreement and subject to the terms and conditions of this Agreement, NetIQ Corporation grants to Government as an end user licensee ("Licensee") during the Term of this Agreement a worldwide, nonexclusive license, without the right to sublicense and solely for its own internal business operations, (i) to use NetIQ's software in object code format ("Software") subject to all of the terms of this Agreement, the number of licenses purchased for end users, and in accordance with the terms of the NetIQ's standard end user documentation for the Software ("Documentation"); (ii) to use Documentation solely in connection with Licensee's installation and use of the Software; and (iii) to install, integrate, and implement the Software or have authorized third parties do so for Licensee. Third party software ("Additional Software") may be provided for the convenience of Licensee and may be subject to separate terms and conditions as provided by the third party licensor ("Licensors"). This contract does not grant Licensee any right to receive, or any license to, any enhancement or update of the Software, or any other NetIQ software. Licensee shall implement all reasonable measures to ensure that its End Users comply with the restrictions and limitations of this Agreement.
- b. RESTRICTION ON COPIES. Licensee may reproduce the Software, Additional Software, and Documentation only as necessary to use the software for the number of licenses purchased and to make a reasonable number of copies for back-up and archival purposes. Licensee shall only make exact copies of the versions as originally delivered by

NetIQ, and shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices as in the original. If Licensee receives its first copy of the Software electronically, and a second copy on physical media, the second copy may be used for archival purposes only. All such copies, including any partial copies, constitute Software, Additional Software, or Documentation, as the case may be.

- c. LICENSE RESTRICTIONS. The rights granted in Section 1(a) above are subject to the following restrictions: (i) Licensee may use the Additional Software only in combination with the Software and solely for purposes of installing, operating, or processing data generated by the Software; (ii) Licensee may not use the Additional Software as stand-alone Applications; (iii) Licensee may not modify, port, adapt, translate, localize, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Software or Additional Software, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation; (iv) Licensee may not sublicense or use the Software or Additional Software for time-sharing, rental, outsourcing, application or managed service provision, or service bureau use, or transfer, lease, assign, pledge, share or distribute, or on-line use, or to train persons other than licensed End Users, unless previously agreed to in writing by NetIQ; (v) Licensee shall not use the Software that are development tools for general application development purposes; (vi) Licensee shall not disclose the results of any performance, functional or other evaluation or benchmarking of the Software to any third party without the prior written permission of NetIQ; (vii) Licensee may not remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Software, Additional Software, or Documentation.
- d. TITLE; RETENTION OF RIGHTS. NetIQ reserves all rights not expressly granted Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that NetIQ only grants Licensee an limited right of use, which may be revocable in accordance with the terms of this contract and that NetIQ and its Licensors retain all rights, title and interest in and to the Software, Additional Software, Documentation Updates, derivative works, modifications, bug fixes, and/or other intellectual property provided by NetIQ or its Licensors, as applicable. Licensee acknowledges and agrees that it does not acquire any rights, express or implied, in or to the foregoing, except as specifically set forth in this Agreement. The Software, Additional Software, and Documentation are protected by the copyright laws of the United States and international copyright treaties. Licensee hereby grants NetIQ a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate into the Software any new features, functionality, corrections, or enhancements shall be the sole and exclusive property of NetIQ and all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon NetIQ.
- e. CERTIFICATION AND AUDIT RIGHTS. At NetIQ's written request, but not more frequently than once annually during the Term of this Agreement, Licensee shall certify to NetIQ in a writing signed by Licensee's authorized representative its compliance with the terms of this

Agreement, and listing (i) the number of End Users by country, and (ii) the locations and types of the systems on which it operates or has installed the Software. Licensee is responsible for implementing reasonable means to monitor its compliance with the terms of this Agreement. NetIQ reserves the right to audit Licensee's use of the Software no more than once annually at NetIQ's expense. NetIQ shall schedule any audit at least fifteen (15) days in advance. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business activities. If such audit reveals that Licensee has underpaid fees to NetIQ, Licensee shall promptly pay to NetIQ such fees at the prices previously agreed to for such Software and, if the underpayment is greater than ten percent (10%), Licensee shall reimburse NetIQ for its reasonable costs of audit.

- f. **EVALUATION USE.** In the event that the Software is licensed only for Evaluation Use, the terms of this paragraph shall apply. The license to use the Software commences on installation of the Software and continues for a period of 30 days, or a shorter period for certain software products, or a shorter period for certain software products. (the "Evaluation Period") for the purpose of evaluating the NetIQ Software to determine whether Government wants to purchase a license. Government shall limit disclosure of the Software solely to its employees, as strictly necessary. This Evaluation License shall be used solely by Government Licensee's employees, and no other third party, and shall not exceed the "Number of User Account Licenses" issued by NetIQ. Such use of the NetIQ Software shall take place solely at the Licensee's site, strictly in an evaluation or testing environment. Software licensed for Evaluation Use may automatically disable itself at the end of the Evaluation Period, as it employs a restriction mechanism, which restricts the program to a limited working time. This restriction mechanism and the manner in which it enforces the restriction is maintained in confidence by NetIQ as a trade secret, and the Government may not publish, disclose or reveal it. The Government agrees that it will not do anything to circumvent or defeat the restriction mechanism. In the event any Evaluation Software does not have an automatic disabling mechanism, then Government shall discontinue using and return the Software within ten (10) business days after the end of the Evaluation period.

8. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which

the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

logy East

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

AUTHORIZED MANUFACTURERS

Manufacturer List:

AMI
ASTUTE
Contex
Cisco
Coraid
Dell
Dot Hill
Drobo
Exagrid
Fujitsu
HP
Fusion-IO
JABRA
Lenovo
Lexmark
LG
Nexsan
NetIQ
Novell
Overland
Panasonic
Promark
Qlogic
Quantum
RES
Roland
Scale Computing
Targus
Tegile
Utility
Veeam
WhipTail

EQUIPMENT PRICELIST

Note:

The Contractor will furnish, all maintenance, machine adjustments, repairs, and parts, on a return-to-factory basis for a period of thirty (30) days. Warranty/guarantee provisions and periods from individual manufacturers will be in effect, and available to the Government, after the thirty (30) day period from the Contractor. Manufacturer warranty/guarantee provisions and Production Points are shown in the Equipment Pricelist

WARRANTY TERMS AND CONDITIONS

Support: Service Programs - Warranty Terms and Conditions

Page 1 of 3



Search

Global Service Programs: Warranty Terms and Conditions

These Terms and Conditions of Warranty, Service and Support ("Terms and Conditions") cover services provided by Overland to customers ("Customers") who have purchased products ("Products") from Overland Storage, Inc. ("Overland").

Limited Hardware Warranty

Overland warrants that Overland or its designated third party service provider ("Service Provider") will repair or exchange, at Overland's option and without charge to Customer, each Product failing to function properly under normal use during the Limited Warranty Period (the "Limited Warranty"). The "Limited Warranty Period" starts on the date of shipment from Overland or on the purchase date from an Overland authorized reseller and continues for the applicable time specified at the "Warranty Coverage and Service Options" web page or for any period during which Overland agrees to extend such Limited Warranty Period. Customer's dated sales or delivery receipt is Customer's proof of the purchase date. Customer may be required to provide proof of purchase as a condition of receiving warranty service. Customer means the original end-user purchaser of the Product. This Limited Warranty is extended to the original end-user purchaser only and is not transferable.

Your Limited Warranty is NOT in effect until Overland receives your completed Warranty Registration via the Product Self Support section on Overland's web site at support.overlandstorage.com and it is processed by Overland. Processing may take up to 15 business days after receipt of your Warranty Registration by Overland.

Overland Storage warrants that the software functionality for specified Overland Products will substantially conform to its published specifications for a period of time as specified at the "Warranty Coverage and Service Options" web page from the receipt of the equipment containing the software or receipt of access to the software. This limited warranty extends only to the end customer as the original licensee. Overland Storage will comply with all applicable laws, rules and regulations in connection with its activities under the published End User License Agreement (EULA). Refer to the EULA for your product for the complete statement of warranty.

Any Product, which Overland has authorized to be replaced must be returned to Overland per the terms of the specific warranty. For Return to Factory (RTF) Replacement material, Customer must first ship the product to Overland at the Customer's expense. Once Overland receives the part, the repaired or replaced item will be shipped to Customer, at Overland's expense.

For Advanced Warranty Replacement material, the customer is obligated to return the replaced material within the stated timeframe in order to maintain the Limited Warranty entitlement. Failure to comply will result in suspension of your Limited Warranty and grant Overland the right to invoice the Customer, at current list price, for the replacement material. All returned parts or Products become the property of Overland. Overland, at its discretion, may use new, refurbished, or reconditioned replacement parts to perform any warranty repair or replacement of its Products or provide a replacement unit of Overland's choosing that is at least equivalent to the Product in hardware performance. Overland reserves the right, at its sole discretion, to refund the purchase price instead of replacing the Product.

Other terms and conditions relating to duration, scope and procedures of the Limited Warranty are available on the [Global Service Programs, Service Options Details](#) page.

Upgraded Warranty Coverage and Additional Purchased Services

In addition to the Limited Warranty applicable to all Products during the Limited Warranty Period, Customer may purchase, upon payment of the applicable fees, extended terms of the Limited Warranty Period, additional, or upgraded warranties, on-site service, and other maintenance or installation services and support ("Purchased Services") all as set forth on the "Warranty Coverage and Service Options" web page (any such purchased services being referred to as the "Services"). Purchased Services are valid to the original end-user purchaser only and are not transferable or refundable.

If Customer has purchased any Services set forth on the "Warranty Coverage and Service Options" web page, Overland or its Service Provider will provide the Services, commencing the date that Overland receives and processes your purchase order for such Services ("Service Start Date"). Processing your purchase order may take up to 15 business days after receipt of your purchase order by Overland.

Services may include mandatory engineering changes, maintenance updates, releases or upgrade versions of the Products, if any, to the Customer, but installation of recommended non-mandatory changes, updates, releases, or upgrade versions will subject Customer to additional charges.

Overland or the Service Provider will use commercially reasonable efforts to respond to Customer's request for Services within the response time set forth under the "Warranty Coverage and Service Options" web page, measured from the time Overland or its Authorized Service Provider has determined that the Services are required. Overland or the Service Provider will use reasonable care to assure that all services are performed in a workmanlike manner by competent and trained individuals utilizing generally accepted industry standards and practices.

If any Purchased Services coverage was not originally provided or purchased with the Products, or if Services coverage has lapsed, or if ownership of the product has been transferred to other than the original end user purchaser, Overland or the Service Provider may require an inspection of the Products before the Service Start Date and as a condition to providing the Services. Customer will bear the expense of such inspection, as well as the expense of the repair should the inspection reveal any failure of the Product to function properly or any conditions listed as Exclusions below.

Technical and Telephone Support

If Customer receives support as set forth on the "Warranty Coverage and Service Options" web page. Such support will include:

Access to the Product Self Support section on Overland's web site at support.overlandstorage.com.

Web self support includes FAQ's, User Guides, Application Notes and other information designed to maximize the benefit of your Product and enable the Customer to resolve

RESOURCES

Service Resources
OverlandCare
OverlandCare Support Programs Datasheet
Optional Programs
Warranty Coverage and Service Options
Warranty Terms and Conditions
Service FAQ's
Service Center Locator
Repair Services and Spares

Support: Service Programs - Warranty Terms and Conditions

Page 2 of 3

issues without the need for additional assistance. This feature is generally available 7x24x365.

Tier 1 Telephone consultation assistance shall be available 24x7x365 concerning the basic installation, application and operation of the Products:

Tier 1 Telephone consultation assistance will include initial information gathering and verification of entitlements and may include, answering basic product installation, configuration or usage questions; initial failure information gathering (including gathering product log files), answer general "how to" questions;

Tier 2 and 3 technical telephone support will be provided during Overland's standard business hours (excluding legal holidays observed by Overland or its authorized service representative) at no additional cost for Hardware failures occurring during the Telephone Technical Support Period specified at the "Warranty Coverage and Service Options" web page. Technical telephone support provided after the first 90 days of the Warranty Period, outside the Warranty Period or for exclusions to this Product Limited Warranty may be provided on an as-available basis for a per incident charge. Credit card deposits may be requested in such cases unless Upgraded Warranty coverage or Additional Purchased Services are in effect. The deposit will be refunded if the Defect is a Hardware failure identified within the Warranty Period. "Defect" means the Product is not performing in accordance with Overland's published specifications, the nonconformity is covered by the Product Limited Warranty and the nonconformity is reproducible. For more details on the Overland "Out of Warranty" Services, go to this link "Overland Out of Warranty Services".

Tier 2 and 3 telephone consultation assistance will include failure isolation and identification; providing standard fixes and workarounds to known failures; utilize support lab equipment to replicate customer problems if necessary; apply advanced troubleshooting techniques to the extent required to determine root cause and final resolution of customer issues; work with the customer to apply the resolution and confirm return to correct operating conditions

If a customer requires Tier 2 and 3 phone support outside of Overland standard business hours, the must purchase the appropriate Support Coverage that provides this Tier 2 and 3 support 24x7x365 and as specified at the "Warranty Coverage and Service Options" web page

Product Location

If Customer receives support as set forth on the "Warranty Coverage and Service Options" web page, the Services will be provided only at the location initially designated by Customer at the time of product registration. Services will not be provided at any other location, unless Overland agrees to such other location. On-site support services may not be available for products located within private residences.

If Customer wishes to relocate the Products, it will give 30-day prior, written notice to Overland and resumption of Services on such Products will be subject to Overland's consent and the payment by Customer of additional charges as determined by Overland. Additional charges or change of service level according to Overland's then-current policies and pricing may also apply if the Product is relocated to a geographic location in which Overland Services are available at a price different from that paid or where available service levels vary from the original location. No refund will be made of any Purchased Services.

Any product requiring support within 15 days following such relocation or notice thereof will be analyzed to determine if a coverage exclusion for installation or damage shall apply.

On-Site Services

For any on-site Services, Customer will provide to the personnel providing the Services, at Customer's expense and at the scheduled time and at other reasonable times and for reasonable time increments: (i) full and free access to the Products and the use of any product, attachment, documentation, software, diagnostics or other equipment necessary to provide Service; and (ii) adequate and safe working and storage space and facilities as reasonably needed by personnel providing Services, including, without limitation, adequate heat, light, ventilation and electrical current and outlets. Customer will be solely responsible to move furniture, equipment, stored materials or any other objects as required while Services personnel are at Customer's premises.

Third Party Software

Third Party Software may be included in the Products. Third Party Software is any third party, free or open source software provided by Overland but separately licensed. Third Party Software may not be covered by Purchased Services. Customer may be able to purchase Supplemental Software Service for Third Party Software. In order to purchase the Supplemental Software Service, Customer must purchase and at all time maintain a current valid support entitlement for the Overland hardware Product on which the Third Party Software runs.

Exclusions

Overland will have no obligation to provide any warranty or Services for, or may in Overland's sole discretion charge additional fees for: (a) altered or modified Products or Products from which the serial number or any warranty seal has been removed or that have been damaged or rendered defective, (b) Products that are damaged as a result of repairs by anyone other than Overland or its Service Provider, accident, misuse, abuse, or other external causes or not related to any Product error, (c) Products incorporated into other products not manufactured by Overland or that have parts or accessories that have not been provided or installed by Overland or its Service Provider, (d) Products used other than as specified in the Overland's user manual or specifications or operated outside the usage parameters stated in the user documentation; (e) expendable or consumable parts or media, wire, or cables; (f) repainting or refinishing; or (g) installation, configuration or relocation of the Products.

Products returned and found in good working order or covered by one of the foregoing exclusions will be subject to an additional service charge. If any unauthorized new equipment specifications, attachments, features, unauthorized or unapproved firmware or other changes are made or added to any of the Products after the Service Start Date, Overland may cancel the Service or adjust the specified charges.

Charges and Obligations

Overland will invoice and Customer will pay Overland the applicable Services fee or other charges set forth on and according to any terms listed on the Expanded Warranty Coverage and Service Options or on any applicable invoice. Services fees listed are exclusive of any taxes that may apply.

Overland may suspend or cancel Services if Customer fails to make payment or breaches any provision of these Terms and Conditions or any term or condition set forth under the Expanded Warranty Coverage and Service Options and such nonpayment is not remedied within 30 days after the original due date or such breach is not remedied within 30 days after the date of Overland's notice of the breach. FAILURE TO RETURN ANY DEFECTIVE MATERIAL WITHIN 15 DAYS OF RECEIPT OF ITS REPLACEMENT SHALL BE CONSIDERED A BREACH AND WILL RESULT IN SUSPENSION OF THIS AGREEMENT UNTIL SUCH MATERIAL IS RETURNED OR PURCHASED. If Overland suspends or cancels Services for Customer's failure to return Advance Warranty Replaced material or to pay Overland on the due date, then in order to reinstate or renew Services (if allowed by Overland), Customer must first pay Overland the applicable Services fee and any reinstatement charge listed under the Expanded Warranty Coverage and Service Options. No portion of any charges for Services will be prorated or refunded to Customer in the event the Services are terminated prior to the end of the term then in effect.

Data and Privacy

IT IS CUSTOMER'S SOLE RESPONSIBILITY TO MAKE BACK-UP COPIES OF CUSTOMER'S DATA AND TO ENSURE THAT ALL OF ITS DATA AND FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. BEFORE ALLOWING SERVICE OF ANY PRODUCT, CUSTOMER MUST BACK-UP DATA AND REMOVE ANY OF CUSTOMER'S CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL BE LIABLE FOR ANY CONFIDENTIAL OR PRIVATE INFORMATION OR DATA CONTAINED IN ANY PRODUCT, HARDWARE, SOFTWARE OR MEDIA. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL HAVE ANY LIABILITY ARISING OUT OF ANY DAMAGE TO OR LOSS OF SUCH DATA WHILE THE PRODUCT IS IN OVERLAND'S OR THE SERVICE PROVIDER'S POSSESSION. OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR THE BACK-UP, SAVING, OFFLOADING, RECOVERY, RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY OVERLAND WHEN THE PRODUCT IS MANUFACTURED.

Disclaimers

OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR TECHNICAL SERVICES OF ANY SORT RELATED TO SYSTEM DESIGN OR

Support: Service Programs - Warranty Terms and Conditions

Page 3 of 3

OPERATION, PROGRAMMING OR SOFTWARE NOT SOLD BY OVERLAND. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL BE LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY CUSTOMER FOR A THIRD PARTY OR FOR ANY DAMAGE THAT OCCURS AS A RESULT OF CUSTOMER'S FAILURE TO FOLLOW THE INSTRUCTIONS THAT CAME WITH THE PRODUCT.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, OVERLAND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OVERLAND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET THE CUSTOMERS' REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. LAWS FROM TIME TO TIME IN FORCE IN THE RELEVANT MARKET MAY IMPLY WARRANTIES WHICH CANNOT BE EXCLUDED OR WHICH CAN ONLY BE EXCLUDED TO A LIMITED EXTENT, IN WHICH CASE, OVERLAND LIMITS ITS AND ITS SERVICE PROVIDER'S LIABILITY TO THE EXTENT PERMITTED BY LAW. IF OVERLAND CANNOT EXCLUDE ANY WARRANTY IMPLIED BY LAW, THIS WARRANTY SHALL BE READ AND CONSTRUED SUBJECT TO SUCH STATUTORY PROVISIONS.

Overland Storage products may be manufactured from new parts, or new and used parts. Unless specifically identified as "used" or "refurbished" all Overland Storage products shall be covered by their specific standard warranty entitlement at the time of customer purchase.

Limitations of Liability

UNDER NO CIRCUMSTANCES WILL OVERLAND, ITS SERVICE PROVIDER OR EITHER'S AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, INCONVENIENCE, DELAY, PROFITS, USE OF MONEY OR USE OF THE OVERLAND PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA.

OVERLAND'S AND THE SERVICE PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS RELATED TO OR ARISING OUT OF THESE TERMS AND CONDITIONS FOR ANY CAUSE AND DESPITE THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, STATUTORY OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, WILL NOT EXCEED THE AMOUNT OF THE SERVICE FEES THAT CUSTOMER PAID TO OVERLAND DURING THE PARTICULAR TERM IN WHICH SUCH DAMAGE OCCURRED. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF CUSTOMER HAS ADVISED OVERLAND OR ITS SERVICE PROVIDER OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THESE TERMS AND CONDITIONS GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. CUSTOMER IS ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF CUSTOMER'S RIGHTS. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THESE TERMS AND CONDITIONS MAY NOT APPLY TO CUSTOMER.

General Terms

Neither Overland nor the Service Provider is responsible for failure to fulfill its obligations pursuant to these Terms and Conditions due to acts of God, labor disputes, shortages of parts or materials or any other causes similar or dissimilar, beyond its reasonable control.

These Terms and Conditions and the Expanded Warranty Coverage and Service Options together constitute the complete and exclusive agreement regarding the warranty and service terms and conditions of Overland branded Product. These Terms and Conditions supersede any prior agreements or representations—including representations made in Overland sales literature or advice given to Customer by Overland, an Overland authorized reseller, or an agent or employee thereof—that may have been made in connection with Customer's purchase of the Product. No change to the conditions of these Terms and Conditions is valid unless it is made in writing and signed by an authorized representative of Overland. Overland may in its sole discretion modify the Terms and Conditions at any time and from time to time. If any provision of these Terms and Conditions is held invalid by any law or regulation of any government or by any court, such invalidity will not affect the enforceability of other provisions in these Terms and Conditions.

These Terms and Conditions will be governed by the laws of the State of California. Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions will be commenced in a federal or state court in the County of San Diego, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

© 2011 Overland Storage | Terms of Use | Privacy Policy

12. General Information

12.4 Limited Warranty

**PANASONIC CONSUMER ELECTRONICS COMPANY,
DIVISION OF MATSUSHITA ELECTRIC
CORPORATION OF AMERICA
One Panasonic Way,
Secaucus, New Jersey 07094**

**PANASONIC SALES COMPANY,
DIVISION OF MATSUSHITA
ELECTRIC OF PUERTO RICO, INC.,
Ave. 65 de Infantería, Km. 9.5
San Gabriel Industrial Park,
Carolina, Puerto Rico 00985**

**Panasonic Facsimile Product
Limited Warranty**

Limited Warranty Coverage

If your product does not work properly because of a defect in materials or workmanship, Panasonic Consumer Electronics Company or Panasonic Sales Company (collectively referred to as "the warrantor") will, for the length of the period indicated on the chart below, which starts with the date of original purchase ("Limited Warranty period"), at its option either (a) repair your product with new or refurbished parts, or (b) replace it with a new or a refurbished product. The decision to repair or replace will be made by the warrantor.

FAX categories	Parts	Labor
Thermal Transfer Facsimile	6 Months	6 Months
Laser Facsimile	1 (one) Year	1 (one) Year

Batteries, antennas, optional accessories (such as additional handsets), ink film, toner cartridge, drum unit, and ink cartridge (as may be applicable), and cosmetic parts (cabinet) are not warranted under this Limited Warranty.

During the "Labor" Limited Warranty period there will be no charge for labor. During the "Parts" Limited Warranty period, there will be no charge for parts. You must carry-in or mail-in your product during the Limited Warranty period. This Limited Warranty only applies to products purchased and serviced in the United States or Puerto Rico. This Limited Warranty is extended only to the original purchaser and only covers products purchased as new. A purchase receipt or other proof of the original purchase date is required for Limited Warranty service.

Carry-In or Mail-In Service

For Carry-In or Mail-In Service in the United States call 1-800-HELP-FAX (1-800-435-7329)
For assistance in Puerto Rico call Panasonic Sales Company (787)-750-4300 or fax (787)-768-2910.

Limited Warranty Limits And Exclusions

This Limited Warranty ONLY COVERS failures due to defects in materials or workmanship, and DOES NOT COVER normal wear and tear or cosmetic damage. The Limited Warranty ALSO DOES NOT COVER damages which occurred in shipment, or failures which are caused by products not supplied by the warrantor such as non Panasonic ink film, toner cartridge or drum unit, or failures which result from accidents, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation, set-up adjustments, signal reception problems, misadjustment of consumer controls, improper maintenance, power line surge, improper voltage supply, lightning damage, modification, or commercial use (such as in a hotel, office, restaurant, or other business), rental use of the product, service by anyone other than a Factory Servicenter or other Authorized Servicer, or damage that is attributable to acts of God.

THERE ARE NO EXPRESS WARRANTIES EXCEPT AS LISTED UNDER "LIMITED WARRANTY COVERAGE". THE WARRANTOR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. (As examples, this excludes damages for lost time, cost of having someone remove or re-install an installed unit if applicable, or travel to and from the servicer. The items listed are not exclusive, but are for illustration only.) ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARE LIMITED TO THE PERIOD OF THE LIMITED WARRANTY.

12. General Information

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied Limited Warranty lasts, so the exclusions may not apply to you.

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If a problem with this product develops during or after the Limited Warranty period, you may contact your dealer or Servicenter. If the problem is not handled to your satisfaction, then write to the warrantor's Consumer Affairs Department at the addresses listed for the warrantor.

PARTS AND SERVICE WHICH ARE NOT COVERED BY THIS LIMITED WARRANTY ARE YOUR RESPONSIBILITY.

For In Limited Warranty product service

- Call toll-free 1-800-HELP-FAX (1-800-435-7329) for the location of an authorized servicenter.

For out of Limited Warranty technical and troubleshooting support: Panasonic offers two value based, cost effective, solutions:

1. Panasonic Continued Services 900 fee based support: 1-900-FAX-HELP (1-900-329-4357)

This exceptional service is charged directly to your telephone bill at only \$2.49 per minute.

2. Panasonic Premier Service Club (PPSC): 1-800-435-7329

PPSC provides toll free troubleshooting support at only \$7.99 for a one time sampler or \$23.95 for a one year or 5 call membership. These services are billed directly to your major credit card.

When you ship the product

- Carefully pack your unit, preferably in the original carton.
- Attach a letter, detailing the symptom or problem, to the outside of the carton.
- Send the unit to an authorized servicenter, prepaid and adequately insured.
- Do not send your unit to the Panasonic Consumer Electronics Company or to any executive or regional sales office. These locations do not repair consumer products.

Both of these comprehensive programs provide real time, live agent support for customers who are not eligible for coverage under the limited warranty.

Terms and prices are subject to change without notice.



WARRANTY PROGRAM
SERVICE & SUPPORT

NEXSAN E-SERIES™
NEXSAN BEAST/BOY

WARRANTY GENERAL TERMS

Nexsan warrants that its Hardware Products are free from defects in material and workmanship for 3 years from date of shipment or contract purchase, and will conform to the applicable Nexsan specifications, under normal use and service, for the applicable warranty period of 3 years. All warranties begin upon original shipment date from Nexsan. (Software is covered under a separate warranty)

Nexsan's sole and exclusive obligations under its warranty are to repair or replace, at Nexsan's option, the nonconforming system or component, or to issue customer a refund for the purchase price of the equipment.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE WARRANTY REMEDIES STATED HEREIN ARE EXCLUSIVE. Nexsan shall not be responsible or liable for any consequential, indirect or special damages to any party, including lost profits, lost savings, lost data and loss of reputation, even if Nexsan has been advised of the possibility of such damages. Nexsan strongly urges all customers to take precautions to protect against data loss, particularly mission critical data, and to properly archive and backup data.

Any Nexsan warranty shall immediately be null and void if, in Nexsan's sole judgment, the unit has been altered or repaired other than with authorization from Nexsan and by its approved procedures, has been subject to misuse, abuse, negligence or accident, damaged by excess voltage, damaged in shipment, subjected to improper environmental conditions, or had its serial numbers and/or other marking altered, defaced or removed. Normal user preventative maintenance is the responsibility of the Purchaser and is excluded from this warranty.

Nexsan uses specific drive models, revision levels, and specially screened drives to ensure proper operation and reliability of the Nexsan Storage array. Drives not supplied by Nexsan can cause the array to function less than optimally or not at all and will therefore, in all cases, cause the warranty to terminate. Some levels of Nexsan firmware may prevent drives not supplied by Nexsan to be recognized by the array.

In the event of a failure during the warranty or any contracted support period the end-user may contact Nexsan Technical Services during standard Nexsan Business Hours, 8:00AM to 5:00PM Monday through Friday, at the Nexsan Regional Support Center nearest to the product location and a Nexsan engineer will assist in diagnoses and resolution. Please refer to our "Contact Technical Support" web page for complete information on how to contact your closest Nexsan regional support center or call +1 760 690 1111. Customers may also contact Nexsan Technical Services via email at support@nexsan.com. All support requests via email are addressed during standard Nexsan Business Hours.

Nexsan will make available free of charge to the original registered owner of the Product any Nexsan Software updates and maintenance releases which are issued during the warranty, or contracted support period. Major releases are not included in any support level. These updates are available on www.Nexsan.com and may only be available if the system has been registered through the on-line or GUI process.

Nexsan provides advance replacement of any identified defective hardware component during the warranty period. Replacement components will be advance shipped within one business day. Deliveries are normally shipped via standard two day freight. Actual delivery times may vary depending upon location.

Customers that do not wish to replace defective components can arrange for the entire storage device to be shipped, at customer's expense, to Nexsan for diagnosis and repair or alternatively can request on-site professional services from Nexsan. If professional services are requested a quote will be provided to the customer.

Available Support Upgrades: See our "Service and Support Programs" web page for details of these offerings

- Basic level warranty extension
- Enterprise Next Business Day onsite support
- Premium 7x24x4 onsite support
- On Site Spares Kit (OSSK)
- Nexsan Professional Services



NEXSAN SERVICE AND SUPPORT PROGRAMS

Nexsan E-Series, Nexsan E5000 Family, Beast, Boy

Choose the Nexsan Service and Support Program that fits your organization and get the highest performance out of your Nexsan storage systems while protecting your investment. Nexsan offers Basic, Enterprise, Premium and Concierge programs above the Standard Warranty to provide a selection of service and support features for any sized organization or IT team. Contact your Nexsan sales representative or visit www.nexsan.com to learn more about which service and support options best meet your needs.

	BASIC	ENTERPRISE	PREMIUM	CONCIERGE
Phone and Email Support	Nexsan Business Hours	7x24	7x24	7x24
Severity Level 1 / 2 / 3 (remote) Response Times	4 hrs / 8 hrs / 6 hrs Business Hours	4 hrs / 4 hrs / 8 hrs 7x24 Hours	2 hrs / 4 hrs / 4 hrs 7x24 Hours	1 hr / 2 hrs / 2 hrs 7x24 Hours
Firmware and/or Software Updates (bug fixes, minor releases)	Yes	Yes	Yes	Yes
Firmware and/or Software Upgrades (new features, major releases)	No	Yes	Yes	Yes
Parts Deployment	Advance Parts Replacement (Self-installed FRU)	Arrive with On-site Technician	Arrive with On-site Technician	Arrive with On-site Technician
Parts Timeframe	Ship within 1 Business Day	On-site 5x9 Next Business Day	On-site 7x24 4-hour Response	On-site 7x24 4-hour Response
Nexsan E5000 Concierge Support Suite		No		Yes Nexsan E5000 Only

The Nexsan E5000 Concierge Support Suite covers the E5000 head and any attached Nexsan E-Series storage systems.

NEXSAN E5000 CONCIERGE SUPPORT INCLUDES A SUITE OF ADDED SERVICES:

Hardware monitoring, auto-dispatch, personal Technical Account Manager, rapid answers, monthly health check, capacity and performance review twice per year.

PRODUCT WARRANTY				
Boy / Beast 36 months	Nexsan E-Series 36 months	Nexsan E5300 / E5500 HW 36 months	Nexsan E5100 HW 12 months	Nexsan E5000 Family Software 90 days

NEXSAN SERVICE AND SUPPORT PROGRAMS

Nexsan E-Series, Nexsan E5000 Family, Beast, Boy

STANDARD WARRANTY

The Standard Warranty includes free firmware and software updates (bug fixes, minor releases) and covers all Nexsan supplied hardware components. Once a Return Material Authorization (RMA) is issued, replacement components are advance-shipped within one business day. An RMA can be obtained by phone, fax or email. Warranty period varies by product. See product Warranty for more information. Warranty extensions may be purchased for current products still under Warranty. (Some restrictions apply)

NEXSAN REGULAR BUSINESS HOUR PHONE AND EMAIL SUPPORT

All Nexsan support centers are staffed by Senior Technical Engineers to answer questions, issue RMAs and provide onsite service if required. Nexsan regular business hour support provides standard English language support, available by phone Monday - Friday during Nexsan Business Hours 9:00 am to 5:00 pm local time at global support centers in San Diego, California (US), Derby (UK) and Tokyo Japan. Email support at support@nexsan.com or through www.nexsan.com/support. Email requests are addressed during Nexsan Business Hours. Enterprise, Premium and Concierge Support customers receive a hotline for dedicated 24x7 service. Our globally connected call tracking and communication system ensures the same level of quality support worldwide.

BASIC SUPPORT

Nexsan customers who prefer to perform simple hardware replacement themselves and do not need 24x7 care choose Basic support. As needed, replacement parts are advance-shipped within one business day of diagnosis of a hardware fault. Basic support includes Nexsan Technical Support by phone and email during standard Nexsan Business Hours. Software upgrades are available for an additional charge. Software/Firmware Updates are free.

Nexsan E-Series, SATABoy and SATABeast RAID products include Basic Support in the Standard Warranty.

ONSITE MAINTENANCE

Enterprise, Premium and Concierge programs include options for onsite maintenance and parts replacement by one of our Nexsan-trained, world-class global and regional service partners.

ENTERPRISE SUPPORT

Nexsan customers who want to simplify maintenance and ensure overall system availability, choose Nexsan Enterprise support for an enhanced level of service.

It includes 24x7 phone and email support and next-business-day onsite hardware replacement, following diagnosis of a hardware issue. Software and firmware upgrades and updates are also included. (Note: on-site support is not available on Nexsan holidays. See Nexsan.com/support for details)

PREMIUM SUPPORT

Nexsan customers who require infrastructure operation 24x7x365 choose Premium support for fast, 24x7 response and onsite hardware replacement. Once a hardware issue is diagnosed by phone, a Nexsan Technical Engineer arrives onsite, within 4 hours, if needed.

Premium support also offers enhanced response times to software support issues and an exclusive support hotline for around-the-clock access. Software/firmware updates and upgrades are included.

CONCIERGE SUPPORT

Nexsan E5000 Concierge support offers proactive managed services to ensure all the Nexsan storage as part of your E5000 system is always in peak operating condition. In addition to the features of the Premium support program you receive 24x7 hardware monitoring and automatic dispatch. Your assigned Technical Account Manager is intimately familiar with your installation and can provide rapid answers to questions. Nexsan conducts monthly health checks to keep your system in peak condition, as well as capacity and performance reviews twice a year. Personalized Concierge service offers the ultimate in support availability and ease.

NEXSAN PROFESSIONAL SERVICES

In addition to world-class support programs, Nexsan offers professional services to assist with solution design, installation and implementation. Onsite specialists work with you to configure your system, integrate it into your environment and even perform application and data migration. Nexsan Professional Services are priced at daily rates and can be scheduled for any number of days. Web-assist professional services for advanced remote assistance are also available. Contact your Nexsan sales representative or the Nexsan Technical Services Group for more information.

Imagine.



Inkjet Printers
+ Printer/Cutters

Vinyl Cutters
+ Print Trimmers

Rotary Engravers
+ Impact Printers

Benchtop Mills
+ 3D Scanners



WARRANTIES

OVERVIEW

STANDARD TERMS & CONDITIONS

INKJET 2-YEAR WARRANTY

With Roland limited warranties, you get not only extensive coverage of your device, but the best service and support in the industry. All products come standard with the manufacturers warranty outlined below, with upgrade options available on many products.

To maximize your warranty, [Register Today](#)

Wide-format Inkjets	2 years	Automatically includes a one-year manufacturers warranty. Add the second year of warranty to qualified models (does not include VersaCMM SP series or VersaStudio BN-20), free when you register your machine and use Roland inks exclusively. More info.
BN-20 Printer/Cutter	1 year	Automatically includes a one-year manufacturer's warranty when you register your machine and use Roland inks exclusively. More info.
GX-24 Cutters	2 years	Automatically includes a 1-year manufacturers warranty. Add the second year of warranty, free when you register your machine within 60 days of purchase.
GX Pro Cutters	3 years	Automatically includes a two-year manufacturers warranty. Add the third year of warranty, free when you register your machine within 60 days of purchase.
EGX Engravers	2 years	
MPX Photo Impact Printers	1 year	
DWX Milling Machines	2 years	
MDX Milling Machines	1 year	
LPX Scanners	1 year	

STANDARD WARRANTY TERMS & CONDITIONS

Roland Protection Plus Extended Warranties

Learn how inexpensive it is to prevent unhappy surprises once your original equipment warranty expires.

INKJET EXTENDED WARRANTIES

NON-INKJET EXTENDED WARRANTIES

Free Software & Firmware Updates Come Standard with Ownership of Your Roland

Roland is unique in offering valuable free upgrades to our customers in appreciation for their loyalty and support. For instance, the Free Pure Print Performance Upgrade featuring revolutionary Roland Intelligent Pass Control technology gives existing VersaCMM and AdvancedJET owners the powerful technology to achieve the exceptional image quality and productivity their businesses require.

Warranties - Roland Passport Customer Care

Likewise, existing MDX-40 and MDX-40K milling machine customers qualify for free performance upgrades, enabling them to update their hardware with all the new software and firmware features and capabilities of the MDX-40A free of charge.

We encourage you to register your machine to maximize your Roland ownership experience, and stay posted for future examples of our unmatched commitment to your business success.

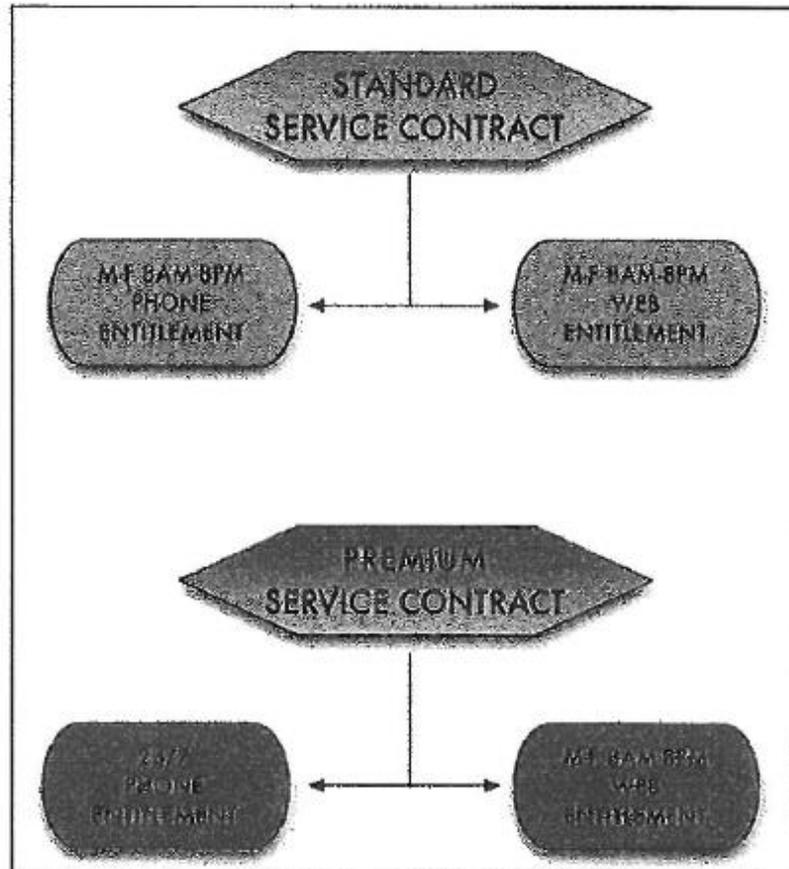


Copyright © 2012 Roland DGA Corporation

SCALE COMPUTING, INC.

Service Contract Definitions

- **Standard Support:** End users receive 8AM-8PM EST phone and web support, with shipping defaulting to ground. After 8PM EST, shipping will be completed the next business day. Support services will have a four-hour milestone to respond to customer requests.
- **Premium Support:** End users receive 24/7 phone support and M-F 8AM-8PM web support, with shipping always being priority overnight. After 8PM, shipping will be completed the next business day unless situation is deemed 'critical.' Support services will have a two-hour milestone to respond to customer requests.
- **Entitlements:** Two entitlements are covered by one service contract, broken out between phone and web support.





Limited Hardware Warranty

Utility Associates (UA) warrants that UA products are free from defects in material and workmanship according to the following definitions, terms, and conditions:

The limited warranty for Products is for ONE (1) year beginning on the date of sale of the Product to the original purchaser ("Customer") of the product. The limited warranty is extended annually based upon payment of the Remote Configuration Management (RCM) annual fee for each subsequent year. The limited warranty is not assignable or transferable to any subsequent purchaser or user.

During the limited warranty period, UA will repair or replace, at UA's sole option, parts that will not operate for their intended use, with new or refurbished parts as needed. UA may also choose to replace entire units. The limited warranty does not cover cosmetic defects in appearance caused by normal wear and tear, expenses related to removing or reinstalling the product, or shipping to and from the UA factory except as authorized in an RMA.

Customer shall have no coverage or benefits under this limited warranty if any of the following conditions apply:

- a) The Product has been subjected to physical abuse; exposed to moisture or dampness; intentional damage; improper storage; unauthorized disassembly, modifications, or repair; misuse; neglect; improper third party installation; shipping damage; or other acts which are not the fault of UA.
- b) The Product has been damaged from external causes such as collision with an object; fire; dust, sand, dirt; windstorm; lightning; earthquake; tornado; hurricane or other weather conditions; theft; voltage sags or surges outside of the range of 8 to 18 volts DC; installation without 5 amp fuse protection; blown fuses; improper installation by a third party installer; improper connection of any electrical source; or exceeding MIL STD 810F operating temperatures and vibration standards.
- c) UA was not advised in writing by the Customer of the alleged defect or malfunction of the Product within fourteen (14) days after the expiration of the limited warranty period.
- d) The Product serial number or data code has been removed, defaced, or altered.

Under no circumstances shall UA's liability under this limited warranty exceed the actual cash value of the Product at the time the Customer returns the product for repair. Actual cash value is determined by the price paid by the Customer for the Product less a reasonable amount for normal wear and tear depreciation.



VEEAM CUSTOMER SUPPORT REFERENCE GUIDE

Overview

This Customer Support Guide details our support services, contact information, and best practices for contacting support to ensure quick response and issue resolution.

The Veeam Web site (<http://www.veeam.com>) provides a wealth of information at your fingertips. Refer to the following online resources before you contact Veeam Customer Support.

Community Forums	Exchange information with other Veeam customers and team behind the product; contains product-specific conferences. Maintained and moderated by product management team. Available at no additional charge.
Support Portal	http://support.veeam.com/ Please log on to our Customer Center support portal to: <ul style="list-style-type: none"> • Manage your support cases. • Request "one click update". • Attach logs to existing cases. • Obtain product downloads and patches. • Manage your license
Knowledge Base	Browse how to articles and search for solutions to common questions at http://www.veeam.com/kb_search_results.html/
Documentation	Review and download the latest product documentation online.

Supported Languages

Veeam is pleased to offer first level technical support services in the following languages during normal business hours (8AM to 8PM Customer Local Time):

United States	English
Canada	English
Europe, Middle East, Africa	English, German, French, Spanish, Russian
Asia Pacific	English
Latin America	English, Spanish

After Customer Business hours all first level support in English only. All second and third level support is offered in English only.



Support Programs

All customers with maintenance agreement in effect, regardless of their program, are entitled to contact support via web or phone 24x7x365 and open a case.

We offer two support response programs (Standard and Premium) to our customers and one program (Evaluation) for 60 days if you are evaluating our software.

Evaluation Support

Evaluation Support program provides software support services during business hours (Monday through Friday) as defined below during the defined evaluation period.

Standard Support

Standard Support program provides software support services during business hours as defined below along with upgrades and updates to the products. One year of Standard Support is included with product license purchase.

Premium Support

Premium Support program provides 24/7 software support services and fast response times for critical issues.

Support Programs Comparison Matrix

Service	Evaluation Support	Standard Support	Premium Support
Product updates	NA	Yes	Yes
Product upgrades	NA	Yes	Yes
Technical Support	Phone/ web	Phone/web	Phone/web

Business Hours are defined as Follows and are Customer Local Time

Support Program	Business Hours
Evaluation Support	Mon-Fri 8 am – 5 pm
Standard Support	Mon – Fri 8 am- 8 pm
Premium Support	24x7x365



Severity Definitions and Response Time SLA

Severity Level Guidelines

Severity levels provide an indication of the urgency of an issue, and help us provide a rapid and effective response. Categorizing severity levels incorrectly hinders the overall case-handling process, and can adversely affect you. When you report an issue, you and the Veeam Support Analyst should discuss and agree upon an appropriate severity level. You have the option to change the severity level of an issue as business conditions change around the impact.

Response goals are intended to provide a target for initial response to an issue or query. We will work a Severity 1 issue around the clock for Standard and Premium Support if you have a technical resource available to work with us until:

- A resolution or workaround is in place and business impact has been mitigated.
- The severity is mutually downgraded.

*Evaluation Customers

We make best effort to provide equivalent of "Standard Support" response times to customers with valid trial license during the official evaluation period.

**Free and NFR Licensed Products

Depending on staff availability, we attempt to provide support for users using our free products. However, we do not currently provide response goals or response guarantees for this service.



We respond to problem reports based on the following guidelines:

* Note when indicated Business hours are M-F 8AM – 8 PM local time.

Severity	Description	Target Premium Response SLA	Target Standard Response SLA
Severity 1	A business critical software component or a Veeam managed system is inoperable or unavailable; production system is down; or there is an emergency condition. Requires an immediate workaround or solution. Examples: Excessive abnormal terminations impacting all monitoring, backups and schedules or a down/offline production system cannot be restored; application or system failure caused by Veeam product.	1 hour	2 hours
Severity 2	Adversely impacting Production operations, but the production system is not down; product operates, but is seriously restricted. Examples: Production application response times or system performance are slow, system is available. Some monitoring or backups are impacted.	3 hours	8 business hours
Severity 3	A non-production issue; the majority of functions are still usable, a limited condition that can be readily circumvented. Example: non-Production application response times or system performance are slow, system is available. Some monitoring or backups are impacted.	6 hours	12 business hours
Severity 4	Minor issue or question that does not affect the product function, and can be readily circumvented. For example: "How to" questions; the text of a message, or page of documentation is worded poorly or misspelled, General Feedback, Feature Requests.	8 hours	24 business hours



Contacting Customer Support

Your organization should designate a few representatives responsible for opening cases with Veeam, and receiving maintenance information. They should have the appropriate technical skills and system level access to work with Veeam Support Engineers in resolving open issues. These support contacts will be your interface to Veeam Support, and should be notified of all issues that surface within your organization. They will escalate issues to Veeam Support as necessary.

Be prepared to provide the following information:

- Your name, company name, and telephone number with extension
- Case number (if applicable)
- Product name, release level, and any maintenance applied to the product

Logging a Case

Any information you can provide regarding the issue you are experiencing could have a significant impact on how fast the issue is diagnosed and resolved. You will be asked to provide the following information:

- Issue description, impact on your system and business operations, issue severity, and the exact text of error messages and diagnostic details.
- Steps to reproduce the problem, known workarounds
- Contact number where you can be reached
- Best time to reach you, and contact method (i.e. email/phone)

Submitting a Support Case

To file a case you may use any method below. We encourage you to set the initial severity level for the problem when submitting a case and highly recommend using phone to submit Severity 1 issues.

Via the Web

You can file a case using a web browser in **Customer Center**: <http://support.veeam.com/>. Please follow the new case wizard to open a case. Upon submitting the case you will receive an electronic confirmation with a unique case number sent to your email address. You will also be able to see the case in the open cases management tab.

Via the Phone

To open a case using the phone call one of the phone numbers mentioned in **Contacts** below. After you log the case with the customer representative, your case will be assigned a unique number given to you over the phone. If required and depending on license type, support offering and severity level, your call will be transferred to an appropriate support engineer to resolve your issue over the phone.

Following Up

A Support engineer will contact you by phone and/or email or a combination of both as appropriate during the resolution process. Severity levels may be adjusted with customer consent and mutual agreement on the degree of the impact based on the Severity definitions.



Customer Support Issue Resolution

Veeam Support provides trained resources to research and resolve issues on a timely basis. While an issue is open, the support team will keep you informed of the resolution status, and will notify you when a reported issue has been resolved. If at any point during the resolution process, you become dissatisfied with the handling of your issue, simply contact the case owner and request an escalation to the manager. This allows us to understand your concerns and make adjustments in resources if necessary.

We will make three attempts, on separate business days, to contact you for updates or information on an open case. If we are unable to make contact with you, we may close the case without your consent. If the issue continues to exist, you may open a new case and reference the old one.

Resolution of a support case can include any of the following actions:

- Software that provides a fix for the problem (case closed)
- Permanent business or system workaround (case closed)
- Temporary business or system workaround (case severity level is reduced)
- Action plan for the development of a fix or workaround: milestones and dependencies are set, communicated, and tracked (case severity level might be changed)
- Issue is a customer-specific customization or enhancement, and is not covered under maintenance (customer notification, case closed)

Customer Satisfaction Surveys

We periodically survey customers to obtain additional feedback on recent experiences with Customer Support, and the survey results are reviewed by management. When a support case is closed, an e-mail may be sent to the customer contact associated with the case. The e-mail contains a link to an online survey with questions covering areas such as the handling of the support case, professionalism, knowledge of the support analyst, and overall satisfaction with the management of the case.



Product Lifecycle

Level of support services provided depends on the lifecycle phase determined for specific version of the product. Current versions of the products are eligible for full support that includes support services and updates/fixes while support for older versions may be limited. A list of known workarounds or existing fixes and assistance with upgrading to a supported version is available for customers using old or discontinued versions.

The list is updated each time there is a release, for the current list of products and their status please see the product release matrix located at <http://www.veeam.com/support/releasestatus.pdf>

Support of Releases

- New Releases – All new products issued for General Availability (GA).
- Current Releases – To maximize the quality of our service, Veeam limits technical support to the products listed on the release matrix.
- Releases designated as End of Fixes – Support is available, existing program fixes are available, but no new fixes will be created and no enhancements will be made.
- Releases designated as End of Support or Withdrawal from the Market - No support is available.
 - ❖ For unsupported releases, new product enhancements and fixes will not be available. Veeam does not have an obligation to provide support for software that has been publicly designated End of Support, Withdrawn from the Market, or similarly designated.

Product Maintenance

Our goal is to go beyond quickly solving problems, and actually preventing problems from occurring in the first place. As a result, stringent quality control procedures are built into the development and release cycle of new products and releases. A typical product goes through multiple test phases—Quality Assurance, Alpha Test, Beta Test, and Controlled Release before it is officially released.

Issues sometimes occur with complex software operating in equally complex and demanding environments. Fixes and resolutions are often rolled into the next product release, and others are included as part of the next maintenance release, and most urgent are addressed with a hotfix that can be applied on specific product version. When applicable we announce the availability of new releases on the Web and through e-mail.



Supported Third Party Storage

Veeam will continue to be storage agnostic. However certain companies have partnered with Veeam to certify their storage and/or de-duplication appliances and offer specific configuration guides when appropriate to optimize the configuration for best performance. Please see the table and link to the guides below:

Storage Vendor Certification Matrix		
Storage Vendor	Model Numbers	Configuration Guide
ExaGrid	All EX Series models	ExaGrid Configuration Guide
NetGear	All Ready NAS models	NETGEAR Configuration Guide
HP	All StoreOnce models	Coming soon
Drobo	B800fs, B800i, B1200i	Coming soon
EMC	All Data Domain models	Coming soon
Quantum	Dxi Series	Quantum Configuration Guide
Coraid	All SRX Models	Coming soon
Nimble Storage	All CS Series Models	Coming soon
Astute Networks		NA
Iomega	All StorCenter Models	Coming soon
HDS		Coming soon
Overland Storage	S1000 FC, ISCSI, SAS, S2000 ISCSI	Coming soon

Third Party Software Support

We will assist you in problem analysis to determine whether the issue is caused by third party software or hardware. In order to isolate the problem and if we believe we have reason, we may ask you to remove third party software or hardware product.

If it is impossible to identify the cause of the problem we may contact the third party vendor using TSANet or ask you to open support case with third party vendor support organization.



Contacts

Web Support Page

<http://support.veeam.com/>

Phone Numbers

Region	Phone number
United States	+1 (614) 339 8252
Canada	+1 (647) 694 0922
UK	+44 (845) 508 70 05
Netherlands	+31 (858) 88 06 55
Norway	+47 (85) 40 43 85
Denmark	+45 (78) 77 54 76
Belgium	+32 (78) 48 02 54
Sweden	+46 (10) 199 25 77
Germany	+49 (2241) 955 89 99
France	+33 (1) 70 61 83 74
Spain	+34 (91) 182 97 60
Italy	+39 (042) 604 75 05
New Zealand	+64 (9) 974 9594
Australia	+61 (26) 108 4305
Hong Kong	+852 5808 2870
Singapore	+65 3158 2239
Russian Federation	+7 (499) 703 12 82
Mexico	+52 (554) 741 14 93
Buenos Aires	+54 (115) 984 20 88
Santiago	+56 (2) 570 86 84
Colombia	+57 (1) 381 90 78
Brazil	+55 (11) 3958 7370



Warranty Terms

QLogic Corporation ("QLogic") provides the following warranties to the original purchaser of QLogic products from QLogic (or, in the case of resale, to the initial end user customer (the individual who purchased the product for their own use, also referred to as the End User).

Standard Warranty Terms

Product Warranty	QLogic warrants that its hardware products will be free from defects in materials and workmanship for the period described in the matrix above after the date of shipment from QLogic.
Accessories Warranty	QLogic-provided cables, optics and other accessories are warranted for ninety (90) days from date of purchase, excepting InfiniBand cables which are warranted for one-hundred twenty (120) days from date of purchase.
Software	For the products described herein, QLogic only licenses its software pursuant to the terms of end user license agreements. QLogic does not warrant that software will be bug-free, error-free, or compatible with third-party software. The terms of any software warranty are set forth in the applicable end user license agreement. Any software warranty is offered only to the original End User licensee.
Repaired Products Warranty	The above Product Warranty will remain in effect for Products repaired by QLogic during the applicable Warranty Period.
Service Warranty	QLogic warrants that services provided to End User Customers by QLogic ("Services") will be free from defects in workmanship for a period of thirty (30) calendar days from the date the services are provided.
Remedies	As Customer's exclusive remedy and QLogic's sole liability for breach of the foregoing warranties, QLogic shall, at its option, either repair or replace the defective product or service, or, if QLogic is unable to accomplish repair or replacement after good-faith efforts, credit Customer's account with an amount equal to the price paid for the defective product or service.

**Warranty Claims**

All warranty claims will be subject to verification by QLogic and to the terms of QLogic's then-current repair service policy and procedures. Unless otherwise directed by QLogic, product returned for warranty verification shall be a genuine QLogic product, authorized by QLogic in advance, shipped prepaid and insured by the claimant, and shall be accompanied by a detailed description of the alleged defect. At the end user's request, and at QLogic's discretion, a replacement product may be shipped in advance of an alleged defective product return. If the alleged defective genuine QLogic product is not returned within 30 days of advanced replacement product shipment, claimant will be charged the product MSRP (Manufacturers Suggested Retail Price). Advance replacement requests must be secured by a valid credit card. If the claimed defect or non-conformity is verified, QLogic will, at its expense, provide a remedy as stated above. If inspection, test or defect validation by QLogic of the product(s) does not disclose any defect or non-conformance, any repairs, testing, validation or packaging made by QLogic will be subject to a reasonable charge for parts, labor, and transportation. All replaced parts shall become property of QLogic.

Exclusions

The above warranties do not cover and QLogic shall not be liable for any conditions attributable to (1) misuse, faulty installation, misapplication, normal wear and tear, extreme environmental conditions, chemical attack, lack of compliance with applicable instructions, inadequate or improper maintenance, negligence, accident, tampering, substitution of inferior quality component parts; or (2) the incompatibility, improper design, manufacture, installation, operation or maintenance of products, accessories, equipment or materials not supplied by QLogic. All batteries are specifically excluded from all warranty provisions.

**Exclusive Warranties**

The foregoing warranties are the only warranties made by QLogic to Customer (or any other party). QLogic may modify its warranty at any time. Warranties may be posted on the QLogic website. QLOGIC EXPRESSLY DISCLAIMS TO THE EXTENT ALLOWED BY APPLICABLE LAW ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING. TO THE EXTENT THAT AN IMPLIED WARRANTY CANNOT BE EXCLUDED BY LAW, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATE OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATIONS MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. No person, agent, or representative, other than an officer of QLogic, is authorized to give any additional warranty on behalf of QLogic.

Technical Advice

Any technical advice, recommendations, samples, lab tests, and/or demonstrations provided by QLogic (or its representatives) concerning the use, application, or compatibility of any products or materials are provided by QLogic solely for the purpose of assisting the Customer to evaluate, at its own risk, the suitability of QLogic products for the Customer's intended use. QLogic recommends that the Customer make its own tests to determine such suitability. No such advice, recommendations, samples, lab tests and/or demonstrations provided by QLogic shall be construed as an express or implied warranty.

**Limitations and Disclaimers**

The above remedies are the only remedies available to Customer (or any other party) for breach of warranty, breach of contract, or any other QLogic liabilities associated with the products and/or services furnished hereunder, including product liabilities based on negligence, failure to warn, or strict liability. UNDER NO CIRCUMSTANCES WILL QLOGIC HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS, EVEN IF QLOGIC HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In no case shall QLogic's liability exceed the amount of the purchase price of any defective products and defective services. In no case shall QLogic have any liability for products or services for which QLogic has not received payment when due. The exclusive remedies described above shall not be deemed to fail of their essential purpose so long as QLogic is willing and able to refund the purchase price for the defective or non-conforming portion of the provided products and/or services. No person, agent, or representative, other than an officer of QLogic, is authorized to give any other remedies on behalf of QLogic or to assume for QLogic any other liabilities in connection with this Agreement or any products sold by QLogic.

Custom Products

QLogic assumes no responsibility for the adequacy of any designs, specifications, requirements and/or instructions provided by Customer. Acceptance by the Customer of any custom or non-standard products provided by QLogic shall constitute an acknowledgment that the Customer has reviewed the designs for such products and is satisfied that the designs meet all specifications, requirements, and standards applicable to such products. Customer understands and agrees that in addition to the foregoing disclaimers, QLOGIC SPECIFICALLY DISCLAIMS ANY WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE) RELATIVE TO THE DESIGN OF SUCH CUSTOM OR NON-STANDARD PRODUCTS. Customer agrees to indemnify, defend and hold QLogic harmless against any claims or suits alleging defective design of such products. Customer further agrees that, upon request by QLogic, it will execute a design approval form confirming the matters contained in this paragraph, and that QLogic may withhold shipment of such goods pending execution of such form.

International Notice

Due to differing national regulations and approval requirements, certain QLogic products are designed for use only in specific countries, and may not function properly in a country other than the country of designated use. Users of these products are responsible for ensuring that these products are used only in the countries for which they were intended.



Unauthorized Applications

QLogic's products are not designed or authorized for use as a component in any life support, life safety, or other comparable application. The products should not be used in any application where the failure or faulty performance of the product might create risk of personal injury or death. Customer assumes all risk of loss, damage or injury alleged to arise from the failure or faulty performance of a QLogic product in any unauthorized application. Customer agrees to indemnify and hold harmless QLogic, and its officers, directors, employees, agents, representatives and sales partners, from and against any and all claims, costs, damages, losses and expenses (including reasonable attorney fees) which arise from or are alleged to have been caused by any claim for personal injury or death connected with Customer's use of a QLogic product in any unauthorized application, including claims alleging that QLogic has been negligent in connection with the design or manufacture of the product.

Transferability

QLogic's warranty only applies to the original purchaser of the QLogic product from QLogic (or, in the case of resale, to original User). In no event does the QLogic warranty apply to used QLogic products, and except as expressly described above the QLogic warranty is not transferable.

Warranty Limited to Genuine QLogic Products

QLogic does not provide any kind of warranty support whatsoever for Non-genuine Products. Non-genuine Product means any products: (i) to which a QLogic trademark has been affixed without QLogic's consent; (ii) that do not originate from QLogic or are produced without the approval of QLogic; (iii) that are generally produced, marked or labeled as counterfeits or imitations of genuine QLogic products; or (iv) are distributed or sold as authorized QLogic products when they are not. Non-genuine Products sent to QLogic for warranty support will not be returned to the entity requesting warranty support.

OEM Branded Products

QLogic manufactures and provides certain of its products to its OEM customers under their respective brand names. Those products are not covered by the warranties set forth herein and purchasers should consult the warranties offered by the OEM customer with respect to those products.



Worldwide End-User Standard Limited Product Warranty

The warranty information included in this document applies to products sold to end-users by Quantum or one of its authorized Value-Added Resellers (VARs) or Distributors. Service contract upgrades to higher response levels are also available for selected products. For additional warranty details and post-warranty service/support options, please contact your Quantum Authorized Reseller or local Quantum Representative, or visit <http://www.quantum.com/supportoptions>.

End-User Warranty Period

Product	Standard Limited Warranty	Installation Requirement
SuperLoader 3, SuperLoader 3A (-YF Models)	One-year 5x9 Phone Support with Rapid Exchange. ^{1,2}	Customer Installable
SuperLoader 3 (-YE Models)	Three-year 5x9 Phone Support with Rapid Exchange. ^{1,2}	Customer Installable
Scalar i40/Scalar i80	One-year Next Business Parts Replacement. ²	Customer Installable
Scalar i500	One-year Next Business Parts Replacement. ²	Customer Installable
Scalar i2000, Scalar i6000, Scalar 10K, PX720	One-year Bronze on-site service: 5x9 next business day response. ²	Installation Required by Quantum or Authorized Quantum Provider
DXi4500 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DXi4601 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DXi6500 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DXi6700 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DXi7500	One-year Bronze on-site service: 5x9 next business day response on the Hardware components. ^{3,2} 90 Day 5x9 Phone Support on the Software. ⁵	Installation Required by Quantum or Authorized Quantum Provider
DXi8500	One-year Bronze on-site service: 5x9 next business day response. ^{2,4}	Installation Required by Quantum or Authorized Quantum Provider
vmPRO 4000 Series	One-year Bronze on-site service: 5x9 next business day response. ^{2,4}	Customer Installable
vmPRO SmartView, SmartMotion	90 days concurrent with one-year Software Silver Support Plan (5x9 Phone Support) required with purchase of Product. ⁴	Customer Installable
StorNext, StorNext FX	90 Day 5x9 Phone Support. ⁴	Installation Required by Quantum or Authorized Quantum Provider
StorNext M330	One-year Bronze on-site service: 5x9 next business day response. ^{2,4}	Installation Required by Quantum or Authorized Quantum Provider
StorNext Archive Enabled Library (AEL)	One-year concurrent with one-year Gold Support Plan (7x24x4) required to be purchased with purchase of Product. ^{2,4}	
Vision	90 Day 5x9 Phone Support. ⁵	Installation Required by Quantum or Authorized Quantum Provider
Q-EKM, QKM, and Scalar Key Manager	Three-year 5x9 phone support. ⁵	Installation Required by Quantum or Authorized Quantum Provider
Removable Disk Products	Three-year 5x9 Phone Support with Rapid Exchange. ¹	Customer Installable
Quantum Standalone Tape Drives	Three-year 5x9 Phone Support with Rapid Exchange. ¹	Customer Installable
SDLT600A Standalone Tape Drives	One-year 5x9 Phone Support with Rapid Exchange. ¹	Customer Installable
Third Party Hardware or Software Products sold by Quantum	Unless specified above, all third party hardware and software is provided AS IS. However, the non-Quantum supplier or publisher may provide their own warranty.	

¹ Rapid Exchange: Quantum reserves the right to choose, at its sole discretion, Rapid Exchange of the whole unit or failing part, where available.

² Warranty support is available and comes standard with the product in the following Quantum Direct Countries: Australia, Austria, Belgium, Canada, China, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Guernsey, Hong Kong, Hungary, Ireland, Italy, Japan, Jersey, South Korea, Latvia, Lithuania, Luxembourg, Macau, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan, United Arab Emirates, United Kingdom, United States. Warranty support may not be available in Island locations. Customer may purchase warranty level support directly from Quantum or through a local Authorized Service Provider in the following Quantum Indirect Countries: Andorra, Argentina, Aruba, The Bahamas, Bahrain, Barbados, Belarus, Bermuda, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Bulgaria, Chile, Costa Rica, Croatia, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Ethiopia, Fiji, French Guiana, Gabon, Gambia, Ghana, Gibraltar, Guadeloupe, Guam, Guatemala, Honduras, India, Indonesia, Isle of Man, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Liechtenstein, Macedonia, Madagascar, Malta, Martinique, Moldova, Morocco, Namibia, Nigeria, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Qatar, Russia, Saudi Arabia, Serbia and Montenegro, South Africa, Sri Lanka, Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Ukraine, Uruguay, Venezuela, Vietnam, Zambia, Zimbabwe. Customers may be asked to act as the importer of record. Warranty support is not available in the following countries at this time: Afghanistan, Akrotiri, Albania, Algeria, American Samoa, Angola, Anguilla, Antarctica, Antigua and Barbuda, Armenia, Ashmore and Cartier Islands, Azerbaijan, Bangladesh, Belize, Benin, Bhutan, British Virgin Islands, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, Christmas Island, Comoros, Democratic Republic of Congo, Republic of the Congo, Cook Islands, Cote d'Ivoire, Djibouti, Equatorial Guinea, Eritrea, Europa Island, Falkland Islands, Faroe Islands, French Polynesia, Glorious Islands, Greenland, Grenada, Guinea, Guinea-Bissau, Guyana, Haiti, Iceland, Iraq, Kyrgyzstan, Laos, Lesotho, Liberia, Libya, Malawi, Maldives, Mali, Mauritania, Myanmar, Mauritius, Mayotte, Mongolia, Montserrat, Mozambique, Nauru, Nepal, New Caledonia, Nicaragua, Niger, Niue, Palau, Reunion, Rwanda, Samoa, Senegal, Seychelles, Sierra Leone, Somalia, Suriname, Swaziland, Tajikistan, Timor-Leste, Togo, Tokelau, Tonga, Turkmenistan, Tuvalu, Uzbekistan, Vanuatu, Wallis and Futuna, Western Sahara, Yemen. Prohibited Countries: Cuba, Iran, Syria, Sudan, and North Korea.

³ Guardian One-year On-site: with StorageCare Guardian installed, 5x9 next business day target response for the chassis, raid controllers and Option adapters; and Rapid Exchange for the power supplies, fans and disk drives.

⁴ Software term of service must co-terminate with hardware service.



Worldwide End-User
Standard Limited Product Warranty

**End-User Hardware Limited Warranty
Worldwide**

Warranty Limitations

For the time periods set forth with the specific Product, Quantum warrants to the original End User (you) that the Product (excluding expendable parts and covers) you have purchased from Quantum or a Quantum authorized Reseller is free from defects in material and workmanship under normal use.

THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCTS OR PARTS FROM WHICH THE SERIAL NUMBER HAS BEEN REMOVED OR ALTERED OR THAT HAVE BEEN DAMAGED OR RENDERED DEFECTIVE:

- (i) AS A RESULT OF ACCIDENT, MISUSE OR ABUSE;
- (ii) BY THE USE OF PARTS OR MEDIA PRODUCTS NOT APPROVED, MANUFACTURED OR SOLD BY QUANTUM, OR NOT CONFORMING TO QUANTUM'S SPECIFICATIONS;
- (iii) BY MODIFICATION WITHOUT THE WRITTEN PERMISSION OF QUANTUM;
- (iv) AS A RESULT OF INSTALLATION OR SERVICE BY ANYONE OTHER THAN QUANTUM, AN AUTHORIZED QUANTUM SERVICE CENTER, OR A QUANTUM SERVICE PROVIDER CERTIFIED TO PERFORM SUCH WORK.
- (v) AS A RESULT OF FAILURES DUE TO A PRODUCT FOR WHICH QUANTUM IS NOT RESPONSIBLE
- (vi) AS A RESULT OF USE IN AN ENVIRONMENT FOR WHICH THE PRODUCT WAS NOT DESIGNED.

When Quantum releases a critical update to a hardware or firmware component to the product, in-warranty or uplifted support will only be provided for six months on the previous version. After the six-month period, support will be provided on a time and material basis.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED HEREIN, QUANTUM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY'S PATENT(S), TRADE SECRET(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S). IN THE EVENT THE PRODUCT, PART OR REPAIR IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, END-USER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AT QUANTUM'S DISCRETION AS PROVIDED ABOVE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUANTUM OR QUANTUM'S AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

QUANTUM DOES NOT WARRANT THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY THE YOU.

QUANTUM PRODUCTS ARE MANUFACTURED USING NEW MATERIALS OR NEW AND USED MATERIALS EQUIVALENT TO NEW IN PERFORMANCE AND RELIABILITY.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL QUANTUM OR QUANTUM'S SUPPLIERS BE LIABLE TO END-USER, FOR ANY INJURIES, DAMAGE TO OR REPLACEMENT OF PRODUCT OR PROPERTY, COSTS FOR RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA USED WITH THE PRODUCT, OR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR LOSS OF PROFITS WHATSOEVER, EVEN IF QUANTUM WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL QUANTUM'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

ALL QUANTUM PRODUCTS ARE COVERED BY A WORLDWIDE LIMITED WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

Quantum shall not be responsible for any handling fees, delays as a result of customs, import duties or tariffs.



Worldwide End-User Standard Limited Product Warranty

End-User Software Limited Warranty Worldwide

Term of Warranty

The warranty term (duration) begins on the date of shipment from Quantum or an authorized Quantum VAR/VAD as evidenced by a copy of the seller's invoice.

Warranty Limitations

For the time periods set forth with the specific Product, Quantum warrants to the original End User (you) that the Product software (when installed on Quantum hardware) you have purchased from Quantum or a Quantum authorized Reseller will material conform to the then current documentation; and the media containing the Software, but not the Software itself is free from physical defects. This warranty covers only problems you report, and that Quantum verifies during the warranty period.

If Quantum confirms a problem in the Software, Quantum's only responsibility (at Quantum's discretion) is to repair or replace the software, provide a different version of software to use as a work-around or refund the purchase price of the software.

When Quantum releases a critical update to a hardware or firmware component to the product, in-warranty or uplifted support will only be provided for six months on the previous version. After the six-month period, support will be provided on a time and material basis.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED HEREIN AND THE WORLDWIDE END-USER STANDARD LIMITED PRODUCT WARRANTY, THIS SOFTWARE PRODUCT AND ANY SOFTWARE MEDIA ARE PROVIDED "AS IS," WITHOUT ADDITIONAL WARRANTY OF ANY KIND, AND QUANTUM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY'S PATENT(S), TRADE SECRET(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S). QUANTUM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCT, INCLUDING THE HARDWARE AND PROPRIETARY RIGHTS, WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE PRODUCT OR SOFTWARE MEDIA (EXCEPT AS STATED ABOVE) WILL BE CORRECTED.

FURTHERMORE, QUANTUM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE PRODUCT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUANTUM OR QUANTUM'S AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PRODUCT PROVE DEFECTIVE, YOU (AND NOT QUANTUM OR QUANTUM AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL QUANTUM BE LIABLE TO END-USER, FOR ANY INJURIES, DAMAGE TO OR REPLACEMENT OF PRODUCT OR PROPERTY, COSTS FOR RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA USED WITH THE PRODUCT, OR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR LOSS OF PROFITS WHATSOEVER, EVEN IF QUANTUM WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL QUANTUM'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT AND THE LICENSE TO THE PROPRIETARY RIGHTS.

ALL QUANTUM PRODUCTS ARE COVERED BY A WORLDWIDE LIMITED WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

Quantum shall not be responsible for any handling fees, delays as a result of customs, import duties or tariffs.

Quantum Sales and Support Terms and Conditions

These Quantum Sales and Support Terms and Conditions ("Terms and Conditions") set forth the terms governing the purchase of Quantum hardware and software (collectively "Products") from Quantum, the limited warranty provided thereon, and the provision of services (including Support Services and Other Services as defined herein) ("Services") by Quantum. Previously executed reseller, distributor, master purchase, master services agreement, or a similar document setting forth terms of purchase and/or services from Quantum by Customer in effect at the time of purchase will take precedence over these Terms and Conditions. Otherwise, Quantum's assent to any agreement between Quantum and the purchaser ("Customer") for any sale of Products or Services in connection with a Quantum Sales Quote ("Quote") is expressly conditioned on Customer's assent to these Terms and Conditions. Customer's assent will be conclusively presumed if Customer responds by issuance of a purchasing document. Any different, conflicting, or additional terms in Customer's purchasing document are objected to and deemed rejected unless expressly approved by an officer of Quantum in writing.

1. QUOTE

The accuracy of a Quote is dependent largely upon factors at Customer's site and the particulars of Customer's specific network and hardware configuration. Quantum does not warrant the accuracy of its Quotes in terms of configuration, cabling, porting, and other details specific to Customer's network. Pricing may differ based upon configuration at the installation site. Service pricing may change based upon changes in configuration or site location.

2. DELIVERY

Delivery of Products will be FCA Quantum's manufacturing facility (INCOTERMS 2010). Title and risk of loss or damage to the Products shall shift to Customer upon release to the initial carrier for holding or shipment. Customer hereby grants Quantum a purchase-money security interest in all Products to secure payment of the purchase price and any other charges due to Quantum. If delivery of the Products to the initial carrier is delayed in excess of twenty Business Days, Customer may cancel the order involved upon notice to Quantum prior to shipment. Such cancellation right is Customer's sole remedy for any delay or failure in delivery by Quantum.

3. PRICES AND PAYMENT

3.1 Generally: Pricing will be valid for thirty days unless a different term is set forth in writing. Customer agrees to pay to Quantum the purchase price for the Products and/or the Services set forth in the Sales Quote. The price is exclusive of, and Customer agrees to pay, any applicable federal, state, local or foreign sales or use taxes, tariffs, customs, duties and other governmental charges, and shipping charges.

3.2 Fees for Other Services: Quantum will invoice Customer at Quantum's standard published hourly rates for performance of Other Services as defined herein. All such charges will include actual travel time and travel expenses, as well as costs incurred due to waiting, rescheduling, or other accommodations made as a result of lack of availability or preparation by the Customer for services scheduled. Quantum will provide an estimate of total costs prior to performance of Other Services. This estimate shall be non-binding unless otherwise specified in writing.

3.3 Service Re-Enrollment Fee: To the extent that Customer fails to maintain a current and continuous Support Contract with Quantum or a Quantum Authorized Service Provider, Quantum may assess a reasonable re-enrollment fee in addition to the fees for the upcoming Support Term.

3.4 Payment: For purchases made directly to Quantum, Customer shall either prepay or complete a credit application (www.quantum.com/credit) requesting payment terms. Qualified Customers shall make payment in full within thirty days from the date of the invoice in the currency quoted. Payment terms are not guaranteed and are subject to approval and ongoing credit history. Any amount not paid by the due date will be subject to a finance charge at the rate equal to the lesser of 1.5% per month or the maximum rate allowed by law. However, payment of such finance charge will not cure Customer's default for late payment. For purchases made through a Quantum Authorized Reseller, Customer shall pay the Reseller pursuant to the terms between the Customer and the Reseller.

4. CANCELLATION

Subject to Quantum's prior written approval, Customer may cancel an order, or any portion thereof, for standard Products at any time prior to thirty days before shipment when shipment is not delayed. This cancellation right is subject to a cancellation charge of fifteen percent of the purchase price.

5. THIRD PARTY PRODUCT

Product sold to Customer by Quantum that is the branded product of a third party ("Third Party Product"), regardless of whether it is identified as Third Party Product on the sales quote issued by Vendor, shall be warranted directly to Customer by the third party. Notwithstanding any provision herein, subject to any non-excluded rights that you may have under the laws in your country, Quantum makes no representations or warranties regarding Third Party Product, and shall have no ongoing obligations to Customer for the support or maintenance of Third Party Product unless expressly agreed to in writing.

6. LIMITED PRODUCT WARRANTY

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, QUANTUM WARRANTS THAT PRODUCTS WILL PERFORM IN ACCORDANCE WITH PRODUCT SPECIFICATIONS FOR THE APPLICABLE PRODUCT WARRANTY PERIOD PUBLISHED BY QUANTUM COMMENCING AT THE TIME OF SHIPMENT. SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHOULD PRODUCT FAIL TO PERFORM ACCORDING TO PRODUCT SPECIFICATIONS, IS REPAIR, REPLACEMENT, OR ACCEPTANCE OF RETURN OF THE DEFECTIVE PRODUCT, AT QUANTUM'S SOLE DISCRETION.

7. LIMITED SERVICES WARRANTY

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, QUANTUM WARRANTS THAT THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP FOR THIRTY DAYS FROM THE DATE SUCH SERVICES ARE RENDERED, OR THE REMAINING TERM OF THE THEN CURRENT AND PAID FOR SUPPORT SERVICE PERIOD, WHICHEVER IS LONGER, AND WILL BE PERFORMED BY FULLY TRAINED AND COMPETENT PERSONNEL

IN ACCORDANCE WITH INDUSTRY STANDARD TECHNICAL AND PROFESSIONAL PRACTICES AND PROCEDURES. IF A DEFECT COVERED UNDER THIS WARRANTY IS FOUND AND REPORTED TO QUANTUM, SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY, QUANTUM WILL, AS ITS SOLE RESPONSIBILITY AND LIABILITY AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE MEANS TO CORRECT SUCH DEFECT OR REFUND TO CUSTOMER THE SUMS PAID BY CUSTOMER FOR THE DEFECTIVE SERVICES.

8. DISCLAIMERS, AND LIMITATIONS ON LIABILITY

THE FOREGOING WARRANTY SHALL BE VOIDED IF THE PRODUCT IS NOT PROPERLY INSTALLED, USED, OR MODIFIED BY A PERSON OTHER THAN QUANTUM OR QUANTUM AUTHORIZED SERVICE PROVIDER AFTER SERVICES ARE PROVIDED. THIS CLAUSE 8 IS SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY. THE WARRANTIES EXPRESSED HEREIN ARE THE ONLY WARRANTIES MADE BY QUANTUM WITH RESPECT TO THE PRODUCTS AND SERVICES. QUANTUM DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET ALL CUSTOMER REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED OR ERROR FREE. QUANTUM EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, OBLIGATIONS, LIABILITIES, CUSTOMER'S RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE. IN NO EVENT SHALL QUANTUM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS OR LOST PROFITS OR SAVINGS RELATED TO THE PRODUCTS, THE USE OR LOSS OF USE THEREOF, EVEN IF QUANTUM IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER'S RIGHTS AS STATED HEREIN ARE ITS EXCLUSIVE REMEDIES. EXCEPT FOR QUANTUM'S LIABILITY BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR A VIOLATION OF LAW, QUANTUM'S CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS MAY NOT EXCEED THE MOST RECENT ANNUAL FEE OR THE PRICE PAID FOR THE PRODUCT. Quantum and their subsidiaries, directors, officers, employees and providers shall in no way be liable for any and all actions, causes of action, liability, claims, suits, judgments, liens, awards or damages of any kind and nature whatsoever (hereinafter referred to as "Claims") for property damage, personal injury or death (including without limitation claims brought by and liabilities to employees of Customer or Quantum or to any other persons) and expenses, costs of litigation and reasonable attorneys fees related thereto, to the extent such claims arise from any negligent act or omission or willful misconduct of Customer or any of Customer's employees, agents, buyers or contractors (except for Quantum) arising out of or in any way relating to Quantum's presence on Customer's designated premises for the purposes of providing Services hereunder. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under these Terms and Conditions, may be brought by either party more than one (1) year after such cause of action accrued.

9. PROPRIETARY INFORMATION

Pursuant to these Terms and Conditions, each party (the "disclosing party") may occasionally provide the other (the "receiving party") with its confidential and/or proprietary information (e.g., equipment, services, components, instruction manuals or installation information, trade secrets, know-how, ideas, concepts and methodologies, customers, prices, operations and plans and data, etc.) ("Proprietary Information"). The receiving party acknowledges that use or disclosure of Proprietary Information of the disclosing party in any unauthorized manner will destroy its value to the disclosing party. Unless the disclosing party agrees otherwise in writing, the receiving party (including its employees, agents and contractors) (i) will not sell, disclose, copy or reproduce any Proprietary Information of the disclosing party; (ii) will only permit or allow access to Proprietary Information of the disclosing party to those employees or third parties who require such access in order to perform work on the disclosing party's behalf pursuant to these Terms and Conditions; (iii) agrees to protect the Proprietary Information of the disclosing party as carefully as it would protect its own proprietary information but never less than a reasonable standard of care; (iv) agrees to be responsible for any unauthorized use or disclosure of Proprietary Information of the disclosing party by any of its employees, agents or contractors; and (v) agrees to leave intact all copyright patent, trademark and similar notices in connection with the Proprietary Information of the disclosing party. The parties agree to return all Proprietary Information to the disclosing party upon the termination of these Terms and Conditions.

10. INTELLECTUAL PROPERTY

Customer agrees and acknowledges that Quantum, its suppliers and its licensors are the owners of all right, title and interest in and to Quantum-provided hardware and/or software, and all intellectual property therein, and that Customer shall not obtain or claim any ownership interest in any Quantum-provided hardware and/or software, and all intellectual property therein. Customer agrees and acknowledges that any Quantum hardware and/or software contains the valuable trade secrets and confidential information of Quantum, its suppliers and its licensors, which have been developed at great expense. Customer shall not (i) obscure, alter or remove any patent, copyright, trademark, or service mark marking or legend contained on or in any Quantum-provided hardware or software, (ii) use any Quantum-provided hardware or software except as licensed, or permit or enable any third party to make such use, unless Quantum provides its prior written consent to such use, (iii) copy, distribute or transmit all or any portion of any Quantum-provided hardware or software, (iv) have any other rights or licenses with respect to any Quantum-provided hardware or software, or any intellectual property therein, (v) cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination, transfer or other distribution of any Quantum-provided hardware or software by any means or in any form, without the prior written consent of Quantum. Customer shall not reverse engineer, decompile or disassemble any Quantum-provided hardware and/or software or otherwise reduce any Quantum-provided software to human readable form. Customer must provide access to Quantum to allow Quantum to remove any Quantum-provided hardware or software, when and if requested by Quantum.

11. INFRINGEMENT INDEMNIFICATION

Quantum will indemnify Customer for any damages and costs finally awarded against Customer on the grounds that the Products, in the form and condition delivered by Quantum to Customer hereunder, infringe any valid United States patents or copyrights of any third party, provided that Customer notifies Quantum in writing of any such claim within ten days after learning thereof and that Customer

gives Quantum full control over the defense and settlement of the claim and fully cooperates with Quantum with respect thereto. If any such claim is brought or appears to Quantum likely to be brought, Quantum may at its option replace or modify the Products to make them non-infringing, obtain rights for Customer to continue using Products, or refund to Customer, upon the return of the Products at issue and termination of any licenses, the price paid there for, less twenty percent for each year which has passed since the date of delivery hereunder. Customer shall discontinue all use of any portion of the Products that has been replaced or modified or for which such a refund has been tendered. Quantum's obligations hereunder shall not apply to any claim based on Quantum's following Customer's specifications or requests, the use of the Products to practice a process not recommended by Quantum or in conjunction with items not supplied by Quantum, and Customer shall similarly indemnify Quantum with respect to any such claims. THE FOREGOING STATES QUANTUM'S SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY INFRINGEMENTS OF ANY PROPRIETARY RIGHTS.

12. INDEMNIFICATION BY CUSTOMER

Customer shall defend (with counsel approved in advance in writing by Quantum), indemnify and hold Quantum, and its employees, agents, owners, affiliates and customers harmless from and against any and all actions, claims, damages, liabilities, and losses arising from (i) the use, sale, or manufacture by Quantum, Customer or any third party of any of the Products produced, in whole or in part, to Customer's specifications; or (ii) any breach hereof by, or any actions or omissions of Customer or its agents or contractors in connection with the Products or Services.

13. IMPORT/EXPORT/RE-EXPORT COMPLIANCE

Customer shall not unless otherwise authorized by the U.S. Government, supply Products to entities identified on restricted lists (such as Denied Parties List, Debarred Parties, Specially Designated Nationals, Terrorists, Narcotics Traffickers, Blocked Persons and Vessels, or Entity List). Customer shall not ship or transfer Product, either directly or indirectly, to the countries identified as restricted in the U.S. Export Administration Regulations, without written approval from the United States Bureau of Industry and Security. Customer will comply with the export and re-export restrictions set forth in any export license (if applicable) or license exception used to ship Products. Terms of sale or other specific agreement will denote the Importer of Record. Importer of Record shall not violate any import laws, rules, or regulations of the United States and/or any other applicable country. Importer of Record is responsible for all Customs duties and other Customs related fees. Importer of Record is eligible for duty drawback rights to the Products. Quantum shall mark each Product with the country of origin in compliance with the marking requirements of the United States.

14. EXCLUDED USES

Customer acknowledges that Products are not designed, manufactured or intended for use in connection with the design, construction, maintenance or operation of any nuclear facility, life support system, aircraft, or aircraft communication, control or ground support system. Quantum will have no liability for any claims or damages arising from such use, and Customer will indemnify, defend (with counsel approved in advance in writing by Quantum) and hold harmless Quantum against any and all claims, costs, damages, expenses and liabilities arising out of or in connection with any such use.

15. SOFTWARE LICENSE

Any software Products acquired hereunder are licensed, not sold, to Customer by Quantum and/or its licensors under the terms of the license agreement included within the software or the software package for use solely on the Designated System. Use of Software beyond the Designated System (i.e. exceeding the number of clients or capacity designated at the time of sale) shall constitute violation of the License. If used or acquired by the U.S. government, then the U.S. government acknowledges that (a) the software constitutes "commercial computer software" and accompanying documentation constitutes "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable, and (b) the U.S. government's rights are limited to those specifically granted to Customer pursuant to said license agreement. The contractor/manufacture is Quantum, 1650 Technology Drive, San Jose, CA 95110.

16. SERVICES

16.1 Definitions: In addition to terms defined elsewhere in these Terms and Conditions, the following terms will have the following specified meanings when used throughout these Terms and Conditions: "Business Day" means any day except a weekend day or a holiday observed by Quantum; "Business Hours" means hours between 8:00 a.m. and 5:00 p.m. local time on a Business Day; "Critical Error" means any Software Error that is an emergency condition and that causes the Software to completely fail to function in accordance with its applicable Documentation and where there is no work-around to temporarily resolve or lessen the problem; "Designated System" means the specific capacity, hardware, workstations, servers, and/or devices enabled by one instance or copy of Software that is specified by Quantum at the time the Software is licensed; "Documentation" means technical manuals describing the operation and use of Software; "Error" means any reproducible failure of the Software to substantially comply with its specifications as set forth in the applicable Documentation; "Feature Upgrades" means Software changes resulting in new functionality or features and for which Quantum separately charges its customers in the normal course of its business. "Firmware" means software that resides in or is embedded in hardware, such as programmable read-only memory, and is not separately licensed by Quantum; "Major Error" means any Software Error that causes one or more material components of the Software to fail to function as specified in its applicable Documentation; "Minor Error" means any Software Error that is not a Major Error that causes one or more components of the Software to fail to function as specified in its applicable Documentation; "Other Services" means services requested by Customer that are excluded or not provided by these Terms and Conditions as part of Support Services; "Release" means changes to Software that Quantum designates as bug fixes, or as minor or incremental updates; "Support Contract" means an agreement governed by these Terms and Conditions for Quantum to provide Support Services on designated Product. "Support Services" means repair, adjustments, and part replacements for the covered Quantum Product to bring Product in compliance with Product warranty, or as Quantum deems necessary due to normal Product usage during the Support Term. Support Services do not include services identified as Other Services; "Software" means the Quantum branded software designated at the time of sale and sold and licensed separately for a Designated System. Software does not include any third party software; and "Support Term" means the period of the fully paid Support Contract.

16.2 Selection of Provider: Quantum shall determine, in its sole and absolute discretion, whether Quantum will provide the Support Services to Customer or whether Quantum will select a third party subcontractor to perform the Support Services. All requests for Support Services or communication regarding status or maintenance of the Product shall be made to Quantum.

16.3 Support Contract Term and Termination: Support Contracts will commence upon issuance of a purchase order by Customer, and will continue for the duration of the purchased Support Term unless and until terminated in accordance with the terms herein. With the exception of warranty service provided hereunder, either party may terminate the Support Contract at any time for convenience by giving the other party ninety days written notice of termination. If Customer terminates the Support Term for convenience, it shall pay Quantum for all services performed and expenses incurred through the date of termination, and Quantum will refund to Customer that portion of the fee paid by Customer for the balance of the then-current Support Term. If a multi-year discount was given, the prepay discount shall be added back into the contract price and then a credit will be derived based on the list price. Quantum will not be obligated to provide any Support Services, Releases, or other support after the end of the Support Contract. If either party commits a material breach of or default, then the other party must give the other party a reasonable opportunity to cure the breach or default. If the other party fails to timely cure the specified breach or default, then the Support Term will terminate upon receipt of notice of termination.

16.4 Hardware Support Services:

The level of service provided during the warranty period for each hardware Product can be found at www.Quantum.com. Uplifted and/or extended Support Services shall be available for purchase, and provided on an on-call basis in accordance with the level of Support purchased by the Customer. Support for hardware Products may be purchased at the following levels subject to regional availability and Product applicability (more details available at www.Quantum.com or from your Quantum service sales representative):

Rapid Exchange:	Advance replacement of Product once problem has been diagnosed. Product is shipped within two Business Days after diagnosis.
NBD Parts Replacement:	5x9 telephone support (Monday-Friday, 8AM-5PM local time). Next Business Day CRU delivery. CRU replacement by Customer. Next Business Day onsite FRU replacement by Quantum.
Bronze:	5x9 telephone support (Monday-Friday, 8AM-5PM local time). Next Business Day response for on-site support. CRU/FRU replacement by Quantum.
Silver:	5x9 telephone support (Monday-Friday, 8AM-5PM local time). On-site support Monday through Friday with a four-hour target response time after remote problem diagnosis. CRU/FRU replacement by Quantum.
NBD Gold:	7x24 Phone Support (Monday to Sunday, 24 hrs). Next Business Day on-site support. CRU/FRU replacement by Quantum.
Gold:	7x24 telephone support (Monday-Sunday, 24 hours). On-site support provided 7x24 with a four-hour target response time after remote problem diagnosis. CRU/FRU replacement by Quantum.
Platinum:	Customized support plan. Provides for 7x24 telephone support (Monday-Sunday, 24 hours). On-site support provided 24x365 with a two-hour target response time after remote problem diagnosis. CRU/FRU replacement by Quantum.

During the term of the applicable Product warranty and/or Support Term, Quantum will provide Support Services to Customer. The Support Services shall include unscheduled, on-call Support Services during the hours specified above for the level of Support purchased ("Designated Working Hours"), provided after receipt of notice from Customer that Product is malfunctioning or otherwise appears to require support and after Quantum technical support has determined that an on-site visit is necessary. Support on additional equipment is not covered by these Terms and Conditions. Service on a Quantum recognized holiday will be deferred to the next Quantum Business Day unless 7x24 support is purchased. Recognition of holidays is per custom in each country. A list of Quantum holidays is available upon request from your local service representative. The above reference time frames shall not apply to delivery of non-critical spare parts to remote locations.

16.4.1 Part Replacement: Replaceable parts (as determined by Quantum) shall be designated as either a Customer Replaceable Unit ("CRU") or a Field Replaceable Unit ("FRU"). CRU's shall be replaced by Customer unless CRU replacement by Quantum is purchased pursuant to a Support Contract. FRU's shall be replaced by Quantum. Subject to any non-excludable rights that you may have under the laws in your country, replacement parts shall be either new or reconditioned, and shipped or replaced in accordance with the terms of the level of service purchased. The Product or parts of Product that are removed or replaced, either by Customer or Quantum will become property of Quantum and returned to Quantum. All replacement parts shipped to Customer shall be shipped DAP Customer site in accordance with INCOTERMS 2010. All replaced parts returned to Quantum by Customer shall be shipped DAP designated Quantum return facility in accordance with INCOTERMS 2010. Risk of loss while parts are in the care, custody, and control of Customer shall be with Customer. Damage to, loss of, or failure to return replaced parts shall be charged to the Customer and may result in withholding of support until resolution. Subject to any non-excludable rights that you may have under the laws in your country, IN ORDER TO HAVE ACCESS TO SPARE PARTS, PRODUCT MUST BE COVERED UNDER WARRANTY OR A THEN-CURRENT SUPPORT CONTRACT.

16.4.2 Exclusions: Hardware Support Services do not include: (a) installation or maintenance of any device not quoted by Quantum, including but not limited to wiring, electrical conduits, peripherals, or accessories; (b) replacement of parts and/or services to repair damage resulting from accident, neglect or misuse on the part of a party other than Quantum, or modification of Product not approved, authorized or directed by Quantum; (c) replacement of parts and/or services to repair damage resulting from any act of God, including

but not limited to storms, fires, floods, and earthquakes; (d) replacement of parts and/or services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or other facilities or environmental conditions unless such failure is caused by the negligent act or omission of Quantum; (e) replacement or reconditioning of Product which Quantum reasonably believes cannot be reliably maintained or repaired because of excessive wear or deterioration not resulting from any negligent act or omission on the part of Quantum; (f) replacement of parts or repair required because Customer or third parties (excluding Quantum), without the approval, authorization, or direction of Quantum, performed services on, modified, adjusted, or moved Product; (g) services in connection with removal, relocation or reinstallation of Product; (h) furnishing or replacing expendable supplies, including media such as cassettes, unless damaged by Quantum; (i) services on Product which Customer has moved without notifying Quantum pursuant to Section 1.5; (j) services performed outside of Designated Working Hours or after the term of these Terms and Conditions; provided, however, that if Quantum begins to perform services which would otherwise be covered Support Services less than two hours before the end of Designated Working Hours, the first two hours immediately following Designated Working Hours are considered covered by these Terms and Conditions; (k) services requested after unauthorized resale, transfer, or other assignment (actual or constructive) of Product to an entity other than Customer; and (l) services required as a result of use of the Product beyond its rated capacity or not in accordance with specifications. WITH THE EXCEPTION OF EVENTS SPECIFIED IN (A), (G), (H), AND (J) ABOVE, THE OCCURRENCE OF ANY OF THESE EVENTS SHALL RENDER THE WARRANTY VOID AND/OR SUBJECT AN EXTENDED SUPPORT CONTRACT TO TERMINATION. Service requested for any of the above exclusions shall be considered Other Services.

16.4.3 Movement of Product: If Customer plans to move the Product, or delete any part of the Product from a Support Services contract, Customer must provide Quantum with 30 days prior written notice. If Customer requests that Quantum dismantle, supervise, inspect, remove or reinstall the Product as part of any move, Quantum will provide a quote for such services. Whether Product is moved by Customer or Quantum, Customer shall be responsible for shipment of Product to new location. Considering the new location of the Product, Quantum may, in its sole discretion: (i) continue performance of Support Services with the condition that Customer is responsible for any additional mileage charges; (ii) terminate the Support Services contract; or (iii) designate a different provider. Movement of Product that is designated non-customer installable as designated by Quantum without notifying Quantum prior to the move, shall void the Product warranty and/or any then current Support Contract. Manufacturer supplied packaging is required to move all or partial units to a new location to ensure safe transit and can be purchased from Quantum if not retained by Customer. Inadequate packaging may void the warranty, subject a support contract to termination and/or require Customer to recertify unit at Customer's cost.

16.4.4 Customer Responsibilities: In addition to responsibilities for fees hereunder, Customer will be responsible for: (a) properly using and controlling access to the Product; (b) permitting Quantum's access to Customer's facilities consistent with Customer's security and operational requirements; (c) promptly notifying Quantum if Customer becomes aware of any unsafe conditions or hazardous materials to which Quantum's personnel may be exposed at any of Customer's facilities; (d) complying with all applicable government laws and regulations; (e) providing prompt notice to Quantum of any malfunction or request for services for the Product; and (f) providing full and accurate Product and service installation descriptions as necessary to allow Quantum to fulfill its duties hereunder.

16.4.5 Firmware: Changes to Firmware which Quantum designates as bug fixes, improvements, or incremental updates are covered under the terms of these Terms and Conditions. The Customer is required to maintain the product at no more than one Firmware revision removed from current production Firmware level to ensure proper operation and servicing for the product. The Customer may be required to upgrade Firmware to latest released level prior to making any CRU or FRU replacements. Quantum will provide Customer with access to non-billable library updates and bug fixes through Quantum's web site for Product under warranty or current Support Contract. Firmware changes that Quantum designates as upgrades, and for which Quantum normally charges its customers, will be provided to Customer for the applicable fee. Quantum will provide Customer with information on any upgrade charges prior to installation of the upgrade. Quantum will also be willing to perform the Firmware upgrade when allowed remote access to the customer's system through the Remote Management Utility ("RMU"). At Quantum's discretion and upon prior notice to Customer, an additional fee may be levied for Firmware upgrades requiring an onsite visit, either as a result of a library not having an RMU, or as a result of Customer's request.

16.5 Software Support Services:

The level of service provided during the warranty period for each Product can be found at www.Quantum.com. Uplifted and/or extended Support Services shall be available for purchase, and provided on an on-call basis in accordance with the level of Support purchased by the Customer. Support for Software Products may be purchased at the following levels subject to regional availability and Product applicability (more details available at www.Quantum.com or from your Quantum service sales representative):

<u>Silver:</u>	5x9 telephone support (Monday-Friday, 8AM-5PM local time).
<u>Gold:</u>	7x24 telephone support (Monday-Sunday, 24 hours).
<u>Platinum:</u>	Customized support plan. Provides for 7x24 telephone support (Monday-Sunday, 24 hours)

16.5.1 Telephone Support: Quantum will provide telephone support to assist Customer in the use of the Software during regular Business Hours. Telephone support will include the following: (i) assistance in identifying and verifying causes of suspected Errors; (ii) work-arounds for identified Errors; (iii) assistance related to questions regarding Software installation and configuration; and, (iv) assistance related to questions regarding differences between Software versions. Upon purchase of upgraded 7x24 Support Services, Quantum will also provide telephone support during non-Business Hours on Critical Errors only, including holidays.

16.5.2 Error Corrections: Quantum will use commercially reasonable efforts to correct any Errors reported by Customer (e.g., by providing a workaround or correction in a Release). If Customer encounters an Error with the Software, Customer must sufficiently define the Error to Quantum so that Quantum can reproduce the reported Error. After receipt of any such written notice of an Error from Customer, Quantum will promptly notify Customer if Quantum cannot reproduce the Error. If Quantum cannot reproduce the Error, Customer will provide such additional information regarding the Error as Quantum may request in order to assist Quantum with reproducing the Error. Customer will provide a separate written notice for each Error encountered by Customer. In its notice of an

Error, Customer will reasonably classify for Quantum the initial priority of the Error. Customer will use the nature of the Error and Customer's business circumstances to initially classify each Error. Customer will classify each Error as a Critical Error, Major Error or Minor Error. To the extent that Quantum disagrees with any Error classification provided by Customer, Quantum will promptly advise Customer of the revised classification of any Error.

16.5.3 New Releases and Feature Upgrades. During such periods that Customer purchases Support Services hereunder and pays all fees in connection therewith, Quantum will make available to Customer any and all new Releases at no additional charge to Customer. Customer will install any and all new Releases within a reasonable time after receipt of such new Release. Support is available only for the Release that is currently shipping and the immediately prior Release. Support for the immediate prior Release shall be available for no longer than 12 months after a new Release is generally available. Any new Release delivered to Customer under these Terms and Conditions will assume the Support Term of designated Software. Quantum will provide Customer with access to new Releases through Quantum's web site (www.Quantum.com). These new Releases and/or patches will be customer installable, with technical assistance available from Quantum's Technical Assistance Center. New Releases containing Feature Upgrades will be available without cost under this section, but will not contain the functionality of the Feature Upgrade unless the Feature Upgrade is purchased at Quantum's then-current list price. Quantum will provide Customer with information on any Feature Upgrade charges prior to installation or activation of the Feature Upgrade. Quantum on-site installation services for new Releases and/or Feature Upgrades shall be available to Customer for a fee, and shall be considered Other Services.

16.5.4 Exclusions. Software Support Services do not include: (i) physical installation or removal of the Software at or from any Customer site; (ii) visits to any Customer site; (iii) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Software; or, (iv) any work with any third party equipment or software. Quantum has no obligation to correct any Error resulting from: (i) use not in accordance with these Terms and Conditions or the Documentation; (ii) modification, damage, misuse or other action of Customer or any third party; (iii) combination of the Software with any goods, services or items provided by Customer or any third party; or (iv) any failure of Customer to comply with these Terms and Conditions or Documentation. Quantum will not be responsible for correcting Errors if Customer fails to implement any Error correction or Releases made available by Quantum. Service requested for any of the above exclusions shall be considered Other Services.

16.5.5 Customer's Responsibilities. Upon Quantum's request, Customer will provide Quantum remote access to Customer's computer systems as reasonably required for Quantum to perform the Support Services and its other obligations hereunder. Except as otherwise set forth in these Terms and Conditions, Customer will provide all hardware, software, services and other items necessary to operate the Software.

17. Notices: All notices, demands, and other communications called for or required by these Terms and Conditions shall be in writing and shall be addressed to the parties at their respective corporate headquarter addresses or to such other address as a party may subsequently designate by ten days' advance written notice to the other party except as otherwise provided in these Terms and Conditions.

18. Integration and Modifications: Each party acknowledges that it has read these Terms and Conditions, understands it, and agrees to be bound by it. The parties further agree that these Terms and Conditions are the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Any provisions or conditions of any purchase order or other document submitted by Customer which are in any way inconsistent with or in addition to the terms and conditions set forth in these Terms and Conditions rejected and shall not be binding upon Quantum. No waiver or modification of these Terms and Conditions or of any provision contained herein shall be valid unless in writing and duly executed by Quantum and Customer.

19. Choice of Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, USA without regard to any conflict of laws rules thereof. In the event of any dispute arising under these Terms and Conditions, the parties agree to the exclusive jurisdiction of the courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

20. Severability and Waiver: In the event that any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by applicable law and the remaining provisions shall continue in full force and effect. Failure or delay on the part of any party in exercising any rights, power, or privileges under these Terms and Conditions shall not be deemed a waiver of any exercise of any right, power or privilege.

21. Force Majeure: Neither party will be liable hereunder for, or be considered to be in breach of or default under these Terms and Conditions on account of, any delay or failures to perform as required by these Terms and Conditions if such delay or failure is due in whole or substantial part to causes or conditions beyond such party's reasonable control which render timely performance hereunder commercially impracticable, including without limitation strikes, riots, wars, government regulations or acts, acts of God or the elements, fire, flood, material shortages or other causes. The existence of such causes of delay shall justify extension of the time of performance to the extent reasonably necessary to enable such party to satisfy its obligation hereunder after the cause of delay has been removed.

22. Assignment: Neither party may assign its benefits or delegate its obligations under these Terms and Conditions without the advance written consent of the other party unless in the context of a sale of all or substantially all of the assigning parties' assets to another entity who is not a competitor to the non-assigning party and who has a reasonably acceptable credit rating.



Dell Enterprise License Agreement

1. **General.** This Enterprise License Agreement ("ELA") sets forth the legal agreement between _____, and its affiliates who are legally bound by these terms ("Customer") and Dell Products L.P. or Dell Global B.V. (Singapore Branch) on behalf of Dell Inc. and its worldwide affiliates ("Company"). Customer and Dell are each referred to individually as a "party" and collectively as the "parties." The "Software" shall mean collectively the software program described in Exhibit A, the associated media, printed materials, online or electronic documentation, and any copies thereof. Customer acknowledges and agrees that the license provided herein is being granted in consideration of the payment required under Exhibit A. Whenever the Customer is the U.S. Federal Government, or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the U.S. Federal Government, the terms and conditions with respect to Customer's use and disclosure of the Software and Documentation shall be set forth in an attached Exhibit B.
2. **License.** Subject to the terms, conditions and limitations of this ELA and timely payment by Customer of the amounts due under Exhibit A, Dell hereby grants Customer a limited, nonexclusive, nontransferable, non-assignable license, without rights to sublicense, to (A) install or have installed, display and use the Software (in object code only) only on as many computers, devices and/or in such configurations as Customer is expressly entitled under Exhibit A, and (B) only for such period as Customer are entitled under Exhibit A. The terms and conditions of this ELA will govern use of the Software and any upgrades, updates, patches, hotfixes and/or additional versions of the Software provided by Dell, at Dell's sole discretion, that replace and/or supplement the original Software (collectively, "Update"), unless such Update is accompanied by or references a separate license agreement, in which case the terms and conditions of that agreement will govern. If this ELA governs Customer's use of an Update, such Update shall be considered Software for purposes of this ELA. Unless earlier terminated as provided herein, the term of each individual license granted under this ELA begins on the date of execution by Customer of this ELA, and continues only for such period as indicated in Exhibit A. Each party recognizes that Dell grants no licenses except for the license expressly set forth herein.
3. **License Limitations.** Customer may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in in Section 2 "License" above. Customer may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to Dell's and its licensors' and suppliers' intellectual property rights in the Software and do not include any other third party's intellectual property rights. If the software was provided to Customer on removable media (e.g., CD, DVD, or USB drive), Customer may own the media on which the Software is recorded but Dell, Dell's licensor(s) and/or supplier(s) retain ownership of the Software itself and all related intellectual property rights. Customer is not granted any rights to any trademarks or service marks of Dell. This ELA does not apply to any third party software that is not included as part of the Software or addressed in Exhibit A. The use of any other software, including any software package or file, whether licensed to Customer by Dell or by a third party, is subject to the terms and conditions that come with or are associate with such software.
4. **Rights Reserved.** THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this ELA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereinafter developed and any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works, except as specifically permitted herein, is strictly prohibited. Dell, on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.
5. **Restrictions.** Except as otherwise provided herein or expressly agreed by Dell, Customer may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is subject to the terms and conditions of this ELA and Customer is liable for any breach of this ELA by such third party; (C) copy, reproduce, republish, upload, post, transmit or distribute the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; or (G) use the Software to create a competitive offering. Customer may not, and will not allow a third party to, use the Software program in excess of the number of licenses expressly authorized by Exhibit A. In addition, Customer may not share the results of any benchmarking activities without Dell's prior written consent.
6. **Compliance.** Customer will certify in writing, upon reasonable request by Dell, Customer's compliance with the terms of this ELA, indicating the number of Software licenses deployed at that time. Customer grants Dell or an agent selected by Dell, the right to perform an audit of Customer's compliance with this ELA during normal business hours. Customer agrees to cooperate and provide Dell with all records reasonably related to Customer's compliance with this ELA. If, as a result of the audit, a deficiency of greater than five percent (5%) is found in the licensee fees paid, then Customer shall bear the total cost of the audit, in addition to any other liabilities Customer may have.
7. **Support and Subscription Services Not Included.** Dell does not provide any maintenance or support services under this ELA. Maintenance and support services, if any, are provided under a separate agreement. Additionally, this ELA, in and of itself, does not entitle Customer to any Updates at any time in the future.
8. **Termination.** Dell may terminate this ELA immediately and without prior notice if Customer fails to comply with any term or condition of this ELA or if Customer fails to timely pay for the licenses to the Software. In addition, Dell may terminate any license associated with Software distributed for free at any time in its sole discretion. In the event of termination of this ELA, all licenses granted hereunder shall automatically terminate and Customer must immediately cease use of the Software and return or destroy all copies of the Software. The parties recognize and agree that their obligations under Sections 4, 5, 11, 12, 13, 15, 16, 18 and 19 of this ELA, as well as obligations for payment, survive the cancellation, termination, and/or expiration of this ELA and/or the license granted hereunder.
9. **Export, Import and Government Restrictions.** Customer is advised that the Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. Customer agrees to abide by these laws. Under these laws, the Software may

not be sold, leased, or transferred to restricted countries (currently Cuba, Iran, North Korea, Sudan and Syria), restricted end-users, or for restricted end-uses. Customer specifically agrees that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer understands that certain functionality of the Software, such as encryption or authentication, may be subject to import restrictions in the event Customer transfers the Software from the country of delivery and Customer is responsible for complying with applicable restrictions.

10. **Limited Warranty.** Dell has the right to grant the licenses to the Software, and such Software will substantially conform in material respects to the functional specifications and current documentation provided by Dell with the Software. This limited warranty is not transferable and extends only for thirty (30) days from the date of delivery of the Software. This limited warranty does not cover damages, defects, malfunctions or failures caused by any unauthorized modification by Customer, or Customer's agents, of the Software; any abuse, misuse or negligent acts of Customer; modification by Customer of any interfaces or any software or hardware interfacing with the Software; or any failure by Customer to follow Dell's installation, operation or maintenance instructions. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, DELL MAKES, AND CUSTOMER RECEIVES, NO OTHER WARRANTIES RELATED TO THE SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND DELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DELL DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE SOFTWARE AND THE RESULTS ACHIEVED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DELL'S ENTIRE LIABILITY FOR BREACH OF THE WARRANTIES PROVIDED HEREIN, IS FOR DELL, AT ITS SOLE DISCRETION, TO EITHER USE COMMERCIALY REASONABLE EFFORTS TO REMEDY ANY NON-CONFORMANCE OR TO PROVIDE A REFUND OF THE LICENSE FEES PAID BY CUSTOMER TO DELL FOR THE SOFTWARE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED -- ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE.

11. **Limitation of Liability.** DELL WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS ELA AND/OR THE SOFTWARE. DELL SHALL HAVE NO LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, (E) LOSS OF GOODWILL OR REPUTATION, OR (F) SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS ELA, DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ELA AND/OR THE SOFTWARE SHALL NOT

EXCEED THE TOTAL AMOUNT RECEIVED BY DELL FOR THE PARTICULAR SOFTWARE GIVING RISE TO SUCH CLAIM(S). THIS PARAGRAPH SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS OR LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF DELL'S INTELLECTUAL PROPERTY. DELL SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIM BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise, for any claim. Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation compliant with applicable law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of any such liability.

12. **Indemnification.** Dell shall defend and indemnify Customer against any third-party claim or action that the Software (specifically excluding third-party and open source software) infringes or misappropriates that third party's patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"). In addition, if Dell receives prompt notice of an Indemnified Claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its sole discretion, (A) obtain a right for Customer to continue using such Software; (B) modify such Software; (C) replace such Software with a non-infringing substitute; or (D) provide a reasonable depreciated or pro rata refund for the allegedly infringing Software. Notwithstanding the foregoing, Dell shall have no obligation under this Section for Indemnified Claims resulting or arising from: (i) modifications of the Software that were not performed by or on behalf of Dell; (ii) the operation, use, or combination with a third-party product, software or service (the combination of which causes the claimed infringement) of the Software; or (iii) Dell's compliance with Customer's specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Customer (collectively, "Excluded Indemnified Claims"). Dell's duty to indemnify and defend is contingent upon: (a) Customer providing Dell with prompt written notice of the third-party claim or action, (b) Dell having the right to solely control the defense and settlement of such claim or action, and (c) Customer's cooperation with Dell in defending and resolving such claim or action. This section states Customer's exclusive remedies for any third-party intellectual property claim or action, and nothing in this ELA or elsewhere will obligate Dell to provide any greater indemnity to Customer. Customer, at Customer's expense, shall defend and indemnify Dell against any claim, action or proceeding brought against Dell which arises from or is in any manner connected with Excluded Indemnified Claims.
13. **Confidentiality.** Customer agree to: (A) refrain from using Confidential Information except as necessary to exercise the rights herein and (B) use best efforts to preserve and protect the confidentiality of the Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Dell that is (i) identified as confidential; (ii) designated in writing to be confidential or proprietary; or (iii) should be reasonably understood to be confidential. Confidential Information includes the Software and its trade secrets, including but not limited to source code, the development status of the Software, the appearance, content and flow of the user interface of the Software, and the content and documentation of the Software. Confidential Information does not include information that is (a) publicly available other than through a breach of this ELA; (b)

known to Customer prior to such disclosure; or (c) subsequently lawfully obtained by Customer from a third party that has no obligations of confidentiality. Customer agrees that, without Dell's prior written consent, Customer will not grant access to any Dell Confidential Information to any persons or entities except for Customer's employees and agents who have a business need to have such access and who are obligated to maintain the confidentiality thereof as set forth herein. In some, limited circumstances, Dell may need to engage a third party to fulfill its obligations to Customer under this license. By using this software Customer agrees that Dell may provide Customer's information to such third party for that purpose. Any feedback or other information that is provided to Dell relating to the Software or this ELA shall be considered Dell Confidential Information. Such feedback shall be treated by Dell on a non-confidential and unrestricted basis, and Dell shall have full rights, title and ownership of such feedback.

- 14. **Open Source and Third Party Software.** A portion of the Software may contain or consist of open source or third party software, which Customer may use under the terms and conditions of the specific license under which the open source or third party software is distributed. THIS OPEN SOURCE AND THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE OR THIRD PARTY SOFTWARE, DELL SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. Under certain open source software licenses, Customer is also entitled to obtain the corresponding source files. Customer may find corresponding source files for the Software at <http://opensource.dell.com> or other locations that may be specified to Customer by Dell.
- 15. **Jurisdiction/Injunction.** This ELA is governed by the laws of the State of Texas, U.S.A. without regard to conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Customer agrees that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by Customer of the provisions set forth in this ELA; therefore, in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies afforded to it by law or equity, immediately obtain and enforce an injunction from any court of law or equity prohibiting Customer from

breaching such provisions. All rights and remedies afforded Dell by law shall be cumulative and not exclusive. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS ELA, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG THEM.

- 16. **No Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this ELA on any occasion shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.
- 17. **No Assignment.** Customer may not assign or transfer Customer's interests, rights or obligations under this ELA by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of an authorized executive officer of Dell. Any attempt to assign this ELA by Customer shall be null and void.
- 18. **Entire Agreement.** Unless Customer has entered into another written agreement with respect to the Software which has been signed by Customer and an authorized representative of Dell and which conflicts with the terms of this ELA, Customer agrees that this ELA supersedes all prior written or oral agreements, warranties or representations, including any and all other click-wrap, shrink-wrap or similar licenses or agreements, with respect to the Software. No amendment to or modification of this ELA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any term of this ELA is found to be invalid or unenforceable, the remaining provisions will remain effective. Customer agrees that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter shall not apply to the terms and conditions of this ELA. Customer represents that it has read this ELA, has had the opportunity to review it with local counsel, understands it, and agrees to be bound by all terms and conditions stated herein.
- 19. **Notices.** Notice to Dell under this ELA must be in writing and sent to the address below or to such other address (including facsimile or e-mail) as specified in writing, and will be effective upon receipt.

Dell Inc., Attn: Dell Legal
One Dell Way, Round Rock, Texas 78682

By the signature of the duly authorized representative below, Dell and Customer, intending to be legally bound, agree to all of the provisions of this Agreement.

ACCEPTED AND AGREED TO BY:

[U.S. Government Agency]
Signature
Name
Position
Date

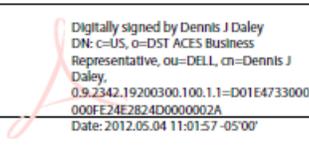
Dell Marketing LP	
Signature	
Dennis J Daley	
Name	Dennis J. Daley
Position	Contracts Sr. Consultant
Date	April 20, 2012

Exhibit A

Description of Licensed Software

1. Operating, diagnostics and other software for Dell-branded information technology products, including, but not limited to the following named Dell product lines:
 - AppAssure
 - Compellent
 - KACE
 - EqualLogic
 - Force 10
2. Use of the software is subject to the terms and conditions of the Dell Enterprise License Agreement to which this Exhibit A is attached ("ELA").
3. Purchase of the software is subject to the terms and conditions of Exhibit B of the ELA.

Exhibit B

Terms & Conditions Applicable to the Purchase or Use of Licensed Software by the U.S. Government

1. This Section applies whenever the Customer is the U.S. Federal Government, or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the U.S. Federal Government. In such case, the terms and conditions of this Exhibit B shall pertain to the Customer's use and disclosure of the Software and Documentation, and shall supersede any conflicting contractual terms or conditions. To the extent that it is held by a court or board of competent jurisdiction that any part of any provision of the ELA is invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said license agreement.
2. The software and documentation are "commercial items" as that term is defined at 48 C.F.R. 2.101; consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software and documentation with only those rights set forth herein. Sections 13 and 16 of this ELA shall not apply to the U.S. Federal Government but shall continue to apply to prime contractors and subcontractors of the U.S. federal government. Disputes with the U.S. Federal Government shall be subject to resolution pursuant to the Contract Disputes Act of 1978, as amended. All other provisions of this ELA remain in effect as written.
3. Purchase of Software licenses is subject to the terms and conditions of (a) U.S. General Services Administration Multiple Award Schedule 70 Contract GS-35F-4076D; or (b) other such U.S. Government Federal Acquisition Regulation Part 12 Commercial Item prime and/or subcontracts in which the Dell Enterprise License Agreement to which this Exhibit B is attached is incorporated either in its entirety or by reference, and all Delivery Orders and Task Orders issued thereunder which include the Exhibit A software.
4. Use of the software is subject to the terms and conditions of the Dell Enterprise License Agreement to which this Exhibit B is attached.
5. Listed below are changes to the Dell Enterprise License Agreement applicable to the purchase of licensed Software by the United States Government.

ELA Section

1. **General.** The definition of "Company" is Dell Products L.P. on behalf of Dell Marketing L.P and / or Dell Federal Systems L.P.
2. **License.** In the event a separate license agreement accompanies or is referenced by an Update, the U.S. Government shall have a right, prior to delivery of the Update, to review such license agreement before accepting the terms and conditions contained therein.
3. **License Limitations.** The language "to which the U.S. Government will have a right to review before agreement to such terms and conditions" is added to the last sentence.
5. **Restrictions.** In subsection (B), the phrase "and Customer is liable for any breach of this ELA by such third party" is deleted. The Government has no liability to third-parties under this ELA.
6. **Compliance.** This provision in the ELA is deleted and replaced with the following:

"Customer will certify in writing, upon reasonable request by Dell, Customer's compliance with the terms of this ELA, indicating the number of Software licenses deployed at that time. Customer grants Dell or an agent selected by Dell, the right to perform an audit of Customer's compliance with this ELA during normal business hours and in a manner that does not interfere unreasonably with your operations. Any auditor selected by Dell or an agent of Dell is subject to approval of the Government, which shall not be unreasonably withheld. As an alternative, Dell may require Customer to accurately complete a self-audit relating to the Software. In the event the audit finds a deficiency of greater than five percent (5%) in the licensee fees paid, then such shall be considered a change and resolved under the Changes clause of the applicable contract (FAR 52.212-4(c)). And in the event such a change

cannot be negotiated in a commercially reasonable time, the same shall be considered a dispute under Contract Disputes Act of 1978, as amended ("CDA")."

8. **Termination.** The termination provision is deleted and replace with the following:
"This ELA and the license granted to Customer to use the Software hereunder shall be terminated (i) by Company, if such remedy is granted after conclusion of the Contract Disputes Act dispute resolution process or if such remedy is otherwise available to Company under United States federal law; or (ii) by Customer, at its option in accordance with FAR 52.212-4. Upon any termination, Customer shall promptly return the Software and any copies thereof in any form. Company will not have any obligation to refund any portion of any license fee upon the termination of this ELA if after the Contract Disputes Act dispute resolution process a Court or administrative board determines that the End User materially breached any provision of this ELA. Sections 4, 5, 11, 12, 13, 15, 16, 18, 19 of this ELA, as well as Exhibit A payment obligations, shall survive termination, cancellation, and/or expiration of this ELA and/or the license granted hereunder."
11. **Limitation of Liability.** The language in this Section 11 is deleted and replaced with the following:
"IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES OF ANY KIND ARISING UNDER OR IN ANY WAY RELATED TO THE SOFTWARE OR THIS ELA. EXCEPT AS IT RELATES TO INDEMNIFICATION FOR INFRINGEMENT REFERENCED IN SECTION 12 IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING UNDER OR IN ANY WAY RELATED TO THE SOFTWARE OR THIS ELA EXCEED THE AGGREGATE LICENSE FEES PAID FOR THE LICENSE GRANTED HEREUNDER, EXCLUDING REPROCUREMENT COSTS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ANY CLAIM HEREUNDER, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT OR ANY RELATED WRITING, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to Company's Multiple Award Schedules Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733."
12. **Indemnification.** Subparagraph (b) of this section is deleted and replaced with the following:

"(b) Dell having the right to solely control the defense and settlement of such claim or action provided that for the U.S. Government the control of the defense is subject to 28 USC 516."

The last sentence of this section, "Customer, at Customer's expense, shall defend and indemnify Dell against any claim, action or proceeding brought against Dell which arises from or is in any manner connected with Excluded Indemnified Claims" is deleted.
15. **Jurisdiction/Injunction.** This section does not apply to the Government, but shall apply to prime and subcontractors to the Government. Disputes with the Government shall be subject to resolution pursuant to the CDA.
17. **No Assignment.** This paragraph is deleted and number 17 is marked "Reserved."
18. **Entire Agreement.** The language in this Section 18 is deleted and replaced with the following:
"This ELA (a) constitutes the entire agreement between the parties with respect to the licensing of the Software and supersedes any prior negotiations, proposals, representations and agreements relating specifically thereto; (b) may only be changed by a writing signed by the parties specifically referencing this ELA; (c) shall be interpreted in accordance with the federal laws of the United States of America; and (d) is not assignable, in whole or in part, by either party. Any prohibited assignment is null and void. Failure by either party to enforce any term hereof shall not be deemed a waiver. All claims arising out of or relating to this ELA shall be resolved in accordance with the Contracts Disputes Act of 1978. In the event any provision of this EULA is declared invalid, the remainder shall continue in binding effect."



AssuredSAN Family of Data Storage Solutions General Product Warranty & Service Summary

Dot Hill products are provided with a standard 3 year warranty, with 37 month advance exchange, from date of shipment on all enclosure FRUs except disk drives. All disk drives are offered with the manufacturer pass through warranty which is either 3 or 5 years depending upon the drive. Support plans can also be purchased to tailor product warranty requirements to the needs of the customer.

Products purchased through an authorized Dot Hill reseller/partner and eligible for Free 1 year on-site support for all AssuredSAN bundled solutions. Acceptance into the program requires user/product registration at www.dothill.com/registration within 30 days of product purchase and begins on the date of shipment. Free 1 year, onsite support is available from 8AM to 5PM in respective time zone – Monday thru Friday; with next business day replacement parts, response within 100 miles of tier one cities in the Americas and Europe.

Hardware Support Services

Dot Hill offers hardware support services which extend past the initial warranty for storage hardware products. Support contracts which meet all levels of customer requirements can be purchased with storage arrays. Worldwide technical support is managed through partners, and parts distribution centers in North America, Europe and Asia.

Support Contact Information:

Contact Technical Support: support@dothill.com

Phone: +1-877-DOT-7X24 (+1-877-368-7924)

If calling from outside the U.S.A.,

Phone: 001-303-845-3200 – select #1 for support

SANsolve Contact Information

SANSolveHelp@dothill.com or 1-877-368-7924

By dialing our toll free technical support line, 1-877-368-7924 or 1-760-931-5500 option 2, Dot Hill's Customers gain access to expert technical support representatives on a 7x24x365 basis.

Customer calls are then handled through any one of Dot Hill's service locations, depending on time of day and point of call. Through this arrangement Dot Hill provides "real time" technical support anywhere / anytime in the World. Dot Hill's technical support also provides front line service and coordination for our OEM partners as well as dispatching of our On-site service.

Optional (for a fee) Storage Hardware Support Plans

- **Bronze Support**

Dot Hill's standard warranty provides expert technical telephone support, access to our SANsolve and the Customer Resource Center with knowledge base articles, product documentation and firmware.

- **Gold Support**
Dot Hill's Gold Support (Next Business Day or 5X9X4 on-site) offering provides all of the benefits of the Bronze standard support program but also includes same day advance shipment, 7x24 parts depot access and 5x9xNBD (next business day) on-site service.
- **Platinum Support**
Dot Hill's Platinum Support (Mission Critical on-site) offering provides all of the benefits of the Gold support program and includes Dot Hill-owned on-site spares, 7x24x4 on-site service. Platinum Support is recommended for mission critical enterprise data centers that require 24-hour availability.

Storage Software Support Services

Dot Hill software products are provided with a 90 day warranty from date of shipment on enclosures or electronic delivery of license keys. The 90 day software warranty can be extended through 4 different options:

- M0 Annual Maintenance Renewal
- M1 1 Year Maintenance Renewal
- M2 2 Year Maintenance Renewal
- M3 3 Year Maintenance Renewal

Professional Services for Storage

We offer a wide range of professional services to OEM customers that allow seamless support of end customers, efficient upgrades, and problem resolution. Our team of experts can actively monitor storage health, proactively identify potential problems and react with timely resolutions.

Secure Site Rider

The Secure Site service offering is ideal for customers who are dealing with data on Dot Hill storage arrays located in classified environments – for either security of compliance reasons. This optional service program provides a simplified path for advance swap replacements for failed disk drives that either cannot be removed from classified environments and/or will be destroyed. This annual, renewable, service program provides unlimited overnight shipment of replacement disk drives – any size any type. Replacement parts are shipped out of the closest Dot Hill designated Spare Parts Depot. With Secure Site, customers are reducing the risk of multiple drive failures while waiting for the standard purchase of replacement parts, which is typically 10-15 days in a commercial environment.

Overall costs savings are recognized immediately, because the overnight shipping charges from our Depots are included in the price. Where applicable, destroyed drive Serial Number plates with an accompanying letter of destruction must be returned to Dot Hill Customer support – in the conveniently provided return material packaging and instructions.

Other professional services offerings for OEMs, Prime Contractors and end customers include:

- Quarterly Health Check of Storage Systems
 - Firmware upgrades
 - Active FRU Testing

Disk Checks
Event and Error Log Examination
Best Practices

- Remote Monitoring
 - Server / Storage / Network - Quarterly Health Checks
 - Semi-Annual Performance Tuning (Server/Application/Network/Storage)
 - Quarterly Scheduled Disk Services Program
 - DHS Certification Program of Out of Warranty Equipment
 - Physical Inspection
 - Cable replacements if needed
 - Firmware upgrades
 - Active FRU Testing
 - Disk Checks
 - Event and Error Log Examination
- (Note: Out of Warranty equipment must be "DHPS Certified" before renewal of support)*

DROBOCARE SERVICES
Terms and Conditions
UNITED STATES AND CANADA

These DroboCare Services Terms and Conditions govern the provision of DroboCare for those: (i) hardware products manufactured by or for Drobo; and (ii) replacement components sold by Drobo, of the product manufactured by or for Drobo; that can be identified by the "Data Robotics" or "Drobo" trademark, trade name, or logo affixed to them (collectively, "**Product**"), and constitute the contract between the original end user purchaser of the Product ("**You**") and Drobo, Inc. (formerly known as Data Robotics, Inc.) ("**Drobo**") for such DroboCare services ("**DroboCare Services**").

A. COVERAGE. Drobo's DroboCare Services obligations are limited, and are as set forth herein. Additional terms may apply depending on Your country of residence, please refer to the Section entitled "Country Variations" below.

DroboCare Services: (i) are available for purchase only by the original end user purchased of the Product; (ii) must be initially purchased, if at all, within the applicable standard warranty period following the initial Product purchase; (iii) must be subsequently purchased, if at all, while entitled to receive DroboCare Services; (iv) are provided during the term for which You paid for DroboCare Services, commencing on the earlier of: (a) thirty days after the date DroboCare Services was purchased by You; or (b) the date You register/activate Your DroboCare Services ("**DroboCare Term**"); (v) are to be accessed and used only by You; and (vi) may not be transferred to another party.

DroboCare Services may be provided from the country from where the product is shipped. Service options, parts availability and response times will vary according to country. You may be responsible for shipping and handling charges if the Product cannot be serviced in the country it is in. Subject to applicable law, Drobo may require that You furnish proof of purchase details and/or comply with registration requirements before receiving any portion of DroboCare Services.

B. REGISTRATION. Provision of DroboCare Services is contingent upon prompt registration, and verification of Your DroboCare Services entitlement by Drobo. If You purchase DroboCare Services online through your Drobo Support Account (http://support.drobo.com/app/utills/login_form), Drobo will register You. If You purchase DroboCare Services through a method other than online through your Drobo Support Account (http://support.drobo.com/app/utills/login_form), You must register for DroboCare Services within thirty (30) days of purchase of DroboCare Services. Registration instructions are included in the DroboCare Services packaging. You will receive confirmation of registration, and are advised to review such confirmation, and promptly contact the Drobo party from whom DroboCare Services was purchased in the event of any questions.

C. ACCESSING DROBOCARE SERVICES.

C.1 Product Repair. Subject to the terms and conditions herein, if a Product defect arises and a valid claim is received within the DroboCare Term Drobo will, at its option, either: (1) repair the hardware defect at no charge, using new or refurbished replacement parts; or (2) replace the Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product; or (3) refund the purchase price of the Product, provided the Product for which the refund is provided is received by Drobo in accordance with the instructions provided. All Products and parts thereto that are replaced or for which a refund is issued as part of DroboCare Services become Drobo's property.

C.2 Product Repair Process. In the event the Product is defective, You may contact Drobo via its website or by telephone (see www.drobo.com/support for telephone numbers). You are required to provide Your Product serial number, date of Product purchase, date of DroboCare Services purchase, if applicable, description of the performance of the Product, and any other information reasonably requested by Drobo, and follow instructions reasonably given by Drobo.

No Product may be returned directly to Drobo without first contacting Drobo (see www.drobo.com/support for telephone numbers) for a Return Material Authorization ("**RMA**") number. If it is determined that the Product may be defective and it is necessary for it to be returned, You will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued and/or one that does not conform to the instructions given for Product return, will be returned to You at Your expense. In the event the Product is to be repaired or replaced, upon issuance of the RMA number, Drobo will Advance Ship to

You a replacement Product and You agree to promptly return Your Product at issue within seven (7) days of issuance of the RMA number. In the event Drobo does not receive the Product for which You were issued an RMA and a replacement Product within such seven (7) days, You agree that, notwithstanding anything to the contrary: (a) Your DroboCare Term will immediately be terminated and end; and (b) You shall not be entitled to, nor shall you receive, a refund or a credit of any kind for any pre-paid DroboCare fees; and (c) such termination is fair payment for the replacement Product. "**Advance Ship**" means, if the RMA is issued: (i) before 1 pm local time, ship the same day; or (ii) after 1 pm local time, ship the next business day; for express delivery.

- C.3 **Technical Support.** During the applicable DroboCare Term, You are entitled to access Drobo's online help resources to address any question about the Product ("**Online Help Resources**"). If the Online Help Resources do not address the support issue, You are entitled to request technical Product support 24 hours per day, 365 days per year, excluding local holidays: (i) online at www.drobo.com/support; or (ii) by calling Technical Support. (telephone numbers listed at www.drobo.com/support). Local holidays are posted at www.drobo.com/support, and are based on the area from which technical support is provided.

D. EXCLUSIONS AND LIMITATIONS.

D.1 DroboCare Services are not provided for any non-Products, including, without limitation, any third party hardware products or any software, even if packaged or sold with Drobo hardware. Manufacturers, suppliers, or publishers other than Drobo may provide their own warranties to the end-user purchaser, but Drobo, to the extent permitted by law, provides such manufacturers' products "as is". Software distributed by Drobo with or without the Drobo brand name (including, but not limited to system software) is not covered under DroboCare Services. Refer to the licensing agreement accompanying the software for details of rights with respect to its use. Drobo does not warrant that the operation of the Product will be uninterrupted or error-free. Drobo is not responsible for damage arising from failure to follow instructions relating to the Product's use and/or storage.

D.2 DroboCare Services do not cover: (a) damage caused by use with equipment, hardware or software that is not a Product; (b) damages caused by accident, abuse, or misuse; (c) damage caused by operating the Product outside the permitted or intended uses described by Drobo; (d) damages caused by service (including upgrades and expansions) performed by a party other than an authorized representative of Drobo or a Drobo Authorized Reseller; (e) Product or portions thereof that have been modified to significantly alter functionality or capability without the written permission of Drobo; (f) damage caused by flood, fire, earthquake or other external causes; (g) Products upon which the Drobo serial number or the sticker placed on the Product that reads "Warranty void if removed", or portion thereof, has been removed, altered or defaced; (h) service necessary to comply with the regulations of any government body or agency arising after the date of retail purchase by You; (i) Product that is lost or stolen, or is otherwise not received by Drobo in its entirety; (j) damage caused by normal wear and tear, and by normal aging, including, without limitation, cosmetic damage; or (k) preventative maintenance on the Products.

D.3 TO THE EXTENT PERMITTED BY LAW, AND EXCEPT AS MAY BE PROVIDED PURSUANT TO DROBO STANDARD WARRANTY. DROBOCARE SERVICES AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AND DROBO SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY QUALITY, AND THOSE AGAINST HIDDEN OR LATENT DEFECTS. IF DROBO CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY DROBO IN ITS SOLE DISCRETION. No Drobo reseller, agent, or employee is authorized to make any modification, extension, or addition to DroboCare Services or any portion thereof.

D.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DROBO AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF DROBO'S OBLIGATIONS PURSUANT TO THESE DROBOCARE SERVICES, OR DROBO ACTIONS OR INACTIONS RELATED TO THESE DROBOCARE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF

MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF, DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF DROBO AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THESE DROBOCARE SERVICES SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THESE DROBOCARE SERVICES. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. DROBO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER DROBOCARE SERVICES OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

E. CONSUMER PROTECTION LAWS. FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY DROBOCARE SERVICES ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to You. These DroboCare Services Terms and Conditions give You specific legal rights, and You may also have other rights that vary by country, state or province. DroboCare Services is governed by and construed under the laws of the country in which the product purchase took place.

F. DATA PROTECTION. You should make periodic backup copies of the data and programs contained on the Product's hard drive to protect Your data and as a precaution against possible operational failures. Before delivering the Product for DroboCare Services it is Your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. While the Product is receiving DroboCare Services, the data contained on the Product may be erased, lost or damaged. Drobo is not responsible for any erased, lost or damaged data. You are responsible for reinstalling all such software, data and passwords. Neither Drobo nor its Authorized Resellers are liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-Product or part not covered by DroboCare Services. Recovery and reinstallation of system, application software, and user data are not covered under DroboCare Services.

G. GENERAL INFORMATION. The information contained herein is subject to change without notice. The only warranties for Drobo products and services are set forth in the warranty statements accompanying the products and services. Nothing herein should be construed as constituting an additional warranty. Drobo shall not be liable for technical or editorial errors or omissions contained herein. You may return DroboCare Services to the point of purchase within thirty (30) days of purchase at Your expense.

H. UNITED STATES STATE AND CANADIAN PROVINCE VARIATIONS.

H.1 The following U. S. state variations will control if inconsistent with any other provisions of these DroboCare Services Terms and Conditions:

Alabama, California, Hawaii, Maryland, Minnesota, Missouri, New Mexico, New York, Nevada, South Carolina, Texas, Washington and Wyoming Residents

If an End User cancels this Plan pursuant to Section G of these DroboCare Terms and Conditions, and Drobo fails to refund the purchase price to End User within: (i) thirty (30) days for California, New York, Missouri and Washington residents; (ii) forty-five (45) days for Alabama, Hawaii, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents; and (iii) sixty (60) days for New Mexico residents; Drobo is required to pay You a penalty of 10% per month for the unpaid amount due and owing to You. The right to cancel and receive this penalty payment only applies to You and may not be transferred or assigned. The obligations of the provider under these DroboCare Services Terms and Conditions are backed by the full faith and credit of Drobo.

California Residents

If an End User cancels within thirty (30) days of receipt of the DroboCare package, You will receive a full refund less the value of any DroboCare Services provided.

Colorado Residents

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

Connecticut Residents

The expiration date of the DroboCare Term will automatically be extended by the period that the Product is in Drobo's custody while being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of these DroboCare Services Terms and Conditions, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

Florida Residents

The laws of the State of Florida will govern this Plan and any disputes arising under it.

Nevada Residents

Cancellations: No DroboCare Services that have been in effect for at least 70 days may be canceled by Drobo before the expiration of the DroboCare Term or one year after the commencement of the DroboCare Services, whichever occurs first, except on the following grounds:

- Failure by You to pay an amount due;
- Conviction of You of a crime which results in an increase in the service required;
- Discovery of fraud or material misrepresentation by You in obtaining the DroboCare Services, or in presenting a claim for service thereunder;
- Discovery of an act or omission by You, or a violation by You of any condition of the DroboCare Services, which occurred after the first date of the DroboCare Term and which substantially and materially increases the service required under the DroboCare Services;
- A material change in the nature or extent of the required service or repair which occurs after the commencement of the DroboCare Services and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the DroboCare Services were issued or sold.

Grounds for cancellation; date cancellation effective. No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to You.

Cancellation of contract; Refund of purchase price; cancellation fee.

(i) If Drobo cancels the DroboCare Services, Drobo shall refund to Nevada consumers the portion of the purchase price that is unearned. Drobo may deduct any outstanding balance on Your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Drobo cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

(ii) Except as otherwise provided in this section, a Nevada resident who is the original purchaser of these DroboCare Services, who submits to Drobo a request in writing to cancel the DroboCare Services in accordance with the terms of the DroboCare Services, shall receive a refund of the portion of the DroboCare Services' purchase price that is unearned.

(iii) If an End User requests the cancellation of these DroboCare Services pursuant to subsection (ii), Drobo may impose the cancellation fee described in the DroboCare Services, but will not deduct the value of any service provided.

(iv) When Drobo calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to these DroboCare Services. Drobo backs this DroboCare Services for Nevada residents by its full faith and credit.

New Hampshire Residents

In the event an End User does not receive satisfaction under this contract, You may contact the New Hampshire insurance department, by mail at State Of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

New Mexico Residents

Cancellations: No DroboCare Services that have been in effect for at least 70 days may be canceled by Drobo before the expiration of the DroboCare Term or one year after the commencement of the DroboCare Services, whichever occurs first, except on the following grounds:

- Failure by You to pay an amount due;
- Conviction of You of a crime which results in an increase in the service required;
- Discovery of fraud or material misrepresentation by You in obtaining the DroboCare Services, or in presenting a claim for service thereunder;
- Discovery of an act or omission by You, or a violation by You of any condition of the DroboCare Services, which occurred after the first date of the DroboCare Term and which substantially and materially increases the service required under the DroboCare Services;
- A material change in the nature or extent of the required service or repair which occurs after the commencement of the DroboCare Services and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the DroboCare Services was issued or sold.

North Carolina Residents

The purchase of DroboCare Services is not required either to purchase or to obtain financing for computer equipment.

South Carolina Residents

Unresolved complaints or DroboCare Services regulation questions may be addressed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

Tennessee Residents

These DroboCare Services shall be extended as follows: (1) the number of days You is deprived of the use of the Product because the Product is in repair; plus two (2) additional workdays.

Texas Residents

Drobo may cancel these DroboCare Services with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by You relating to the Product or its use. Unresolved complaints or Contract regulation questions may be addressed to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

H.2 The following Canadian province variations will control if inconsistent with any other provisions of these DroboCare Services Terms and Conditions:

To clarify, you agree to these DroboCare Services terms and conditions, including the language of Section D.3, which waives protections to which You might otherwise be entitled pursuant to the legislation set forth below, or any successor legislation thereto.

- Alberta – *Sale of Goods Act*, R.S.A. 2000, c. S-2, section 54
- New Brunswick – *Sale of Goods Act*, R.S.N.B., 1973, c. S-1, section 52
- Newfoundland & Labrador – *Sale of Goods Act*, R.S.N.L. 1990, c. I-16, section 56
- Prince Edward Island – *Sale of Goods Act*, R.S.P.E.I. 1988, c. I-6, section

Limited Warranty Summary

Fujitsu Scanner Products

Limited Warranty Summary for Fujitsu Scanner Products

Locate your specific product model from the list below to identify your Limited Warranty period and applicable service method. For a complete description of the end user Limited Warranty, please refer to the Limited Warranty and Services Guide for Fujitsu Imaging Products included with the original product packaging.

Model	Limited Warranty Period/ Service Method
ScanSnap S1100 Series ScanSnap S1300 Series ScanSnap S1500 Series ScanSnap N1800 f-6015C f-6110	1 Year Depot Service
f-6130 Series f-6230 Series f-6140 Series f-6240 Series	1 Year Advance Exchange Service
f-4340C Series f-5530C Series f-6670 Series f-6770 Series f-6010N	3 Months On-Site Service
f-5950 f-6800 Series	3 Months On-Site Service

To upgrade your standard warranty or to purchase post warranty support, call your local Fujitsu Authorized Reseller or contact Fujitsu at (800) 626-4686.

Fujitsu Computer Products of America, Inc.
http://us.fujitsu.com/fcpa

1250 East Arques Avenue Sunnyvale, CA 94085-5401, (800) 626-4686 (888) 425-8228 info@fcpa.fujitsu.com

©2011 Fujitsu Computer Products of America, Inc. All rights reserved. All statements herein are valid only in the U.S. for U.S. residents, are based on normal operating conditions, are provided for informational purposes only, and are not intended to create any implied warranty. FCPA reserves the right to change its service offerings and limited warranty at any time without notice. Fujitsu and the Fujitsu logo are registered trademarks of Fujitsu Limited. All other trademarks are the property of their respective owners.

Printed in Japan. PIN: PA93004-Y85020





IceWEB Storage System 5000

Warranty and Support Offering

IceWEB is a customer-oriented company; supporting the IceWEB Storage System 5000 in your environment is a priority to us. We've designed a mix of offerings ranging from basic warranty service to more comprehensive premium services, built from a combination of remote technical support, onsite support, replacement parts and installation, software support, and

web-based customer support tools. We offer a three-year, basic warranty on IceWEB hardware, with an option to upgrade the support plan during the warranty period. Initial product installation can be performed by the customer or may be available for separate purchase from IceWEB or an authorized service partner.

Basic Warranty Level Support

This table shows the service features of Basic Support provided under IceWEB's standard warranty and/or maintenance terms.

Service Feature	Service Feature	Basic Support - Coverage Details
Remote Technical Support	Customer may contact IceWEB by telephone or web interface 7X24 to report an Equipment, Core Software, or other Software problem and provide input for initial assessment of Severity Level. IceWEB provides (i) a technical response by remote means based on the Severity Level of the problem, or (ii) when deemed necessary by IceWEB, onsite support as described below.	Included. Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact: Severity Level 1: 2 local business hours; on a 5X9 basis Severity Level 2: 4 local business hours; on a 5X9 basis Severity Level 3: 8 local business hours; on a 5X9 basis Severity Level 4: 12 local business hours; on a 5X9 basis
Onsite Support	IceWEB sends authorized personnel to installation site to work on the problem after IceWEB has isolated the problem and deemed onsite support necessary.	Not Included. Available for purchase.
Replacement Parts and Installation	IceWEB provides replacement parts when deemed necessary by IceWEB.	Included. Installation of replacement parts performed by Customer. Replacement parts will be shipped to Customer for Next Business Day arrival. Local country shipment cut-off times may impact the no later than next local business day delivery of replacement parts. Customer is responsible for returning all replaced parts to a facility designated by IceWEB.
Core Software (operating system) Releases and Installation	IceWEB provides new releases of Core Software as available.	Included. Customer will perform the installation of new releases of Core Software, unless deemed necessary by IceWEB.
IceWEB Software (excluding Core Software)	IceWEB provides new releases as available.	Included. Customer will perform installation unless otherwise deemed necessary by IceWEB.
Access to Web based customer support tools	Customers that have properly registered have access on a 7X24 basis to IceWEB's web based customer support tools.	Included.

Contacting Support

IceWEB offers multiple ways for our customers to contact Technical Support. You can open up an automated ticket by emailing support@iceweb.com. You can give us a call and speak to us directly. Support Hotline: (571) 287-2390, Toll Free: (800) 465-4637



IceWEB Storage System 5000

Warranty and Support Offering

Premium Warranty Level Support

This table shows the service features of Premium support provided under IceWEB's standard warranty and/or maintenance

Service Feature	Description	Premium Support - Coverage Details
Remote Technical Support	Customer may contact IceWEB by telephone or web interface 7X24 to report an Equipment, Core Software, or other Software problem and provide input for initial assessment of Severity Level. IceWEB provides (i) a technical response by remote means based on the Severity level of the problem, or (ii) when deemed necessary by IceWEB, onsite support as described below.	Included. Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact: Severity Level 1: 1 local business hours; on a 7X24 basis Severity Level 2: 3 local business hours; on a 7X24 basis Severity Level 3: 4 local business hours Severity Level 4: 10 local business hours
Onsite Support	IceWEB sends authorized personnel to installation site to work on the problem after IceWEB has isolated the problem and deemed onsite support necessary.	Included for Equipment and Core Software only Onsite support response objective is next local business day, on a 5X9 basis, after IceWEB deems onsite support is necessary. Arrival of support personnel onsite is dependent upon onsite arrival of any necessary replacement parts. Online support does not apply to Software, but may be separately purchased.
Replacement Parts and Installation	IceWEB provides replacement parts when deemed necessary by IceWEB.	Included. Installation of Customer Replaceable Units (CRUs) performed by Customer. Installation of all other non-CRU parts performed by IceWEB. Replacement parts will be shipped to Customer for Next Business Day arrival. Local country shipment cut-off times may impact the no later than next local business day delivery of replacement parts and the related Onsite Support. If IceWEB installs the replacement part(s), IceWEB will arrange for its return to an IceWEB facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by IceWEB.
Core Software (operating system) Releases and installation	IceWEB provides new releases of Core Software as available.	Included. Customer will perform the installation of new releases of Core Software, unless deemed necessary by IceWEB.
IceWEB Software (excluding Core Software)	IceWEB provides new releases as available.	Included. Customer will perform installation unless otherwise deemed necessary by IceWEB.
Access to Web based customer support tools	Customers that have properly registered have access on a 7X24 basis to IceWEB's web based customer support tools.	Included.



IceWEB Instructor Lead Certified Training Overview

General Description:

The IceWEB Certified Training Course is designed to provide the necessary training to setup and manage the IceWEB Storage Appliance and its Application Interface. The course trains students on both the basic and advance features of the management console including creating and managing volumes through advance features such as Fault Management and Active Directory Integration.

Who should attend:

System Administrators, Storage/Network Managers, System Engineers, Data Center Technicians.

Training Course Duration: One Full Day
Class Fee: \$1,500 (per Person) One Full Day
Location: IceWEB Facility
Customer Location available with three (3) student minimum

AM session: 9:00 AM to 12:00 PM (1 hour lunch)

- **Lesson 1: System Navigation and Familiarity**
 - Terminology
 - NMV/NMC Setup and Show
- **Lesson 2: Managing Data Volumes**
 - RAID Configuration
 - Expanding Data Volumes
- **Lesson 3: Managing Folders**
 - Sharing Folders with NFS and CIFS
 - Setting share size
- **Lesson 4: Active Directory Integration**

PM session: 1:00 PM to 4:00 PM

- **Lesson 5: Snapshots/Rollbacks**
 - Managing and Creation
 - Cloning
- **Lesson 6: iSCSI Target**
 - Creating Zvol and presenting
 - Expanding iSCSI
- **Lesson 7: Operation and Fault Management**
- **Lesson 8: Managing the Network**
 - Link Aggregation/VLAN
- **Lesson 9: Customer Specific Questions**
- **General Q&A - 30mins**

Kanguru Solutions Warranty Policy

Kanguru Solutions' Comprehensive Warranty and RMA Information

Coverage: Kanguru Solutions warrants product to be free from defects in materials and workmanship for the warranty period. This non-transferable, limited warranty is only to you, the first end-user Purchaser. All product warranties begin on the date of purchase.

RMA: Within 30-days Kanguru Solutions will pay for ground shipping both ways. After 30-days, customer is pays shipping to send product to Kanguru Solutions and Kanguru pays for ground shipping back to the customer for 1-year from the date of purchase. After 1-year, customer pays all shipping costs. For products covered by Kanguru's warranty, customer will not be charged for evaluation, parts or labor during the warranty period. After the warranty period expires, customer will pay an evaluation fee and any cost of repair or replacement of parts.

Exclusions: Excluded is damage caused by accident, misuse, abuse, exposure of media to excess magnetic fields, or external environmental causes. Clearance items may not carry full warranty.

Remedies: Your sole and exclusive remedy for a covered defect is repair or replacement of the defective product, at Kanguru Solution 's sole option and expense.

The above is Kanguru Solution's entire obligation to you under this warranty. IN NO EVENT SHALL KANGURU SOLUTIONS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, USE, OR PROFITS, EVEN IF KANGURU SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Kanguru Solution's liability exceed the original purchase price of the drive or media disk in question. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Link:
support.kanguru.com/index.php?action=kb&print=115

End User License Agreement

This legal document is an agreement between you, the end user ("Licensee"), and Kanguru Solutions, a division of Interactive Media Corporation ("Licensor"). In the event that the end user is a government customer, the government customer (licensee) is recognized as the ordering activity.

By downloading or obtaining and using this software, you are consenting to be bound by the terms of this agreement, which includes the software license and software disclaimer of warranty. If the ordering activity is a US Government entity, this clause is waived until and unless the US Government or an authorized contracting officer has reviewed and officially accepted all terms and conditions to bind the parties.

This agreement constitutes the complete agreement between you and licensor. If you do not agree to the terms of this agreement, cease to use the product immediately and destroy any copies that you have made.

SOFTWARE LICENSE

"The software" shall be taken to mean the software contained in this package, downloaded from Licensor's website, or included within a hardware device and any subsequent versions or upgrades received as a result of having purchased this package. "Licensee" shall be taken as the original purchaser of the software.

Licensee has the non-exclusive right to use the software only on a single computer. Licensee may not electronically transfer the program from one computer to another over any type of network. Licensee may not distribute copies of the software or the accompanying documentation to others either for a fee or without charge. Licensee may not modify or translate the program or documentation. Licensee may not disassemble the program or allow it to be disassembled into its constituent source code.

This software is licensed only to you, the Licensee. You may not permit non-Licensees to use or install it on computers or networks other than explicitly specified in this license without the prior written consent of Licensor.

This license does not entitle you to any future upgrades or updates of software or configuration files, although Licensor may decide to make such upgrades or configuration file updates available with or without an associated fee.

Licensee's use of the software indicates his/her acceptance of these terms and conditions. If Licensee does not agree to these conditions, then he or she must return any distribution media, documentation, and associated materials to the vendor from whom the software was purchased, and erase the software from any and all storage devices upon which it may have been installed or otherwise stored.

DISCLAIMER OF WARRANTIES

The software is provided on an "AS IS" basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement. The entire risk as to the results and performance of the software is assumed by you, the Licensee. If the software is defective, you, and not Licensor or any distributor, agent or employee of Licensor assumes the entire cost of all necessary servicing, repair, or correction.

LIMITATION OF DAMAGES AND INFRINGEMENT

In no event shall Licensor, or anyone else who has been involved in the creation, distribution, or delivery of this product be liable for any direct, indirect, special, punitive, exemplary, consequential or incidental damages (including but not limited to damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use such product even if Licensor has been advised of the possibility of such damages. Because some states or governments do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

In the event that the purchasing activity is a government entity and an infringement type lawsuit is initiated, licensor may recognize the government's right to exercise sole control and in this case may provide direct consultation and intervene at its own expense.

COPYRIGHT RESTRICTIONS

This software and any accompanying materials are copyrighted. Unauthorized copying of this software or of any of the textual materials accompanying it is expressly forbidden.

You may not modify, adapt, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the software.

EXPORT RESTRICTIONS

You agree that you will not export the software to any country, person or entity subject to U.S. export restrictions

ENTIRE AGREEMENT

This written End User License Agreement is the exclusive agreement between you and Licensor concerning the software and supersedes any and all prior oral or written agreements, negotiations or other dealings between us concerning the software. This License Agreement may be modified only by a writing signed by you and Licensor.

This agreement is subject to the laws and jurisdiction of the courts of the Commonwealth of Massachusetts, USA. If a court of competent jurisdiction invalidates one or more of the terms of this contract, the surviving terms continue in force. Should the ordering activity be a United States Government entity, it is agreed that the overseeing jurisdiction would be United States District or Federal court, preferably located in Massachusetts.

This License Agreement is effective upon your installation/use of the software.

NEXT IMAGE EULA

Software License Agreement

You should carefully read the following terms and conditions before installing this program. Installing this program indicates your acceptance of the terms and conditions. If you do not agree with them you should promptly delete your copy of this program. Contex provides this program and licenses its use. You assume responsibility for the selection of the program to achieve your intended results, and for the installation, use and results obtained from the program.

Please notice that the GNU-exception below is only applicable if the program is distributed with the ICC profiler program and ICM profiles as described below.

License

1. You may install and use the program under this license on various personal computers or other media connected or linked to the same scanner. You may not install and use the program under this license in connection with more than one single scanner, unless this use is covered by a similar number of additional individual licenses for the program.
2. You may not modify the program for any purpose.
3. You may copy the program onto any machine readable or printed form for backup in support of your use of the program.
4. You may not use the program, or any copy, except as expressly provided for in this license. If you do so you terminate your license.

GNU-exception

Notwithstanding the other terms and conditions in this Software License Agreement, The ICC profiler program and ICM profiles distributed with this Software is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; The ICC profiler and profiles are distributed in the hope that they will be useful, but WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 59 Temple Place - Suite 330, Boston, MA 02111-1307, USA.

Term

The license is effective until terminated. You may terminate it at any time by destroying the program together with all copies. The license will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of the Agreement. You agree upon such termination to destroy the program together with all copies, modifications and merged portions in any form.

Limited Warranty

The Program is provided to you AS IS. To the maximum extent provided under applicable law Contex expressly disclaims all warranties expressed or implied including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement. Contex makes no guarantee or representations regarding the use or distribution of, or the results of the use or distribution of, the Program in terms of correctness, accuracy, reliability or otherwise. Licensee relies on this program solely at Licensee's own risk.

Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights; you may also have other rights which vary from state to state. Contex does not warrant that the functions or the operation of the program will be uninterrupted or error free.

However, if you have acquired the program on an official Contex CD-ROM, Contex warrants the CD-ROM on which the program is furnished to be free from defects in materials and workmanship under normal use for a period of two (2) years from the date of delivery to you, as evidenced by a copy of your receipt.

Limitations of Remedies

Contex's entire liability and your exclusive remedy shall be:

The replacement of any CD-ROM not meeting the Contex "Limited Warranty" and which is returned to Contex or an authorized Contex dealer with a copy of your receipt, or if Contex or the dealer is unable to deliver a replacement CD-ROM which is free of defects in materials or workmanship, you may terminate this Agreement by returning the program and your money will be refunded.

In no event shall Contex and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in

connection with the use or performance of program, documents, provision of or failure to provide services, or information available from the Contex website.

In no event will Contex be liable to you for any damages including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use such program, even if Contex or an authorized Contex dealer has been advised of the possibility of such damages, or for any claim by any other party.

Purchase of Program on website of Contex

If you have purchased and downloaded the program from the website of Contex, you agree and understand that Contex has **TRANSFERRED** any and all warranty attached to the program to the appointed distributor as given on the Contex website. All approaches concerning warranty must be directed to the appointed Distributor.

General

You may not sublicense, assign or transfer the license of the program except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement hereunder is void. This Agreement will be governed by the laws of Denmark. Should you have any questions concerning this Agreement, you may contact Contex.

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You further agree that this is the complete license agreement on the program between you and Contex.

Contex A/S

WiseImage License Agreement

WiseImage License Agreement

License Agreement

Object: Software package WiseImage, comprising programs and documentation (hereafter package).

Consistent Software (hereafter CS) from one party and the Principal from the other party agreed as the follows:

CS transfers the Principal a non-exclusive License to use the Package (hereafter License), supplied under this Agreement according to the conditions specified bellow. Should the Principal is not contented with the terms of the Agreement and/or the Package supplied, he can within 30 days return CS all the transferred programs and documentation under the Agreement, CS shall make 100% refund of the amount paid for the package.

1. License

1.1 Under this License the Principal may use the programs on one computer only. To use the programs

on several working places, the Principal shall obtain a corresponding number of paid Licenses.

1.2 The Principal is entitled to make one archive copy of these programs, which automatically becomes

CS property and falls under this Agreement.

1.3 The documentation is not subject to copy and distribution.

1.4 The Principal shall prevent the obtained CS Package from being used, copied or distributed without

authorization.

1.5 This License is valid from the date of the Principal's obtaining CS Package to its termination. Should

The Principal breaks any terms of the License, the latter is automatically no longer valid without CS's

notice.

1.6 All the rights for the name, contents, and appearance of the package shall be the exclusive property

of CS.

1.7 The present version and all the following Software versions shall fall under this License.

2. Warranty

2.1 CS warrants, that the Software will be free from defects at delivery and for a period of ninety (90)

days of normal use from the date of the original purchase. Should any defects arisen through the Principal

fault are detected, CS shall replace the defected materials.

2.2 CS has no warrant responsibility for application and application results of this Package and other

materials, linked with it, in terms of accuracy, correctness, reliability, etc.

2.3 CS is not responsible for any damage, directly or indirectly linked with the use of, misuse of, or

impossibility to apply this Software.

2.4 No other information, except for the present License, obtained by the Principal shall cause any CS

warrant responsibility.

3. Modifications in the programs and new versions

WiseImage License Agreement

3.1 The Principal can fill out and forward to CS the User's Registration Card in order to have a possibility of getting updates, new copies of software on preferential terms and notice of error correction.



Support and Service Contact Information for Contex Scanners

Service Warranty Agreement

For all scanners purchased in the U.S and Canada after July 1, 2002 Contex grants a warranty for 24 months. Parts, which are affected by normal wear and tear (glass plates, white background plates, lamps, belts, rollers), are not covered by any warranty.

In addition Contex offers on-site warranty coverage that may be extended for up to a total of five years. Please contact your local distributor for further information and details.

Help Desk support is also included for immediate answers to software and hardware questions, Monday-Friday 8:00 a.m. to 5:00 p.m., local East to West Coast time by calling (800) 328-5901.

Optional service offerings include: on-site installation services, software and hardware training, a depot repair facility and additional standard time and material service, all at very attractive prices.



DATA SHEET

TEGILE ZEBI STORAGE ARRAYS

7X the performance and up to 75% less capacity required than legacy arrays!

Server and desktop virtualization has changed the rules in the data center – again. It has made the ongoing struggle between managing cost per terabyte and cost per I/O more difficult to manage than ever. Solidstate drives (SSD) have been added to legacy storage systems as a tier, but their architectures are not well suited for solid-state technology. Other new vendors have developed SSD only arrays and claim competitive cost structures with compression and de-duplication technology to get their costs under control.

Tegile™ Systems has a more balanced approach. Our Zebi™ arrays leverage the performance of SSD and low cost per TB of high capacity disk drives to deliver five times the performance and up to 75% less capacity required than legacy arrays. We don't simply use SSDs as a tier of storage in our arrays, Tegile has architected the performance benefits of SSDs throughout the data path, giving every application a performance boost.



7X the Performance

Through the deep integration of SSD and caching technologies, Tegile systems deliver five times the performance of legacy arrays. These performance gains are recognized by applications even when their data ultimately lands on hard disk drives. High IOPS and low latency for everyone.

Up to 75% Less Capacity Required

In-line compression and de-duplication are used on SSD and hard disk drive media throughout the array. This allows customers to significantly reduce their acquisition and operational cost of storage. All application data is reduced – not just secondary applications, and not in a post-process manner.

NAS and SAN from the Same Array

Enjoy the flexibility of choice in how your storage is connected to your servers. Fibre Channel and iSCSI block protocols are supported, while both NFS and CIFS file protocols are available for NAS environments. No more silos of storage in your data center.

Built in Business Continuity

Integrated snapshot and remote replication functionality shrink backup windows down to next to nothing and eliminates the need for backup software. Our thin replication

feature only transmits changed data to reduce the burden on the WAN as well, saving even more.

Storage Simplified

Tegile's arrays are dramatically easier to manage than legacy systems. Application optimized templates accelerate the provisioning process and implement best practices in a single mouse click. Backup and replication are built in – no complex back-end software to manage. Best yet – all of our software is included in a single license.

Purpose Built for Virtualization

One-click virtual machine optimized storage creation can deploy hundreds of virtual machines and desktops in minutes, not hours. Built-in backup and data replication via unlimited snapshots, cloning, and instantaneous restores keeps virtual machines and desktops protected.

About Tegile Systems, Inc.

Tegile is pioneering a new generation of affordable feature-rich storage arrays that are up to 7X faster and require up to 75% less capacity than standard arrays. IT departments use these Zebi arrays to reduce the cost and increase the performance of demanding virtualization, file share and database applications.

Specifications

Zebi Model	Dual Controller Arrays				Expansion Arrays			
	HA2100	HA2100EP	HA2400	HA2800	J1100	J2100	J2400	J2800
Platform Configuration								
Processor	2 x Xeon E5620	4 x Xeon E5620	4 x Xeon E5620	4 x Xeon E5620	-	-	-	-
DRAM Memory	48 GB	96 GB	96GB	192 GB	-	-	-	-
Flash Memory	600 GB	1,200 GB	2,000 GB	4400 GB	600 GB	600 GB	1,200GB	
Storage Capacity								
Raw Capacity	22 TB	16 TB	12 TB	3.5 TB	18 TB	26 TB	18 TB	72 TB
Typical Usable Capacity with Compression only [1]	2X	2X	2X	2X	2X	2X	2X	2X
Typical Usable Capacity with Compression & De-duplication [2]	3-5X	3-5X	3-5X	3-5X	3-5X	3-5X	3-5X	3-5X
Physical								
Form Factor (Rack Units)	3U	3U	2U	2U	2U	3U	2U	4U
Weight (Lbs)	102	102	92	80	70	96	47	105
Power (W)	535	670	475	350	170	235	107	750
Network Connections								
1 Gbps Ethernet Ports	12	12	12	12	-	-	-	-
1 Gbps IP-KVM Lights-out Management Port	2	2	2	2	-	-	-	-
Optional Connectivity	Dual-port 4/8 GB Fibre Channel, Dual-port 10 GbE Copper/Fiber, Quad-port 1 Gbps Ethernet .							
Protocols Included	SAN Protocol support (iSCSI, Fibre Channel), NAS Protocol support (NFS, CIFS).							
Data Services Included	De-Duplication, Compression, Thin Provisioning, Snapshots, Remote Replication, Application Profiles.							
Management	Browser + SSH + IP-KVM							
Redundancy	No Single Point of Failure, Active-Active High Availability Architecture.							
Standard Warranty	90 Days: 24x7 support via phone and email. Next business day hardware replacement parts. Free software updates.							
Optional Warranties	1, 3 or 5 years: 24x7 support by phone and email. Next business day hardware replacement parts. Free software updates. On Site Gold Level Support: 4 hour on-site support with optional on-site hardware kit. On Site Silver Level Support: Next business day on-site technical support.							
	[Note 1] Measured with real customer data in typical deployments – average savings 50%. [Note 2] De-duplication savings vary significantly with type of data. Real customer savings vary from 20% – 75%. On average, 50%.All specifications may change without notice.							

All specifications may change without notice. The words Tegile and Zebi are trademarks of Tegile Systems, Inc. All other marks belong to their respective owners.



Tegile Systems, Inc.
 Web: tegile.com
 Tel.: (855) 483-4453

TARGUS WARRANTY

Repairs and Parts

To make a warranty claim or request a missing or damaged part for product purchased in the United States, please visit the following website to submit your request and a customer service representative will get back to you shortly.

http://targus.custhelp.com/app/utils/login_form/redirect/ask/session/L3RpbWUvMTM2NjY0NTkxMS9zaWQvdEtTQ3Rtb2w=

International customers please contact the Targus office closest to you. To find the closest office please visit www.targus.com.

Additional Support

For technical support or additional assistance with your product, please visit our online support site at www.targus.com/us/support or call our customer support team at 1-877-482-7487.

Product Registration

Please register your product using our online registration form at:

http://www.targus.com/us/customer_registration.aspx

LIMITED LIFETIME WARRANTY ON NOTEBOOK CASES:

Targus warrants to the original purchaser of notebook cases that such products are free from defects in materials and workmanship for as long as the original purchaser owns the product. This warranty does not cover accidental damage, misuse, improper care or alteration, or acts of God, such as floods and earthquakes. Coverage terminates when the original purchaser sells or otherwise transfers the product. To report a warranty defect, please contact customer support through the [Ask a Question](#) tab located in our FAQ Knowledge Base. International customers should please contact the [Targus office closest to you](#). Please include your telephone number so that we may contact you. If, after inspection, we find that the product is defective in materials or workmanship and otherwise meets the terms of the applicable warranty, we will at no charge to you repair or replace the product at our discretion. You are responsible for shipping costs to Targus but there is no charge for the inspection or the return postage. This warranty excludes claims for incidental or consequential damages in connection with the warranty defect. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state or country to country.

LIMITED WARRANTY ON ALL OTHER PRODUCTS:

Targus warrants to the original purchaser of all other Targus products that such products are free from defects in materials and workmanship for a period of time equal to the shorter of (i) the period of time in which the original purchaser owns the product, and (ii) the following, as applicable:

- (a) For Targus docking stations and Targus CD/DVD carrying cases, three (3) years from the date of original purchase;
- (b) For Targus power adapter products, two (2) years from the date of original purchase; and

(c) For Targus tablet, e-Reader and smartphone cases and all other Targus accessories, one (1) year from the date of original purchase.

This warranty does not cover accidental damage, misuse, improper care or alteration, or acts of God, such as floods and earthquakes.

This warranty is applicable for the time indicated on the packaging and/or the regional Targus web site where that product is sold. Coverage terminates when the original purchaser sells or otherwise transfers the product. To report a warranty defect, please contact customer support prior to the expiration or termination of the applicable warranty period through the [Ask a Question](#) tab located in our FAQ Knowledge Base. International customers should contact the [Targus office closest to you](#). Please include your telephone number so that we may contact you. If, after inspection, we find that the product is defective in materials or workmanship and meets the terms of the “applicable warranty”, we will at no charge to you repair or replace the product at our discretion. You are responsible for shipping costs to Targus but there is no charge for the inspection or the return postage. This warranty excludes claims for incidental or consequential damages in connection with the warranty defect. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state or country to country.

Please Note: Features and specifications of all Targus products are subject to change without notification.

CISCO WARRANTY

Cisco 90-Day Limited Hardware Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

Duration of Hardware Warranty: Ninety (90) Days

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

<http://www.cisco.com/go/warranty>

LENOVO WARRANTY



LENOVO® WARRANTY SERVICES PROTECT YOUR INVESTMENT

Lenovo's comprehensive end-to-end portfolio includes flexible Warranty Service options to meet the variable support needs across your organization. We provide fixed-term, fixed-cost service solutions that allow you to accurately budget for equipment expenses and match refresh cycles and critical support needs. Lenovo offers a worldwide single source solution that helps you realize your objectives for cost efficiency, improved service levels and end-user productivity and satisfaction, wherever you are.

Lenovo's award-winning Warranty Service is provided by Lenovo-trained technicians, using Lenovo Qualified parts, giving your organization the high standards of quality and customer care you've come to expect from Lenovo. You get the peace of mind to know your assets are protected, and your IT staff the freedom to focus on critical business objectives.

WARRANTY EXTENSIONS AND UPGRADES

Lenovo® offers a wide range of warranty options for your Think, Idea and Lenovo branded systems, dependent on the machine type and base warranty. These options can be selected at the time of purchase or within the term of initial base warranty coverage.

- **Warranty Extensions** are available for periods of up to five years (depending on your system) giving you a fixed-term, fixed-cost service solution that enables you to accurately budget for equipment expenses
- **Warranty Upgrades** allow you to vary response time and level of service to match your critical support needs

Depending on the initial base warranty of the system, service plans are available with the following standard service levels:

SERVICE OFFERING	DESCRIPTION
Carry-in or Mail-in Service ¹	Parts and labor repair coverage where the customer is responsible for shipping (including packaging) or delivery to authorized warranty provider or repair center.
Depot or Courier Service	Parts and labor repair coverage where shipping (including packaging) or delivery to the repair center is paid for by Lenovo.
Onsite/In-Home Service ²	Parts and labor repair coverage where labor is provided onsite at your place of business. <ul style="list-style-type: none"> • If Lenovo determines your product problem is covered by the product warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive onsite, typically the next day. Onsite + Tech Install of CRUs (Customer Replaceable Unit Parts) broadens your coverage to include onsite technician installation of CRU parts.
International Warranty Service (IWS) ³	PC repair coverage for customers who require a critical warranty repair while travelling internationally www.lenovo.com/internationalwarranty

Additional Service level upgrades may be available in specific countries for a given Lenovo system. Special arrangements are possible upon request.

BENEFITS

- Lenovo's flexible warranty options are designed to fit the varying needs within an organization
- Match service coverage duration with the expected lifecycle of your PCs
- Minimize unplanned operating and maintenance expenses
- Increase uptime and productivity for you, your business or end-users
- Consistent service levels for multi-national organizations, in-region and local-language support
- Convenient onsite or next business day service options
- Lenovo's tech support has been recognized around the globe as consistently best-in-class from industry sources like TBR, Laptop Magazine, PC Magazine and IDC Dataquest
- Exceptional machines deserve exceptional service and only Lenovo backs them up with award-winning capabilities and Lenovo-certified technicians.

Lenovo Warranty Service is part of a comprehensive portfolio of Lenovo's award-winning services that support the entire lifecycle of your PCs. For more information on this, or other service offerings, please call 1-866-968-4465 or visit: www.lenovo.com/warranty/US

Lenovo Services.

(1) Carry-in or mail in service may not be available in all regions. (2) Service is available during Lenovo's normal in-country business hours. Calls received after 4:00pm local time will require an additional business day for service dispatch. On-site service is available in metropolitan areas only. Next day Service is not guaranteed. (3) International Warranty Service is available, but regional differences in service level may apply. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com. The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, ThinkPad, For Those Who Do and ThinkPlus. Other company, product and service name may be trademarks or service marks of others. ©2012 Lenovo. All rights reserved.

LG WARRANTY



LG COMMERCIAL DISPLAY SUPPORT

ONE CALL ANSWERS ALL

- 1.888.865.3026 is for both In-Warranty or Out-of-Warranty service inquiry.
- Service Requests
- Service Status Inquiries
- Exchange unit status
- Product Information
- Part Assistance

WE'RE HERE TO HELP

888.865.3026

Service: Option 1, then 1
Tech Support: Option 1, then 2

8am-6pm, Central Time
Monday-Friday

SERVICE PROCEDURE

1. PROVIDE INFO TO LG

Please have the following information available when you call:

- Model Number (full svc code)
- Serial Number
- Location of Unit
- Purchase Date
- NOTE: Proof of Purchase may be required for service at LG's discretion
- Description of Problem
- Contact Name, Phone Number & Email
- Property code (MARSHA, etc.) if applicable

2. CASE NUMBER

- Case number will be provided
- NOTE: All case numbers should be retained for future reference

3. SERVICE

- A Trained Technician will be assigned to provide the warranty service
- Service Technician contact information will be provided (if available)
- NOTE: All "Mounted" Units must be taken down prior to the service appointment

4. 1ST APPOINTMENT

- Most Service appointments are provided on site within 3 business days

5. ESCALATION / PROPERTY-WIDE SERVICE

- Multiple Quantities
- Property-wide symptoms
- Assigned Engineer will offer investigation and resolution on site or on phone
- Multiple levels of engineering assistance could be utilized (Regional, Factory, HQ)

COMMERCIAL DISPLAY SERVICE CHECKLIST

To expedite your service, the following checklist will be beneficial to the service technician arriving to repair your product:

- Have Accessible Power Outlet
- Have Accessible Signal Feed
- Have a Clean, Lighted Work Space
- Have Units Removed From Mounts (Wall, Security, etc.)
- Have Symptom marked on unit (Post-It Note)
- Have applicable accessories nearby (If Symptomatic)

30 DAY RETURN PROCEDURE

CONCEALED DAMAGE (SALES):

Product that is damaged but unseen from the outside of the carton, contact our Product Support Line at 888-865-3026. Concealed damaged must be reported within 30 days of date received. Visible damage should be refused and not accepted at time of delivery.

DOA POLICY (SALES):

Out of box DOA (DEAD ON ARRIVAL) are now eligible for exchange within 30 days of date received. Contact our Product Support Line at 888-865-3026 to schedule for repair. If unit has been installed and then fails within the 30 days unit must be called into our Product Support line and arranged for service. Also all DOA product must be returned in original packaging.

RA PROCEDURE (SALES):

Within 5 business days of contacting the department an RA will be issued to the location of the defective product. replacement will be shipped once the Dealer/Reseller has signed off on the RA authorizing sales to send out a replacement. The replacement will be billed to the Dealer/Reseller. When the defective product is returned a credit will be issued to the Dealer/Reseller.

Commercial Support Contact Points		
Contact Information		Items Supported
Commercial Product Support Help Desk	office: (888) 865-3026	<ul style="list-style-type: none"> • Lodging, Healthcare, Education, • System Integrators & Digital Display
Mitzi Smith Assistant Manager	mitzi.smith@lge.com office: (256) 542-2783	<ul style="list-style-type: none"> • 1st Escalation Point for Service Inquiries
Larry Fullone Technical Assistance Center Senior Engineer	larry.fullone@lge.com office: (256) 774-4167	<ul style="list-style-type: none"> • 1st Escalation Point for Technical Inquiries • Property-wide Service Inquires • Engineering Investigation Assistance • Technical Product Knowledge
Chris Tierney Field Service Director	chris.tierney@lge.com office: (256) 774-4149	<ul style="list-style-type: none"> • Final Escalation Point
Commercial Sales DOA Contact Points		
Contact Information		Items Supported
Team supported email office	Commercial.rma@lge.com	<ul style="list-style-type: none"> • LG Accessory Returns • 30 day DOA Returns • Damaged Returns



**LG Electronics, Inc.
Display Limited Warranty - USA**

Your LG Display will be repaired or replaced in accordance with the terms of this warranty, at LGE's option, if it proves to be defective in material or workmanship under normal use, during the warranty period ("Warranty Period") listed below, effective from the date ("Date of Purchase") of original consumer purchase of the product. This warranty is good only to the original purchaser of the product and effective only when used in the United States, excluding U.S. Territories.

WARRANTY PERIOD	HOW SERVICE IS HANDLED
<p>LABOR and PARTS: 2 YEARS from the Date of Purchase. Your unit will be repaired or replaced with a new, substitute model or factory reconditioned unit, at LGE's option. If repaired, parts used in the repair may be new or remanufactured. Replacement Units and Repair Parts are warranted for the remaining portion of the original unit's warranty period.</p> <p>EFFECTIVE DATE OF WARRANTY: Your warranty period begins on the date of sale to the original consumer/end user. KEEP THE DEALER'S DATED BILL OF SALE as evidence of the purchase date. You will be required to submit a legible copy of your bill of sale when requesting warranty service.</p>	<p>Please retain dealer's dated bill of sale or delivery ticket as evidence of the Date of Purchase for proof of warranty, and submit a copy of the bill of sale to the service person at the time warranty service is provided.</p> <p>COMMERCIAL USER Please call 888-865-3026 (Staffed during these times Mon-Fri 8am-6pm, CST) for instructions on getting the defective unit repaired or replaced. For additional support, visit our website at: www.lg.com</p>

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS U.S. DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST OR CORRUPTED PROGRAMMING OR DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

CONCERNING PIXEL FUNCTIONALITY: Your display contains about one million of individual pixels. Your display typically contain a small number of pixels that do not function normally. Your display has been inspected and is in compliance with manufacturer's specifications, indicating that any pixel defects do not effect the operation or use of your display.

IMPORTANT: Please fill out and mail in your Product Registration Card or go to **www.lg.com /** to register your product online. This information will allow us to reach you promptly should we discover a safety or reliability problem that could affect you.

THIS LIMITED WARRANTY DOES NOT APPLY TO:

<ul style="list-style-type: none"> ● damage caused in shipping or transit ● service required as a result of improper installation, including incorrect or insufficient AC supply (please consult the owner's manual for power supply requirements). ● installation or repair of antenna systems, cable converters, cable company supplied equipment, or other components in a video system ● set-up or adjustment on consumer controls, or damage caused by improper adjustments ● damage caused by other system components ● any panel that has been modified or incorporated into any other product ● replacement of batteries on the remote control. ● damage (including cosmetic damage), failure, 	<p>loss or personal injury due to misuse, abuse, negligence, improper maintenance or storage, or to acts of nature or other causes beyond our control. (Causes beyond our control include but are not limited to lightning strike, power surges, power outages and water damage.)</p> <ul style="list-style-type: none"> ● image burn-in ● repair or replacement of warranted parts by other than an LGE authorized service centers. ● units purchased or serviced outside of the coverage area. ● product where the original factory serial numbers have been removed, defaced or changed in any way. ● product sold and labeled as "as is, where is" or similar disclaimer.
--	--

The cost of repair or replacement under these excluded circumstances shall be borne by the consumer.

CUSTOMER INTERACTIVE CENTER NUMBERS:

<p>To obtain Customer Assistance, Product Information, or Dealer or Authorized Service Center location:</p>	<p>COMMERCIAL USER Please call 888-865-3026 (Staffed during these times Mon-Fri 8am-6pm, CST) for instructions on getting the defective unit repaired or replaced. For additional support, visit our website at: www.lg.com</p>
--	--

BEFORE CALLING FOR SERVICE:

- **Please check your operating guide – you may avoid a service call.**
 For warranty service information, please contact the LGE Commercial Display Help Desk telephone number.
- When calling for service, **Please have your product model number, serial number and the date of purchase or the date of original installation available.**
- If a replacement unit is required, under some circumstances you may be asked to provide a reserve deposit to the LGE Service Center against a credit card number as surety for advanced shipment. Your credit card will not be charged if you return the defective unit within 10 working days.
- If a replacement unit is received, please use the carton and packaging from that unit in returning the defective unit to the LGE Brand Service Center.
- Parts and service in accordance with the LGE warranty are our responsibility and will be provided without charge. Other service requirements will be at the owner's expense. If you have problems in obtaining satisfactory warranty service, write or call the LGE Customer Interactive Center. Service may be provided by independently owned and operated service organizations.
- To assure proper credit and avoid unnecessary charges, you must obtain an LGE Return Authorization before returning any product to the LGE Service Center. Contact the LGE Commercial Display Help Desk for details.

TO CONTACT THE LGE CUSTOMER SERVICE CENTER BY MAIL:

LGE Customer Interactive Center
 P.O. Box 240007
 201 James Record Road
 Huntsville, Alabama 35824
 ATTN: B2B



**Electronics, Inc. LG Electronics, Inc.
Display Limited Warranty – Canada**

Your LG Display will be repaired or replaced in accordance with the terms of this warranty, at LGE's option, if it proves to be defective in material or workmanship under normal use, during the warranty period ("Warranty Period") listed below, effective from the date ("Date of Purchase") of original consumer purchase of the product. This warranty is good only to the original purchaser of the product and effective only when used in Canada , Excluding USA

WARRANTY PERIOD	HOW SERVICE IS HANDLED
<p>LABOR and PARTS: 2 YEARS from the Date of Purchase. Your unit will be repaired or replaced with a new, substitute model or factory reconditioned unit, at LGE's option. If repaired, parts used in the repair may be new or remanufactured. Replacement Units and Repair Parts are warranted for the remaining portion of the original unit's warranty period</p> <p>EFFECTIVE DATE OF WARRANTY: Your warranty period begins on the date of sale to the original consumer/end user. KEEP THE DEALER'S DATED BILL OF SALE OR PROOF OF DELIVERY as evidence of the purchase date. You will be required to submit a legible copy of your bill of sale or proof of delivery when requesting warranty service.</p>	<p>Please retain dealer's dated bill of sale or delivery ticket as evidence of the Date of Purchase for proof of warranty, and submit a copy of the bill of sale to the service person at the time warranty service is provided.</p> <p>Please call 1888-542 2623 (Staffed during these times Mon-Fri. 8:00 AM – 5:00 PM Eastern Standard time) for instructions on getting the defective unit repaired or replaced , visit our website at www.lg.com</p>

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS U.S. DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST OR CORRUPTED PROGRAMMING OR DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

CONCERNING PIXEL FUNCTIONALITY: Your display contains about one million of individual pixels. Your display typically contain a small number of pixels that do not function normally. Your display has been inspected and is in compliance with manufacturer's specifications, indicating that any pixel defects do not effect the operation or use of your display.

IMPORTANT: Please fill out and mail in your Product Registration Card or go to **www.lg.com** to register your product online. This information will allow us to reach you promptly should we discover a safety or reliability problem that could affect you.

THIS LIMITED WARRANTY DOES NOT APPLY TO:

<ul style="list-style-type: none"> ● damage caused in shipping or transit ● service required as a result of improper installation, including incorrect or insufficient AC supply (please consult the owner's manual for power supply requirements). ● installation or repair of antenna systems, cable converters, cable company supplied equipment, or other components in a video system ● set-up or adjustment on consumer controls, or damage caused by improper adjustments ● damage caused by other system components ● any panel that has been modified or incorporated into any other product ● replacement of batteries on the remote control. ● damage (including cosmetic damage), failure, 	<p>loss or personal injury due to misuse, abuse, negligence, improper maintenance or storage, or to acts of nature or other causes beyond our control. (Causes beyond our control include but are not limited to lightning strike, power surges, power outages and water damage.)</p> <ul style="list-style-type: none"> ● image burn-in ● repair or replacement of warranted parts by other than an LGE authorized service centers. ● units purchased or serviced outside of the coverage area. ● product where the original factory serial numbers have been removed, defaced or changed in any way. ● product sold and labeled as "as is, where is" or similar disclaimer.
--	--

The cost of repair or replacement under these excluded circumstances shall be borne by the consumer.

CUSTOMER INTERACTIVE CENTER NUMBERS:

<p>To obtain Customer Assistance, Product Information, or Dealer or Authorized Service Center location:</p>	<p>Please call 1888-542 2623 (Staffed during these times Mon-Fri. 8:00 AM -5:00 PM Eastern Standard time) for instructions on getting the defective unit repaired or replaced , visit our website at www.lg.com</p>
--	---

BEFORE CALLING FOR SERVICE:

- Please check your operating guide – you may avoid a service call.
For warranty service information, please contact the LGE Customer Interactive Center telephone number.
- When calling for service, Please have your product model number, serial number and the date of purchase or the date of original installation available.
- If a replacement unit is required, under some circumstances you may be asked to provide a reserve deposit to the LGE Service Center against a credit card number as surety for advanced shipment.
Your credit card will not be charged if you return the defective unit within 10 working days.
- If a replacement unit is received, please use the carton and packaging from that unit in returning the defective unit to the LGE Brand Service Center.
- Parts and service in accordance with the LGE warranty are our responsibility and will be provided without charge. Other service requirements will be at the owner's expense. If you have problems in obtaining satisfactory warranty service, write or call the LGE Customer Interactive Center. Service may be provided by independently owned and operated service organizations.
- To assure proper credit and avoid unnecessary charges, you must obtain an LGE Return Authorization before returning any product to the LGE Service Center. Contact the Customer Interactive Center for details.

TO CONTACT THE LGE CUSTOMER SERVICE CENTER BY MAIL:

LG Electronics Canada Inc
 20 Norelco Drive
 North York, Ontario
 M9L 2X6

ATTN: CIC



LG Electronics, Inc.
Garantie limitée des écrans – Canada

Votre écran LG sera réparé ou remplacé, conformément aux termes de cette garantie, à la discrétion de LGE, si elle montre un défaut de matériau ou de fabrication sous une utilisation normale, au cours de la période de garantie (« Période de garantie ») énumérés ci-dessous, à partir de la date (« date d'achat ») original de l'achat original du produit. Cette garantie n'est valable que pour l'acheteur original du produit et effectif que lorsqu'il est utilisé dans le Canada, l'exclusion des É.-U.

PÉRIODE DE GARANTIE	COMMENT FONCTIONNE LE SERVICE
<p>PIECES et MAIN D'OEUVRE: 2 ANS de la date d'achat. Votre appareil sera réparé ou remplacé par un nouveau modèle de substitution ou d'une unité reconditionnée, à la discrétion de LGE. Si réparé, des pièces utilisées dans la réparation peuvent être neufs ou remis à neuf.</p> <p>Les unités de rechange et les pièces de réparation sont garanties pour la partie restante de la garantie de l'unité d'origine période.</p> <p>DATE EN VIGUEUR DE LA GARANTIE: Votre période de garantie commence à la date de la vente à l'origine du consommateur / utilisateur final. GARDER LA FACTURE DE VENTE OU LA PREUVE DE LIVRAISON comme une preuve de la date d'achat. Vous serez tenus de présenter une copie lisible de votre facture de vente ou une preuve de livraison lors de la demande de service sous garantie.</p>	<p>S'il vous plaît garder la facture datée du concessionnaire de vente ou le billet de livraison comme preuve de la date d'achat pour la preuve de la garantie, et de soumettre une copie de la facture de vente à la personne qui fourni le service de garantie.</p> <p>S'il vous plaît appeler le 1888-542 2623 (Ouvert du lundi au vendredi. 8 :00 à 17 :00 HNE) pour obtenir les instructions pour avoir votre appareil défectueux réparé ou remplacé, visitez notre site web à www.lge.com</p>

CETTE GARANTIE EST EN LIEU ET PLACE DE TOUTE AUTRE GARANTIE, EXPRESSE OU IMPLICITE, Y COMPRIS, SANS LIMITATION, TOUTE GARANTIE DE COMMERCIALISATION OU DE CONVENANCE À UN USAGE PARTICULIER. À LA MESURE DE TOUTE GARANTIE IMPLICITE EST REQUISE PAR LA LOI, IL EST LIMITÉE DANS LA DURÉE DE LA PÉRIODE DE GARANTIE CI-DESSUS. NI LE FABRICANT NI LES DISTRIBUTEUR CANADIENS DEVRONT ETRE TENUS RESPONSABLES DE TOUT DOMMAGE, DOMMAGES INDIRECTS, SPÉCIAUX OU PUNITIFS DE QUELQUE NATURE QUE CE, Y COMPRIS, SANS LIMITATION, LA PERTE DE PROFITS, OU DE LA CORRUPTION DE PROGRAMMATION PERDU OU DE DONNEES OU DE TOUT AUTRE DOMMAGE QUE CE SOIT SUR LA BASE D'UN CONTRAT, UN PREJUDICE OU AUTRE. Certaines provinces ne permettent pas l'exclusion ou la limitation des dommages directs ou indirects ou les limitations sur la façon dont la durée des garanties implicite, l'exclusion ou la limitation susmentionnée peut ne pas s'appliquer à vous. Cette garantie donne des droits légaux spécifiques et vous pouvez également avoir d'autres droits qui varient de provinces à provinces.

CONCERNANT LA FONCTIONNALITE DE PIXELS: Votre écran contient environ un million de pixels individuels. Votre affichage contient généralement un petit nombre de pixels qui ne fonctionnent pas normalement. Votre affichage a été inspectés et est en conformité avec les spécifications du fabricant, indiquant que tous les défauts de pixels ne sont pas effectuer l'opération ou de l'utilisation de votre écran

IMPORTANT: S'il vous plaît remplir et poster votre carte d'enregistrement du produit ou aller à www.lge.com pour enregistrer votre produit en ligne. Cette information nous permettra de vous joindre rapidement en cas, nous découvrons un problème de sécurité ou de fiabilité qui pourrait vous affecter.

CETTE GARANTIE LIMITÉE NE S'APPLIQUE PAS AUX:

<ul style="list-style-type: none"> ● dommages causés dans le transport ● service requis à la suite d'une mauvaise installation, y comprenant une alimentation AC incorrecte ou insuffisante (veuillez consulter le manuel du propriétaire pour les besoins d'alimentation) ● installation ou la réparation de systèmes d'antennes, convertisseurs câbles, matériel fourni par les câblodistributeurs, ou d'autre composants dans un system de vidéo ● configuration ou de réglage sur les contrôles de consommation, ou dommages causés par des ajustements inappropriés ● dommages causés par les autres composants du système. ● tout panneau qui a été modifié ou incorpore dans n'importe quel autre produit ● remplacement de piles de la télécommande ● dommages (y compris les dommages cosmétiques), l'échec, perte ou blessure due à une 	<p>mauvaise utilisation, abus, négligence, mauvais entretien ou de stockage, ou à des actes de nature ou d'autres causes indépendantes de notre volonté. (Causes hors de notre contrôle comprennent, mais ne se limitent pas à la foudre des pannes électriques, grève, les surtensions, les dommages d'eau.)</p> <ul style="list-style-type: none"> ● image brûlée ● réparation ou le remplacement des pieces garanties par quiconque autre qu'un centre de service autorises LGE. ● unités achetées ou réparées à l'extérieur de la zone de couverture ● produit ou les numéros de série d'origine ont été enlevés, effacés ou modifiés de quelque façon. ● produit vendu et étiqueté comme tel quel, ou est ou d'une renonciation similaire.
---	--

Le coût de la réparation ou le remplacement en vertu de ces circonstances exclues est à supportée par le consommateur.

NUMEROS DU CENTRE INTERACTIF DES CLIENTS:

<p>Pour obtenir de l'aide à la clientèle, information sur le produit, ou le concessionnaire, ou la location du centre de service autorisé</p>	<p>S'il vous plaît appeler le 1888-542 2623 (Ouvert du lundi au vendredi. 8 :00 à 17 :00 HNE) pour obtenir les instructions pour avoir votre appareil défectueux réparé ou remplacé, visitez notre site web à www.lge.com</p>
---	---

AVANT D'APPELER LE SERVICE:

- S'il vous plaît consulter votre guide de fonctionnement Vous pouvez éviter un appel de service. Pour plus d'informations du service de garantie, s'il vous plaît contacter le centre interactif à la clientèle LG.
- Lors de l'appel pour le service, S'il vous plaît avoir votre numéro de modèle du produit, numéro de série et la date d'achat ou de la date d'installation d'origine disponibles.
- Si une unité de remplacement est nécessaire, dans certaines circonstances vous pouvez être demandé de fournir un dépôt au centre de service LGE avec un numéro de carte de crédit pour un échange avancée. Votre carte de crédit ne sera pas facturée si vous retournez l'appareil défectueux dans les 10 jours ouvrables.
- Si une unité de remplacement est reçu, s'il vous plaît utiliser le carton et l'emballage de cette unité pour le retour de l'appareil défectueux au centre de service LGE.
- Les pièces et services, conformément à la garantie LGE sont de notre responsabilité et seront fournis sans frais. Autres exigences du service sera à la charge du propriétaire. Si vous avez des problèmes pour obtenir un service de garantie satisfaisant, s.v.p. écrire ou téléphoner au centre interactif à la clientèle LGE. Service peut être fourni par des organisations de services indépendant et autonome.
- Afin d'assurer le crédit approprié et éviter des frais inutiles, vous devez obtenir une autorisation de retour LGE avant de retourner tout produit au centre de service LGE. Contactez le Centre interactif à la clientèle pour plus de détails.

POUR CONTACTER LE CENTRE INTERACTIF A LA CLIENTELE PAR POSTE:

LG Electronics Canada Inc
 20 Norelco Drive
 North York, Ontario
 M9L 2X6
 ATTN: CIC

P/NO : 3840VA0042K (1209-REV02)
 Printed in Korea

LG ELECTRONICS USA and CANADA LG LCD/LED MONITOR LIMITED WARRANTY

This warranty is extended only to the original purchaser when said product is purchased from an LG Authorized Dealer and is non transferable. Valid only when product is used in the U.S, including Alaska, Hawaii, US. Territories and all Canadian Provinces.

At our option, LG Electronics will repair or replace, product which proves to be defective in materials or workmanship under normal use during the warranty period listed below.

Warranty Period (Warranty begins from the date of purchase)				How service is handled
Labor	Parts	Back Light	Controller	In the US please call (888) 865-3026 or CANADA (888) 542-2623 for instructions on getting the defective unit repaired or replaced.
3 Years	3 Years	3 Years	1 Year	
Replacement units and repair parts may be new or factory remanufactured and are warranted for the remaining portion of the original units warranty period.				1. Retain a copy of your of your receipt to validate warranty with your servicer and LG Electronics. 2. Have your model and serial number available.

At LG Electronics sole discretion, the following resolution options, depending on product size and availabilities have been established.

- On-site repair – LG will schedule a repair for you with an Authorized Service Center for in-home service.
- Ship-In Repair or Replacement – Ship unit in to LG Electronics repair facility to be repaired and returned to you or to be replaced with a factory reconditioned unit.
- Advance Replacement – LG will ship a factory reconditioned unit to you.

-In order to process the Advanced Replacement LG requires a credit card authorization, as security for the retail price of the replacement unit plus shipping and handling. Your card will not be charged unless the defective unit is not returned within 21 days from receipt of your replacement unit. If you are unable to provide credit card authorization, this Advanced Replacement Process will not be available to you.

*All freight paid by LG Electronics while under 3 years warranty.

**Please retain your box to return the unit for repair or replacement.

Visit us at WWW.lg.com for more information.

***This limited warranty shall be valid from March 1, 2013 and shall apply to Products sold after that date. LGE holds the right to amend the provisions, clauses, or applications of this limited warranty from time to time without notice, however such changes would not be retrospective.

No other express warranty is applicable to this product.

THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY HEREIN. LG ELECTRONICS SHALL NOT BE LIABLE FOR THE LOSS OF THE USE OF THE PRODUCT, INCONVENIENCE, LOSS OR ANY OTHER DAMAGE, DIRECT OR CONSEQUENTIAL, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THIS PRODUCT OR FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY APPLICABLE TO THIS PRODUCT.

LG ELECTRONICS SHALL NOT BE LIABLE FOR THE LOSS OR DESTRUCTION OF DATA OR MEDIA RESULTING FROM THE USE OR SERVICE OF THIS PRODUCT, WHETHER DUE TO VIRUS ISSUES OR OTHERWISE, OR ANY FAILURE TO SECURE ALL PROGRAMS AND DATA CONTAINED IN OR AFFECTED BY THE PRODUCT OR TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

LIMITATIONS AND EXCLUSIONS

LG Electronics does not warrant uninterrupted or error-free operation of the product. Product performance is affected by system configuration, software, applications, your data and operator control of the system, among other factors. Though the product is considered to be compatible with many systems, it is your responsibility to determine compatibility and integration with other products or systems.

This limited warranty applies only to hardware products manufactured by or for LG that can be identified by the "LG" trademark, trade name or logo affixed to them. It does not apply to non-LG hardware products or any software, even if packaged or sold with LG hardware.

Manufacturers, suppliers or publishers, other than LG, may provide their own warranties to you, but LG, to the extent permitted by law, provides such third-party products "AS IS". If applicable, software distributed by LG with or without the LG brand name (including but not limited to system software) is not covered under this limited warranty. Please refer to any licensing agreement accompanying the software for details of any purchaser rights with respect to its use.

This limited warranty covers manufacturing defects in materials and workmanship encountered in normal, reasonable, and except to the extent otherwise expressly provided for in this statement, use of this product, and shall not apply to the following type of exclusions:

- Damage caused in shipping or transit
- Service required as a result of improper installation, including incorrect or insufficient AC supply (please consult the owner's manual for power supply requirements.)
- Installation or repair of antenna systems, cable converters, cable company supplied equipment in a video system.
- Set-up or adjustment on consumer controls or damage caused by improper adjustments.
- Damage cause by other system components.
- Any unit that has been modified or incorporated into any other product.
- Replacement of batteries on the remote control.
- Damage (including cosmetic damage), failure, loss or personal injury due to misuse, abuse, negligence, improper maintenance or storage, or to acts of nature other causes beyond our control. (Causes beyond our control include, but are not limited to, lighting strike, power surges, power outages and water damage.)
- Repair or replacement of warranted parts by other than an LG authorized service center.
- Units purchase or serviced outside the US and Canada.
- Units with altered or absent serial numbers.
- Product labeled and sold in "As Is" condition or sold with a similar disclaimer.
- Burned-in images resulting from display of an image over an extended period of time.
- Minor imperfections within design specifications that do not materially alter or affect functionality.

LG Electronics Contacts:

US (888) 865-3026
Canada (888) 542-2623
WWW.lg.com

LG ELECTRONICS É.-U. et CANADA GARANTIE LIMITÉE POUR LES MONITEURS ACL/DEL LG

Cette garantie n'est offerte qu'à l'acheteur d'origine quand le produit est acheté d'un revendeur LG agréé, et ne peut pas être transférée. Elle n'est valide qu'aux États-Unis, y compris Alaska, Hawaii et les territoires des É.-U., et que dans toutes les provinces canadiennes.

LG Electronics, à son choix, réparera ou remplacera le produit qui affiche un vice de matière ou de fabrication dans des conditions normales d'utilisation au cours de la période de garantie stipulée ci-après.

Période de garantie (La garantie débute à la date d'achat)				How service is handled
<u>Main-d'oeuvre</u>	<u>Pièces</u>	<u>Rétroéclairage</u>	<u>Contrôleur</u>	Pour obtenir des instructions concernant la réparation ou le remplacement d'un appareil défectueux : faites le (888) 524-2623 au Canada ou le (888) 865-3026 aux États-Unis. 1. Conservez une copie de votre facture pour valider la garantie auprès du fournisseur de service et de LG Electronics. 2. Ayez les numéros de modèle et de série à portée de la main.
3 ans	3 ans	3 ans	1 an	
Les appareils de rechange et les appareils réparés peuvent être neufs ou remis à neuf à l'usine et sont garantis pour le restant de la période de garantie originale de l'appareil.				

Suivent les possibilités de résolution par LG Electronics, à sa discrétion seule, dépendamment de la taille et de la disponibilité des produits.

- Réparation sur place- LG ordonnancera la réparation pour vous auprès d'un centre de service agréé pour un service au foyer.
- Réparation ou remplacement sur renvoi- Expédiez l'appareil au centre de réparation de LG Electronics où il sera réparé ou remplacé par un appareil remis à neuf à l'usine, puis renvoyé.
- Remplacement d'avance- LG vous enverra un appareil remis à neuf à l'usine (sur présentation d'un numéro de carte de crédit comme garantie de renvoi de l'appareil défectueux).
– Dans le cas d'un remplacement d'avance, LG demande une autorisation sur carte de crédit comme forme de garantie pour le prix de détail de l'appareil de rechange et les frais d'expédition et administratifs. Rien ne sera porté à votre carte de crédit en autant que l'appareil défectueux soit retourné dans les 21 jours suivant la réception de l'appareil de rechange. Vous ne pourrez pas profiter du remplacement d'avance si vous ne pouvez pas fournir une autorisation sur carte de crédit.

*Tous les frais de transport sont assurés par LG Electronics au cours de la période de garantie de 3 ans.

**Veuillez conserver la boîte pour renvoyer l'appareil s'il doit être réparé ou remplacé.

Consultez www.lg.com pour obtenir de plus amples renseignements.

***Cette garantie limitée est valide à compter du 1er mars 2013 et s'applique aux produits vendus après cette date. LGE se réserve le droit de modifier les provisions, les clauses ou les applications de cette garantie limitée de temps à autre, sans avis préalable. Ces changements ne seront toutefois pas rétroactifs.

Aucune autre garantie expresse n'est offerte sur ce produit.

LA DURÉE DE TOUTE GARANTIE IMPLICITE, Y COMPRIS LA GARANTIE IMPLICITE DE BONNE VENTE, EST LIMITÉE À LA DURÉE DE LA PRÉSENTE GARANTIE EXPRESSE. LG ELECTRONICS NE PEUT PAS ÊTRE TENUE RESPONSABLE DE LA PERTE D'UTILISATION DU PRODUIT, DES INCONVÉNIENTS, DES PERTES OU DE TOUTE AUTRE DOMMAGE, DIRECT OU FORTUIT QUE CE SOIT SUITE À L'UTILISATION OU À L'IMPOSSIBILITÉ D'UTILISER LE PRODUIT OU POUR TOUT AUTRE BRIS DE GARANTIE EXPRESSE OU IMPLICITE QUE CE SOIT, Y COMPRIS LA GARANTIE IMPLICITE DE BONNE VENTE S'APPLIQUANT À CE PRODUIT.

LG ELECTRONICS NE PEUT PAS ÊTRE TENUE RESPONSABLE DE LA PERTE OU DE LA DESTRUCTION DE DONNÉES OU DE SUPPORTS SUITE À L'UTILISATION OU À LA RÉPARATION DU PRODUIT, QUE CE SOIT DÙ À UN VIRUS OU À TOUTE AUTRE CAUSE, OU À UN MANQUE À PRÉSERVER TOUS LES PROGRAMMES ET TOUTES LES DONNÉES CONTENUES DANS LE PRODUIT OU AFFECTÉES PAR LE PRODUIT, OU À PRÉSERVER LA CONFIDENTIALITÉ DES DONNÉES MÉMORISÉES DANS LE PRODUIT.

LIMITES ET EXCLUSIONS

LG Electronics ne garantit pas le fonctionnement ininterrompu et sans erreur du produit. Le rendement du produit peut être affecté, entre autres, par la configuration du système, les logiciels, les applications, vos données et le contrôle du système par l'opérateur. Bien que le produit soit considéré compatible avec de nombreux systèmes, il vous en revient d'établir sa compatibilité et son intégration avec d'autres produits ou systèmes.

Cette garantie limitée ne s'applique qu'au matériel informatique fabriqué par ou pour LG et qui peut être identifié par la marque, le nom de commerce ou le logo « LG » apposé sur le produit. Elle ne s'applique pas au matériel ou logiciel de marque autre que LG même s'il est emballé ou vendu avec le matériel LG.

Les fabricants, fournisseurs ou éditeurs autres que LG peuvent offrir leur propre garantie mais LG, dans les limites autorisées par la loi, n'offre ces produits de tiers que sous la forme « TEL QUEL ». Le cas échéant, le logiciel distribué par LG portant ou non la marque LG (y compris, sans y être limité, le logiciel du système) n'est pas couvert par cette garantie limitée. Veuillez consulter le contrat de licence fourni avec le logiciel afin de connaître les droits de l'acheteur concernant son utilisation.

Cette garantie limitée couvre les vices de matière et de fabrication en usage raisonnable et normal et tel qu'expressément indiqué autrement dans ce texte, et les cas suivants sont excus de cette garantie.

- Les dommages causés en cours de transport.
- Un service requis suite à une mauvaise installation, y compris une alimentation CA incorrecte ou insuffisante (consultez le manuel de l'utilisateur à cet effet).
- L'installation ou la réparation de systèmes d'antennes, de boîtes de câblodiffusion, ou de l'équipement du fournisseur de services de câblodiffusion dans un système vidéo.
- Le montage ou l'ajustement de commandes grand public ou les dommages causés par de mauvais ajustements.
- Les dommages causés par les composantes d'autres systèmes.
- Tout produit qui a été modifié ou incorporé à un autre produit.
- Le remplacement des piles d'une télécommande.
- Les dommages (y compris les dommages cosmétiques), la panne, la perte ou les blessures causés par une mauvaise utilisation, une utilisation abusive, une négligence, un mauvais entretien ou rangement, ou des cas de force majeure indépendants de notre volonté (dont, sans y être limité, la foudre, les surtensions, les pannes de courant et les dommages par l'eau).
- La réparation ou le remplacement de pièces sous garantie par quiconque d'autre qu'un centre de service agréé LG.
- Les unités achetées ou entretenues à l'extérieur des États-Unis et du Canada.
- Les unités modifiées ou sans numéro de série.
- Les produits étiquetés et vendus « Tel quel » ou vendus avec un désistement semblable.
- Les images rémanentes causées par l'affichage d'une même image pendant une période prolongée.
- Les imperfections mineures qui n'ont aucun effet matériel ou sur le fonctionnement.

Coordonnées pour LG Electronics : É.-U. (888) 865-3026
CANADA (888) 542-2623
www.lg.com

NOVELL EULA

Novell, Inc. EULA

The End User License Agreement (“EULA”) for each Novell Product is delivered with the Product and is also located at www.novell.com/licensing/eula/. Each EULA is created using a standard template so that for different Novell Products the license grant provision of the EULAs may vary but other general provisions remain similar. This Exhibit A shows the standard Novell template for a EULA.

[Product Name]

Novell® Software License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING, DOWNLOADING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND, IF APPLICABLE, RETURN THE ENTIRE UNUSED PACKAGE TO THE RESELLER WITH YOUR RECEIPT FOR A REFUND. THE SOFTWARE MAY NOT BE SOLD, TRANSFERRED, OR FURTHER DISTRIBUTED EXCEPT AS AUTHORIZED BY NOVELL.

This Novell Software License Agreement (“Agreement”) is a legal agreement between You (an entity or a person) and Novell, Inc. (“Novell”). The software product identified in the title of this Agreement for which You have acquired licenses, any media and accompanying documentation (collectively the “Software”) is protected by the copyright laws and treaties of the United States (“U.S.”) and other countries and is subject to the terms of this Agreement. Any update or support release to the Software that You may download or receive that is not accompanied by a license agreement expressly superseding this Agreement is Software and governed by this Agreement. If the Software is an update or support release, then You must have validly licensed the version and quantity of the Software being updated or supported in order to install or use the update or support release.

The Software may include or be bundled with other software programs licensed under different terms and/or licensed by a licensor other than Novell. Use of any software programs accompanied by a separate license agreement is governed by that separate license agreement. Any third party software that may be provided with the Software is included for use at Your option.

LICENSED USE

Commercial Software.

[License Grant specific to product is described here.]

Evaluation Software. If the Software is an evaluation version or is provided to You for evaluation purposes, then Your license to use the Software is limited solely to internal evaluation purposes and in accordance with the terms of the evaluation offering under which You received the Software and expires 90 days from installation (or such other period as may be indicated within the Software). Upon expiration of the evaluation period, You must discontinue use of the Software, return to an original state any actions performed by the Software, and delete the Software entirely from Your system. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time, so You should back up Your system and take other measures to prevent any loss of files or data.

RESTRICTIONS

License Restrictions. Novell reserves all rights not expressly granted to You. The Software is licensed for Your internal use only. You may not (1) reverse engineer, decompile, or disassemble the Software except and only to the extent it is expressly permitted by applicable law; (2) modify, alter, rent, timeshare host or lease the Software or sublicense any of Your rights under this Agreement; or (3) transfer the Software or Your license rights under this Agreement, in whole or in part, without written permission by Novell.

Suite Licenses. If Your license to use the Software is for a suite of products, then for each license only one user may use the products in the suite. The suite license does not allow use of individual products in the suite by multiple users if licensed on a user basis or multiple devices if licensed on a device or server basis.

Upgrade Protection. If You purchased upgrade protection or maintenance under a Novell program for this Software, the upgrade protection or maintenance only entitles You to upgrades of the Software as a whole and does not entitle You to upgrades of any component programs or products bundled with the Software or any individual products included in a suite if the Software is licensed as a suite of products. You may separately purchase upgrade protection for individual components of the Software if permitted by the applicable Novell policies and programs.

Upgrade Software. This section applies to You if You have purchased the Software based upon upgrade pricing. “Original Product” means the product from which You are upgrading. You are authorized to use the Software only if You are the authorized user of the Original Product and You meet the following conditions: (1) You have acquired the right to use the Software solely to replace the Original Product that You acquired legally and that is qualified to be upgraded with the Software under the Novell policies existing at the time You acquired the Software; (2) You installed and used the Original Product in accordance with the terms and conditions of the applicable license agreement; and (3) You will not sell or otherwise transfer possession of the Original Product.

Support. Novell has no obligation to provide support unless You purchase an offering that expressly includes support services. If You make such a purchase and no separate agreement specifically applies to the support services, then the terms of this Agreement will govern the provision of such support services ("Services"). For more information on Novell's current support offerings, see <http://www.novell.com/support>.

OWNERSHIP

No title to or ownership of the Software is transferred to You. Novell and/or its licensors retain all right, title and interest in and to all intellectual property rights in the Software and Services, including any adaptations or copies thereof. You acquire only a conditional license to use the Software.

LIMITED WARRANTY

For ninety (90) days from Your date of purchase, Novell warrants that (1) any media on which the Software is delivered is free from physical defects; and (2) the Software will substantially conform to the documentation accompanying the Software. If the defective items are returned to Novell or if You report the nonconformity to Novell within ninety (90) days from the date of purchase, Novell will at its sole discretion either resolve the nonconformity or refund the license fees You paid for the Software. Any unauthorized use or modification to the Software voids this warranty. **THE FOREGOING WARRANTY IS YOUR SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.** (The foregoing warranty does not apply to Software provided free of charge. SUCH SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND.)

Services. Novell warrants that any Services purchased will be supplied in a professional manner in accordance with generally accepted industry standards. This warranty will be effective for ninety (90) days following delivery of the Services. Upon any breach of this warranty, Novell's only obligation is to either correct the Services so that they comply with this warranty or at its option refund the amount You paid to Novell for the portion of the Services that fail to comply with this warranty. As files may be altered or damaged in the course of Novell providing technical services, You agree to take appropriate measures to isolate and back up Your systems.

THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR DISTRIBUTION WITH ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION, OR CONTROL SYSTEMS, DIRECT LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

THE SOFTWARE IS ONLY COMPATIBLE WITH CERTAIN COMPUTERS AND OPERATING SYSTEMS. THE SOFTWARE IS NOT WARRANTED FOR NON-COMPATIBLE SYSTEMS. Call Novell or Your reseller for information about compatibility.

Non-Novell Products. The Software may include or be bundled with hardware or other software programs or services licensed or sold by an entity other than Novell. **NOVELL DOES NOT WARRANT NON-NOVELL PRODUCTS OR SERVICES. ANY SUCH PRODUCTS OR SERVICES ARE PROVIDED ON AN "AS IS" BASIS. WARRANTY SERVICE IF ANY FOR NON-NOVELL PRODUCTS IS PROVIDED BY THE PRODUCT LICENSOR IN ACCORDANCE WITH THE APPLICABLE LICENSOR WARRANTY.**

EXCEPT AS OTHERWISE RESTRICTED BY LAW, NOVELL DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. NOVELL MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. NOVELL DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL SATISFY YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED. Some jurisdictions do not allow certain disclaimers and limitations of warranties, so portions of the above limitations may not apply to You. This limited warranty gives You specific rights and You may also have other rights which vary by state or jurisdiction.

LIMITATION OF LIABILITY

Consequential Losses. NEITHER NOVELL NOR ANY OF ITS LICENSORS, SUBSIDIARIES, OR EMPLOYEES WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, TORT, ECONOMIC OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Direct Damages. IN NO EVENT WILL NOVELL'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED 1.25 TIMES THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES OUT OF WHICH SUCH CLAIM AROSE (OR \$50 (U.S.) IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE). The above exclusions and limitations will not apply to claims relating to death or personal injury. In those jurisdictions that do not allow the exclusion or limitation of damages, Novell's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.

GENERAL TERMS

Term. This Agreement becomes effective on the date You legally acquire the Software and will automatically terminate if You breach any of its terms. If the Software is provided to You on a subscription basis, then Your right to possess or use the Software will terminate at the end of the applicable subscription period. Upon termination of this Agreement or any applicable subscription period, You must destroy the original and all copies of the Software or return them to Novell and delete the Software from Your systems.

VERIFICATION. Licensor has the right to verify Your compliance with this Agreement. You agree to:

- A. Implement internal safeguards to prevent any unauthorized copying, distribution, installation, or use of, or access to, the Software;
- B. Keep records sufficient to certify Your compliance with this Agreement (including its Product Use Rights Appendix), and, upon request of Licensor, provide and certify metrics and/or reports based upon such records and account for both numbers of copies (by product and version) and network architectures as they may reasonably relate to Your licensing and deployment of the Software; and
- C. Allow a Licensor representative or an independent auditor ("Auditor") to inspect and audit Your computers and records, during Your normal business hours, for compliance with the licensing terms for Licensor's software products. Upon Licensor's and Auditor's presentation of their signed written confidentiality statement form to safeguard Your confidential information, You shall fully cooperate with such audit and

provide any necessary assistance and access to records and computers. If an audit reveals that You have or at any time have had unlicensed installation, use of, or access to the Software, Licensor shall provide notice of deficiency and allow Licensee to acquire additional licenses per the terms of a new purchase order.

Benchmark Testing. This benchmark testing restriction applies to You if You are a software developer or licensor or if You are performing testing on the Software at the direction of or on behalf of a software developer or licensor. You may not, without Novell's prior written consent not to be unreasonably withheld, publish or disclose to any third party the results of any benchmark test of the Software. If You are a licensor of products that are functionally similar to or compete with the Software ("Similar Products"), or are acting on behalf of such a licensor, and You publish or disclose benchmark information on the Software in violation of this restriction, then notwithstanding anything to the contrary in the Similar Product's end user license agreement, and in addition to any other remedies Novell may have, Novell shall have the right to perform benchmark testing on Similar Products and to disclose and publish that benchmark information and You hereby represent that You have authority to grant such right to Novell.

Open Source. Nothing in this Agreement shall restrict, limit or otherwise affect any rights or obligations You may have, or conditions to which You may be subject, under any applicable open source licenses to any open source code contained in the Software.

Transfer. This Agreement may not be transferred or assigned without the prior written approval of Novell.

Law and Jurisdiction. This Agreement is governed by the laws of the State of Utah, U.S. Any action at law relating to this Agreement may only be brought before the courts of competent jurisdiction of the State of Utah. If, however, Your country of principal residence is a member state of the European Union or the European Free Trade Association, this Agreement is governed by the laws of that country, and any action at law may only be brought before a court of competent jurisdiction of that country.

Entire Agreement. This Agreement sets forth the entire understanding and agreement between You and Novell and may be amended or modified only by a written agreement agreed to by You and an authorized representative of Novell. NO LICENSOR, DISTRIBUTOR, DEALER, RETAILER, RESELLER, SALES PERSON, OR EMPLOYEE IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY REPRESENTATION OR PROMISE THAT IS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF THIS AGREEMENT.

Waiver. No waiver of any right under this Agreement will be effective unless in writing, signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

Severability. If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

Export Compliance. Any products or technical information provided under this Agreement may be subject to U.S. export controls and the trade laws of other countries. The parties agree to comply with all export control regulations and to obtain any required licenses or classification to export, re-export or import deliverables. The parties agree not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export laws. The parties will not use deliverables for prohibited nuclear, missile, or chemical biological weaponry end uses. Please consult the Bureau of Industry and Security web page www.bis.doc.gov before exporting Novell products from the U.S. Please refer to <http://www.novell.com/company/legal/> for more information on exporting Novell software. Upon request, Novell will provide You specific information regarding applicable restrictions. However, Novell assumes no responsibility for Your failure to obtain any necessary export approvals.

U.S. Government Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions in FAR 52.227-14 (June 1987) Alternate III (June 1987), FAR 52.227-19 (June 1987), or DFARS 252.227-7013 (b) (3) (Nov 1995), or applicable successor clauses. Contractor/Manufacturer is Novell, Inc., 1800 South Novell Place, Provo, Utah 84606.

Other. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

© 1993, 2000-2013 Novell, Inc. All Rights Reserved. Novell is a registered trademark of Novell, Inc. in the United States and other countries. *All other third party trademarks are the property of their respective owners.

**Universal Amendment to
Software License Agreements for Novell, Inc. Software Products**

This Universal Amendment ("Amendment") is between Novell, Inc. ("Licensor") and the Authorized End User Licensee ("Authorized Licensee"), as defined below, and modifies Novell, Inc.'s End User License Agreements (including Volume License Agreements, as applicable) for Novell software and related services ("License Agreement") purchased by an Authorized Licensee. The Amendment is effective as of the date the End User License Agreement is effective for the Authorized Licensee ("Effective Date").

1. **Applicability.** This Amendment applies to any order placed for Licensor's software or related services by an Authorized End User Licensee which is defined as: (a) a U.S. Government federal agency or organization; or (b) a purchasing agent authorized by a U.S. Government federal agency or organization to purchase on behalf of and solely for the benefit of the U.S. Government federal agency or organization as evidenced by a written authorization letter from the U.S. Government federal agency or organization. This Amendment does not apply to any individual person or to any organization that is a commercial entity or not authorized to purchase in accordance with Subsections 1(a) or 1(b) above.
2. **Precedence.** Any conflict between the License Agreement and this Amendment shall be controlled by the terms of this Amendment to the maximum extent allowed by applicable Federal law.
3. **Contracting Authority.** Except as authorized under FAR 1.601(a) and 43.102, all provisions in the License Agreement which would allow any individual to bind the U.S. Government to the terms of the License Agreement or any modifications thereto are hereby deleted. Such provisions include the ability of the Licensor to unilaterally modify the terms of the License Agreement and any requirement to accept terms by means of use, download, or click-through agreements. Authorized Licensee agrees that when an authorized contracting officer of the Authorized Licensee places a task order for the Licensor software, the License Agreement in effect at the time, as amended by this Amendment, shall be legally binding on Authorized Licensee. If an Authorized Licensee receives Licensor software through a task order that is not authorized by the Authorized Licensee's authorized contracting officer or Authorized Licensee fails to acknowledge that the License Agreement is binding on Authorized Licensee, Authorized Licensee shall not be deemed to have any license to the Licensor software and Licensor reserves all rights, remedies, and enforcement actions and venues available under applicable state and federal law.
4. **Costs and Fees.** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any future costs or fees under the License Agreement or this Amendment. Any provisions of the License Agreement obligating the U.S. Government to pay future costs, fees, or damages, or to otherwise expend un-appropriated funds, are hereby deleted unless imposed pursuant to a claim under the Contracts Dispute Act of 1978, as amended or other applicable Federal law. Any provisions of the License Agreement providing for automatic renewal absent some action by the U.S. Government are hereby deleted. If Authorized Licensee orders Licensor's software or related services from a reseller, then pricing and payment of the software license fee and any related fees for that transaction shall be between Authorized Licensee and the reseller.
5. **Taxes.** If Authorized Licensee is exempt by applicable law from paying sales, use or other taxes, then such exemption shall apply in accordance with applicable law.
6. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the License Agreement as modified by this Amendment, unless an Authorized Licensee determines that it requires different terms of use and Licensor agrees in writing to such terms.
7. **Licensor Indemnification.** A License Agreement may contain terms that obligate Licensor to indemnify and defend an Authorized Licensee against a claim brought by a third party. In such case, Licensor agrees it cannot assume responsibility for or control of the litigation or any settlement negotiations, provided that Authorized Licensee (i) agrees that any litigation or settlement negotiation shall not bind Licensor to the final outcome of any such litigation or settlement; (ii) shall not impair Licensor's own rights, defenses, or claims against the claimant or the

rights of Licensor's other licensees, (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Licensor; and (v) shall in good faith reasonably cooperate and consult with Licensor during the course of settlement negotiations and prosecution of the claim and shall afford Licensor free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Licensor's request to the extent permitted by 28 U.S.C. 516. Any contrary provisions in the License Agreement are hereby deleted. Licensor shall have the right to intervene in a proceeding described by this paragraph at its own expense through counsel of its choice.

8. No Indemnification by Authorized Licensee. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), an officer or employee of the U.S. Government may not involve the U.S. Government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law. Any provision requiring the Licensee indemnify the Licensor in the License Agreement is deleted. This provision is not a waiver of Licensor's rights to seek other remedies authorized by applicable U.S. Federal law.
9. Governing Law. The License Agreement and this Amendment shall be governed by the laws of the United States. Any provisions in the License Agreement stating that the License Agreement shall only be governed by the law of any particular U.S. state, U.S. territory or district, or foreign nation are deleted.
10. Dispute Resolution and Venue. Any provisions in the License Agreement requiring the U.S. Government to follow a specific procedure to raise claims or to resolve disputes are hereby deleted. Any provisions in the License Agreement selecting a particular judicial forum or form of alternative dispute resolution for resolving claims relating to the License Agreement are hereby deleted. Any disputes between Licensor and Authorized Licensee relating to the License Agreement and to this Amendment shall be resolved in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109). Authorized Licensee expressly acknowledges that Licensor shall have standing to bring a claim to enforce Licensor's rights under the License Agreement and this Amendment provided such claim is brought in a forum and venue allowed by applicable U.S. federal law.
11. Termination. Licensee's termination rights shall be governed by FAR 52.212-4(l) and (m). Any provisions permitting the Licensor to terminate immediately are hereby deleted.
12. Equitable Remedies. Any provision of the License Agreement providing for equitable remedies against the U.S. Government, including an injunction, is deleted to the extent the provision violates the U.S. Government's sovereign immunity or is in violation of an applicable federal law.. Nothing in this paragraph shall prevent Licensor from filing a claim or limit damages under the Contract Disputes Act of 1978, as amended (41 USC §§7101-7109).
13. Monitoring Use of License and Audits. Any provision in the License Agreement permitting Licensor to audit, inspect, or monitor use of the software for compliance with the License Agreement is contingent upon reasonable notice to the Authorized Licensee and adherence to reasonable security measures, including any requirements for personnel to be cleared prior to accessing sensitive facilities or equipment if clearances are normally required for such access.
14. Advertisements and Endorsements. Any provisions allowing Licensor to use the name or logo of any Authorized Licensee to advertise or to imply an endorsement of Licensor's products or services are hereby deleted. Unless specifically authorized by an Authorized Licensee, such use of the name or logo of any U.S. Government entity is prohibited.
15. Confidentiality, Public Access to Information. Licensor agrees that the License Agreement and this Amendment contain no confidential or proprietary information and acknowledges that the License Agreement and this Amendment may be made available to the public. Except for Licensor's software and documentation included with the software, of which Licensor deems as proprietary and confidential, the Authorized Licensee shall not be prohibited from disclosing the terms of the Licensing Agreement and this Amendment, as required by law, including the Freedom of Information Act.
16. Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
17. Limitation of Liability. Subject to the following: This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

HP WARRANTY

HP Networking Product Warranty & Support Summary (December 2013)

Products		Warranty duration ¹	Advance replacement delivery ²	Business Hours Technical Support ³	24x7 Technical Support ⁴ (After Aug. 1, 2013)	Software/OS Releases ⁵	
Switches	Modular						
	129xx, 125xx, 119xx, 95xx	1 year	10 days	1 year	N/A	As long as owned ⁶	
	105xx, 75xx	1 year	10 days	1 year	1 year	As long as owned ⁶	
	82xxzl, 54xxzl, 42xxvl	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁶	
	Fixed-configuration						
	59xx/AF, 583x/AF, 582x/AF	1 year	10 days	1 year	N/A	As long as owned ⁶	
	66xx, 580x/AF	Lifetime ⁵	NBD	As long as owned ⁵	N/A	As long as owned ⁶	
	62xx/yl, 55xx, 51xx, 38xx, 36xx, 35xx/yl, 31xx, 29xx/al, 281x, 26xx, 25xx/G	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁶	
	Smart Managed						
	1910, 181x, 17xx	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁶	
	190x	3 years	NBD	3 years	3 years	As long as owned ⁶	
	IntelliJack Switches	3 years	NBD	3 years	3 years	As long as owned ⁶	
	Unmanaged						
	1410	Lifetime ⁵	NBD	As long as owned ⁵	3 years	N/A	
1405	3 years	NBD	3 years	3 years	N/A		
Wireless LAN	Indoor Access Points						
	425, M220	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁶	
	MSM46x/430/422/410, MSM3x0	Lifetime ⁵	NBD	3 years ⁷	3 years	3 years ⁷	
	M200	Lifetime ⁵	NBD	As long as owned ⁵	3 years	3 years ⁷	
	Controllers						
	MSM765 zl ⁶	Lifetime ⁶	NBD	3 years ⁷	3 years	3 years ⁷	
	MSM775 zl, MSM720	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁶	
	MSM760, MSM710	1 year	NBD	1 year	1 year	1 year ⁷	
	10500/7500 20G Unified Wired-WLAN Module	1 year	10 days	1 year	1 year	As long as owned ⁶	
	HP RF Manager Controller	1 year	NBD	1 year	1 year	1 year ⁷	
	WXxxx	1 year	30 days	1 year	1 year	As long as owned ⁶	
	Other Access devices						
	HP 830 Unified Wired-WLAN Switch	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁶	
	MSM4xx-R, MSM3xx-R Outdoor Access Points	1 year	NBD	1 year	1 year	1 year ⁷	
	M111 Wireless Client Bridge	1 year	NBD	1 year	1 year	1 year ⁷	
	MSM317 Wireless Access Devices	Lifetime ⁵	NBD	3 years	3 years	3 years ⁷	
	MSM415 RF Security Sensor	Lifetime ⁵	NBD	3 years	3 years	3 years ⁷	
	30xx Wireless Switch	1 year	30 days	1 year	1 year	As long as owned ⁶	
	Routers	Routers					
		88xx, HSR68xx	1 year	10 days	1 year	N/A	As long as owned ⁶
HSR66xx, 66xx, MSR50, MSR4000, MSR3000, MSR30		1 year	10 days	1 year	1 year	As long as owned ⁶	
MSR9xx, MSR2000, MSR20		1 year	NBD	1 year	1 year	As long as owned ⁶	
Management	Network Management						
	Intelligent Management Center	90 days	N/A	90 days	N/A	90 days (bug fix only)	
	PCM+ Network Management (IDM, MM & NIM)(Purchased after February 1, 2009)	90 days	N/A	1 year	N/A	As long as owned (bug fix only for licensed version) 1 year (All releases)	
	PCM+ Network Management (IDM, MM & NIM)(Purchased before February 1, 2009)	90 days	N/A	As long as owned ⁵	N/A	As long as owned ⁶	
Additional Networking Products	AllianceONE Products						
	HP AllianceONE Services/Advanced/Extended Services zl modules ⁶	Lifetime ⁶	NBD	As long as owned ⁶	3 years	As long as owned ⁶	
	Sangoma Voice Cards	Lifetime ⁵	NBD	As long as owned ⁶	N/A	As long as owned ⁶	
	HP Voice Products						
	VCX voice and communication products	1 year	30 days	90 days	N/A	90 days (bug fix only)	
	41xx, 35xx, 31xx IP phones	1 year	30 days	90 days	N/A	90 days (bug fix only)	
	Other Software						
	Premium License (When purchased separately for 82xx, E66xx, 54xx & 35xx switches)	N/A	N/A	1 year	N/A	As long as owned ⁶ (Maintenance releases only) 1 year (All releases)	
	HP Security Appliances						
	S80xxF, S30xxF, S10xxF Next Generation Firewall Appliance	1 year	30 days	1 year	N/A	None	
F5000, F/S1000-A/E/S VPN Firewall, U200-A/C/M/S/CS UTM	1 year	30 days	1 year	N/A	As long as owned ⁶		
HP Transceivers							
X244, X242, X132, X131, X129, X122, X121, X119, X112, X111	Lifetime ⁵	NBD	As long as owned ⁵	N/A	N/A		
X240, X170, X160, X140, X135, X130, X125, X124, X120, X115, X114, X110	1 year	30 days	1 year	N/A	N/A		

1) Includes coverage of any built-in fans and power supplies for the entire warranty period. Removable power supplies, modules and accessories such as antennas, fans, power cords, etc. may have different warranty coverage than the host device. See the HP Networking Warranty Coverage Quick Reference at www.hp.com/networking/warrantyquickref for more details.

2) Response time is based on commercially reasonable effort and subject to a daily shipment cutoff time. In some countries and regions and under certain supplier constraints, response time may vary. Contact your local HP service organization for response time availability in your area. NBD=Next Business Day.

3) Warranty technical support is provided during local HP business hours for the entire warranty period and includes phone and electronic case management. Many products purchased after August 1, 2013 include up to 3 years of 24x7 technical support as noted. See product's Hewlett-Packard Limited Warranty Statement for additional coverage details. Extended coverage services are available.

4) Includes all software/OS releases offered for the specific products listed, when and if available, for as long as you own the product, except where noted. Some software releases may require additional hardware to be installed.

5) For as long as you own the product. You may be required to provide proof of purchase or lease as a condition of receiving warranty service.

6) Hardware warranty, technical support and all software releases provided for hardware and the ONE Service OS only, when and if available, for as long as you own the product. See product specific documentation for application support. 5 year warranty on the disk drive in the HP Alliance One Advanced Services and Services zl Modules, HP AllianceOne Ext zl Mod w/Rvrd Stnd, HP MSM765zl Mobility Controller, HP Surv Brch Com zl Mod pwrly/Hsft Lync.

7) Products purchased before August 1, 2013 include 1 year of technical support and 1 year (bug fix only).

The most current version of this document is available at www.hp.com/networking/warrantysummary. HP Networking product warranty policy details are available at www.hp.com/networking/warranty. Information on services for HP Networking products can be found at www.hp.com/networking/services. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.



HP Warranty Information

This document contains warranty information for HP products, including Compaq, Digital and Tandem branded products.

Note: Some products detailed are normally only supported directly by the HP Customer Services organisation. This document provides summary information. Please refer to the warranty statement shipped with product for a detailed explanation of the warranty terms associated with a particular product.

Limited warranty

This Limited Warranty applies only to HP-branded and Compaq-branded hardware products (collectively referred to in this document as "HP Hardware Products") sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "HP") with this Limited Warranty. The term "HP Hardware Product" is limited to the hardware components and required firmware. The term "HP Hardware Product" DOES NOT include any software applications or programs; non-HP products or non-HP branded peripherals. All non-HP products or non-HP branded peripherals external to the HP Hardware Product— such as external storage subsystems, displays, printers and other peripherals— are provided "AS IS" without HP warranty. However, non-HP manufacturers and suppliers, or publishers may provide their own warranties directly.

HP guarantees that the HP Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required within the Limited Warranty Period.

During the Limited Warranty Period, HP will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Hardware Product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

It is mandatory that the unit product number and serial number be made available when requesting a warranty service event. Failure to do so may result in the event being deemed out of warranty by HP or, HP's Authorised Service Providers, and therefore chargeable to the requester.

Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace HP Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, whichever is longer.

Notes:

- Products external to the system processor (CPU) box, such as external storage subsystems, printers and other peripherals, are covered by the applicable warranty for those products or options.
- An effective repair does not necessarily require the replacement of a defective part. For example, cleaning the heads of a floppy drive or updating revision levels of ROM BIOS on a PCA board are activities that in many instances deliver an effective repair.
- BIOS/Firmware upgrades are not covered under the basic warranty Terms & Conditions. Firmware that is an integral part of the option hardware board is not automatically upgraded

when new versions of firmware are released.

Where a specific hardware product problem is found to be caused by a superseded BIOS/firmware revision on an HP component, HP will either bring the firmware up to the latest revision, by exchanging the affected component under warranty, or will recommend that the customer upgrade the firmware using Flash-ROM where appropriate. It is essentially the responsibility of the customer to:

1. Ensure that their software is compatible with the latest BIOS/firmware revision.
 2. Upgrade their firmware to keep it synchronised with the new software releases.
- HP fully understands the concerns raised by customers with regards to the security of any data which may be contained on a hard disk being sent for repair. HP's procedures for handling these items start by acknowledging that all such disks may contain sensitive business or technological information and that all appropriate security is in place to safeguard that information.
1. The procedure for handling returned units is as follows:
 2. The documents accompanying a returned item, record the Authorised Service Provider name and ID number, the serial number of the machine it was removed from and a description of the fault.
 3. Using the first two pieces of information for warranty verification only, the unit is then transferred to HP in Scotland, where it is mixed with units from all over Europe, Middle East and Africa for return to the repair vendor.
 4. The repair of the item in no way depends on HP's ability to read any user data contained on the disk.
 5. During the testing/repair cycle, the disks will have a destructive pattern written onto them that will erase all previously held user data.
 6. If the media is damaged, it is removed and scrapped.

Note: HP does not support the use of degaussers to erase data on the disks. Doing so will invalidate the warranty as the degaussing will also erase other data on the disk which is required to format the disk and ensure it operates appropriately, for example sector alignment data, error correction logic, bad sector files and the geometry of the drive.

Even with the above processes, customers may still be reluctant to return defective disks due to confidential data contained on the disks. Customers who wish to retain the original disk will be required to purchase a replacement disk to affect the repair or, purchase the "Defective Material Retention" service offer.

- All marking and/or branding of HP products must be removable. If the marked or branded product can not be refurbished by HP for use (eg. the branding or tagging removed), then the customer may require to purchase a replacement part or unit. Where marking and/or branding cannot be removed, then the Part credit element of a service event may not be paid.

Exclusions

HP does not guarantee that the operation of this product will be uninterrupted or error-free. HP is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the HP hardware product.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which:

The serial number has been removed, damaged or rendered defective;

- (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes;
- (b) by operation outside the usage parameters stated in the user documentation that shipped with the product (including burned monitor screens and incorrect input voltage);
- (c) by software, interfacing, parts or supplies not supplied by HP

- (d) improper site preparation or maintenance
- (e) virus infection
- (f) loss or damage in transit
- (g) by modification or service by anyone other than
 - (i) HP
 - (ii) an HP authorized service provider
 - (iii) your own installation of end-user replaceable HP or HP approved parts if available for your product in the servicing country or region.

HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information..

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; (3) parts intended for one system are installed in another system of different make or model

Limitation of liability

If the HP hardware product fails to work as warranted above, HP's maximum liability under the limited warranty is expressly limited to the lesser of the price paid for the product or the cost of repair or replacement of any hardware components that malfunction in conditions of normal use. Except as indicated above, in no event will HP be liable for any damages caused by the product or the failure of the product or perform, including any lost profits or savings, business interruption, loss of use or any other commercial or economic loss of any kind, or special, incremental, or consequential damages. HP is not liable for any claim made by a third party or made by you for the third party. This limitation of liability applies whether damages are sought, or a claim made, under this limited warranty or as a tort claim (including negligence and strict product liability), a contract claim or any other claim. This limitation in liability cannot be waived or amended by any person. This limitation of liability will be effective even if you have advised HP, or an authorized representative of HP, of the possibility of any such damages or even if such possibility were reasonably foreseeable. This limitation of liability, however, will not apply to claims for personal injury.

This limited liability gives specific legal rights. You may also have other rights that may vary from state to state or from county to county. You are advised to consult applicable state or country laws for a full determination of rights.

If HP determines that damage/failure that exists is not covered by the warranty -- i.e. failure of Non-HP memory or options etc. -- the end user will be contacted to determine whether such damage/failure should be repaired for a charge or whether the Product should be returned to the end user as received. All associated transportation and handling costs are charged to the customer.

HP's warranty obligation extends only to products, options, and parts manufactured or distributed by HP, Compaq, Digital or Tandem under their respective brand names. HP in this statement is the sales subsidiary of Hewlett Packard Corporation in the country where the claim is first raised; if no subsidiary exists in the country, it is Hewlett Packard Corporation GmbH in Munich, Germany.

Customer responsibilities

To enable HP to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- Maintain a proper and adequate environment, and use the HP Hardware Product in accordance with the instructions furnished.
- Verify configurations, load most recent firmware, install software patches, run HP diagnostics and utilities, and implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Allow HP to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as "Proprietary Service Tools"); Proprietary Service Tools are and remain the sole and exclusive property of HP. Additionally, you will:
 - Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by HP
 - Install, maintain, and support Proprietary Service Tools, including any required updates and patches
 - Provide remote connectivity through an HP-approved communications line, if required
 - Assist HP in running the Proprietary Service Tools
 - Use the electronic data transfer capability to inform HP of events identified by the software
 - Purchase HP-specified remote connection hardware for systems with remote diagnosis service, if required
 - Return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools upon termination of warranty support
 - Not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools

In some cases, HP may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these support solutions and capabilities.

- Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with HP in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- Make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.
- Maintain a procedure to reconstruct your lost or altered files, data, or programs that is not dependent on the HP Hardware Product under warranty support.
- Notify HP if you use HP Hardware Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone warranty service until you remedy such hazards.
- Perform additional tasks as defined within each type of warranty service listed below and any other actions that HP may reasonably request in order to best perform the warranty support.

Types of hardware warranty service

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the "[Limited warranty period](#)" section.

Customer self repair

HP products are designed with many Customer Self Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which customer self repair is mandatory. If you request HP to replace these parts, you will be charged for the travel and labor costs of this service.
- Parts for which customer self repair is optional. These parts are also designed for customer

self repair. If, however, you require that HP replace them for you, this may be done at no additional charge under the type of warranty service designated for your product.

Based on availability and where geography permits, CSR parts will be shipped for next business day delivery. Same-day or four-hour delivery may be offered at an additional charge where geography permits. If assistance is required, you can call the HP Technical Support Center and a technician will help you over the phone. HP specifies in the materials shipped with a replacement CSR part whether a defective part must be returned to HP. In cases where it is required to return the defective part to HP, you must ship the defective part back to HP within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a customer self repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used.

Parts only warranty service

Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

Advanced unit replacement warranty service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.

Pick up and return warranty service

Your HP Limited Warranty may include a pick up and return warranty service. Under the terms of pick up and return service, HP will pick up the defective unit from your location, repair it, and return it to your location. HP will incur all repair, logistics, and insurance costs for this type of service.

Mail-in warranty service

Your HP Limited Warranty may include a mail-in warranty service. Under the terms of mail-in service, you will be required to ship your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to the repair location. In addition, you are responsible for insuring any product you ship, and you assume risk of loss during shipping. HP will return the repaired product to you and incur all logistics and insurance costs to return the product to you.

Carry-in warranty service

Your HP Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to and from the service location. In addition, you are responsible for insuring any product shipped or returned to an authorized service location, and you assume risk of loss during shipping.

On-site warranty service

Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:

- Remotely
- By the use of a CSR part
- By a service call at the location of the defective unit

If HP ultimately determines that an on-site service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 08:00 to 17:00, Monday through Friday, but may vary with local business practices. If the location of the defective unit is outside the customary service zone (typically 50km), response times may be longer or there may be additional charges. To locate the nearest HP authorized service provider, refer to the HP website at www.hp.com/support. In order to receive on-site support, you must:

- Have a representative present when HP provides warranty services at your site
- Notify HP if products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors
- Subject to its reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support
- Ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible
- Maintain an environment consistent with product specifications and supported configurations

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the "[Limited warranty period](#)" section.

Options limited warranty

The Limited Warranty terms and conditions for most HP-branded options (HP Options) are as set forth in the Limited Warranty applicable to the HP Option and are included in the HP Option product packaging. If your HP Option is installed in an HP Hardware Product, HP may provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is being installed, whichever period is the longer unless stated otherwise in the "[Limited warranty period](#)" section. In all cases, the warranty period of the HP Option will not exceed three (3) years from the date you purchased the HP Option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for more details. Non-HP options are provided "AS IS". However, non-HP manufacturers and suppliers may provide warranties directly to you.

Spare parts

All HP spare parts (see Notes 1 and 2 below) that are used to replace defective parts in a HP product are entitled to:

the remaining service period of the product in which it is installed; or
90 days parts replacement warranty, whichever is greater.

This may include free on-site repair if the HP product is entitled to on-site warranty. See Table - Warranty Services Table.

NOTE 1: The replacement spare part must be a genuine HP spare part.

NOTE 2: This does not include Spare Rechargeable Battery Packs, Spare Compaq Netelligent Products and Network Interface Cards, Microcom Integrated Access Devices, and Compaq External Modems (see below).

Spare Compaq Rechargeable Battery Packs are entitled to a 12 month Parts-only Warranty. Spare Compaq Netelligent, Compaq External Modems and Microcom Integrated Access Products are entitled to the remaining warranty of the replaced product as shown in Table. They do **not** adopt the remaining service period of the product to which they are connected and or any warranty services to which the product is entitled (this/which may include free on-site repair). Spare Netelligent Network Interface Cards receive lifetime Parts-only Warranty.

NOTE: Spare Part, provided that the replacement part is a genuine HP spare part, purchased to repair "Out of Warranty" machines are entitled to 90 days parts-only warranty from date of sale of the spare part to the End User. It is a requirement that an End User Proof of Purchase is provided when claiming spare part warranty. Validation of the spare part warranty will be made against this Proof of

Purchase. This may be dependent on local country legislation.

Software limited warranty

Except as provide in the applicable software end-user license or program license agreement, or if otherwise provided under local law, software products, including any software products, freeware (as defined below) or operating systems preinstalled by HP are provided "AS IS" and with all faults, and HP hereby disclaims all other warrantyies and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and lack of viruses.

Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. To the maximum permitted by applicable law, in no event shall HP or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use or inability to use the software product, even if HP or any supplier has been advised of the potential of such damages and even if the remedy fails of its essential purpose.. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HP's only warranty obligations with respect to software distributed by HP under the HP brand name are set forth in the applicable end-user license or program license agreement provided with that software. If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. For blank tape removable media please refer to the following

website: <http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=lpq50101>

It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Freeware operating systems and applications

HP does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with HP Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your HP Hardware Product

Note:If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, the sole remedy shall be to return the removable media to HP for replacement. For blank tape removable media please refer to the following web site.

<http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=lpq50101>

Support for initial setup

Electronic or telephone support for initial setup is available from HP for ninety (90) days from date of purchase. See "Contacting HP" for online resources and telephone support.

Support includes:

- Answering installation questions (how-to, first steps, and prerequisites)
- Setting up and configuring software and options supplied or purchased with HP Hardware Products (how-to and first steps)
- Interpreting system error messages
- Isolating system problems
- Obtaining support pack information or updates for software purchased or supplied with HP Hardware Products

Support does NOT include assistance with:

- Generating or diagnosing user-generated programs or source codes

- Installation of non-HP products
- System optimization, customization, and network configuration.

Limited warranty transfer to another country

Under the HP Global Limited Warranty program, products may be purchased in one country/region and transferred to another country/region, where HP or its authorized service providers offer warranty service for the same product model number without voiding the warranty. Warranty terms, service availability, and service response times may vary from country to country or region to region. Standard warranty service response time is subject to change due to local parts availability. When the product has been transferred to another country it will be entitled to the same warranty as if the product had been purchased in the country to which it has been transferred.

HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

HP's Warranty Service Delivery Methods.

HP delivers warranty service on HP products via several delivery methods. Warranty service is provided during normal business hours, excluding local holidays, and is based on commercially reasonable efforts by HP or an HP Service Provider. Unless otherwise stated, all responses are measured from the time the customer calls HP or until HP has established a mutually acceptable time for support to be performed.

The definitions of HP's Warranty Service Delivery methods are detailed below:

On site Same Business Day: HP aims to ensure that a customer problem will be responded to within 4 hours, following the end users first notification of equipment failure. Unless otherwise stated, all responses are measured from the time the customer calls, or a mutually acceptable time for support to be performed has been established, or HP has begun to provide support or remote diagnostics. This is available on a 24 hour x 7 day basis with a work through until resolution of the problem.

On site One Business Day: HP aims to ensure that the product will be operational by the end of the next business day following the end users first notification of equipment failure. Unless otherwise stated, all responses are measured from the time the customer calls, or a mutually acceptable time for support to be performed has been established, or HP has begun to provide support or remote diagnostics.
For example: Customer reports the failure of a Systems product at any time during business hours on Monday, the product will be fixed by the end of business day on Tuesday.

On site Two Business Day: HP aims to ensure that the product will be operational by the end of the second business day following the end users first notification of equipment failure. Unless otherwise stated, all responses are measured from the time the customer calls, or a mutually acceptable time for support to be performed has been established, or HP has begun to provide support or remote diagnostics.
For example: Customer reports the failure of a Business Desktop product at any time during business hours on Monday, the product will be fixed by the end of business day on Wednesday.

Carry-in Two Business Day: HP aims to ensure that the product will be operational and available to the end user within two business days following arrival of the faulty equipment at the service providers workshop location.
For example: Customer delivers a faulty product to a carry-in repair centre at any time during business hours on Monday, the product will be available for collection by the end of business day on Wednesday.

Carry-in Five Business Day: HP aims to ensure that the product will be operational and available to the end user within five business days following arrival of the faulty equipment at the service provider's workshop location.
For example: Customer delivers a faulty product to a carry-in repair centre at any time during

business hours on Monday, the product will be available for collection by the end of business day on the following Monday.

Mail-in Five Business Day: HP aims to ensure that the product will be operational and returned to the end user within five business days following arrival of the faulty equipment at a HP Service Centre for repair.

For example: Customer delivers a faulty product to a Mail-in centre at any time during business hours on Monday, the product will be returned to the customer by the end of business day on Tuesday of the following week.

Pick Up & Return Two Business Day: HP aims to ensure that the product will be operational and returned to the end user within two business days following the pick up of the faulty equipment from the customer.

For example: HP or an HP Service Provider pick up the defective unit from the customer any time during business hours on Monday, the product will be delivered back to the customer by the end of business day on Wednesday.

Pick Up & Return Five Business Day: HP aims to ensure that the product will be operational and returned to the end user within five business days following the pick up of the faulty equipment from the customer..

For example: HP or an HP Service Provider pick up the defective unit from the customer any time during business hours on Monday, the product will be delivered back to the customer by the end of business day on Friday.

HP Care Pack Services Information

HP also offers extended/upgraded services under the name of Care Pack. A wide range of Care pack services is available to cover most current HP products. It is the customer's responsibility to register each Care pack with HP so that the related hardware is automatically allocated the correct extended/upgraded service by the EMEA service management system. Refer to the following site for more details.

<http://h41111.www4.hp.com/hps/carepack/uk/en/index.html>

HP Care Pack Services Information

Requirements

HP Warranty Services

The following Warranty Services tables provide a general summary of the warranty offerings for HP products. The warranty documents provided with the goods at time of sale provide details of the actual warranty terms. Please refer to the notes at the end of the table for clarification of terminology, delivery methods and additional information.

Key to Warranty

Please refer to the Warranty methods section above for an explanation of terms.

SBD = Onsite Same business day,

1BD = Onsite One business day,

2BD = Onsite second business day,

5BD = Onsite fifth business day,

PuR = Pick Up and Return,

POW = parts only warranty.

RES EULA

END USER LICENSE AND SOLUTION ASSURANCE AGREEMENT RES SOFTWARE ("EULA")

USER NOTICE: THE GOVERNMENT CUSTOMER ("You"), AS LICENSEE ACKNOWLEDGE THAT YOU READ AND UNDERSTAND THIS EULA AND AGREE TO THE CONDITIONS AND PROVISIONS HEREIN AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS EULA. YOU SHALL INFORM ALL USERS OF THE SOFTWARE OF THE TERMS AND CONDITIONS OF THIS EULA. YOU ACCEPT THAT THIS EULA, TOGETHER WITH THE UNDERLYING GSA SCHEDULE CONTRACT AND ANY APPLICABLE AGREED UPON GSA CUSTOMER PURCHASE ORDERS, CONSTITUTE THE FULL AND EXCLUSIVE EXPRESSION OF THE AGREEMENT BETWEEN YOU AND RES SOFTWARE. THIS EULA, HOWEVER, SHALL NOT TAKE PRECEDENCE OVER THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT OR ANY SPECIFIC, NEGOTIATED AND AGREED UPON TERMS ON THE GSA CUSTOMER'S PURCHASE ORDER. IF ANY SOFTWARE OR DOCUMENTATION IS ACQUIRED BY OR ON BEHALF OF THE UNITED STATES GOVERNMENT, YOU AGREE THAT SUCH SOFTWARE AND/OR DOCUMENTATION IS "COMMERCIAL COMPUTER SOFTWARE" OR "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" AND THE GOVERNMENT'S RIGHTS WITH RESPECT TO SUCH SOFTWARE OR DOCUMENTATION ARE ONLY THE RIGHTS AS STATED HEREIN. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, YOU MAY NOT INSTALL THIS SOFTWARE.

LICENSOR. This license is granted to licensee (End-User) by Real Enterprise Solutions Nederland B.V., a company organized under the laws of the Netherlands. If End-User is located in the United States or Canada, this license is granted to End-User by Real Enterprise Synergy, Inc., a company organized under the laws of Delaware. In this EULA, the term RES Software refers to Real Enterprise Solutions Nederland B.V. or Real Enterprise Synergy, Inc.

LICENSE. The software provided herewith, and, as long as the GSA Customer ("Customer" or "End-User") has a right to Solution Assurance, any Product Releases or Service Releases related thereto, including the end user manuals and documentation (the "Software") are licensed to End-User by RES Software and are provided for use solely under the terms of this EULA. RES Software hereby grants to End-User a perpetual (except as otherwise provided herein) non-exclusive, non-transferable license, to install, use, perform and display the rightfully obtained version of the Software, solely in object code format for End User's own internal use and without the right to sublicense. The Software may only be used for the purpose for which it is designed as described in the documentation and on the RES portal. The documentation is licensed solely for the purposes of supporting End-User's use of the Software as permitted in this section.

The Software may only be used on the site and within the infrastructure environment it was first installed. Depending on the edition that End-User obtained a license for, End-User is allowed to use all or limited functionality of the Software. The number of licenses required by End-User depends on either the number and type of devices to be used, the number of concurrent users, the number of named users, or the specific allocated tasks to be performed by the Software, as further specified in the agreed upon GSA Customer Purchase Order. The use of the Software is limited to the number of licenses that End-User actually paid for or otherwise rightfully acquired. If End-User obtains subscription licenses, the term for use is not perpetual, but limited to the specific subscription period of one (1) year.

RESTRICTIONS. End-User is not permitted to: (i) reverse engineer, disassemble or decompile the Software or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein, except to the extent and for the express purposes authorized by applicable law, and only if RES Software is not willing or able to provide the relevant information to End-User; (ii) remove or evade any technical protection (iii) use plug-ins or extensions not distributed by RES Software which enable modification of the Software; (iv) modify or change or make new installation programs for the Software; (v) use the Software for on behalf of third parties or sub-license, rent, sell, lease, distribute or otherwise transfer the Software and (vi) use the Software in or in association with safety critical applications such as, without

limitation, medical systems, transport management systems, vehicle and power generation applications including but not limited to power applications.

EVALUATION SOFTWARE AND EXPRESS EDITION. If available, End-User may download certain evaluation editions ("Evaluation Software") and/or express editions ("Express Edition") of the Software from www.ressoftware.com free of charge. End-User has the right to use the Evaluation Software for evaluation purposes only. The Evaluation Software license expires on the expiry date. The Express Edition provides limited functionality of the RES Software product.

AUDIT. On RES Software's request, at RES Software's expense and subject to Government information security requirements, RES Software may conduct an audit of End-User's use of the Software. Any such audit shall be conducted during regular business hours at End-User's facilities and shall not unreasonably interfere with End-User's business activities. If an audit reveals that End-User has underpaid in relation to the actual use of the Software, RES Software shall provide written notice to the GSA Customer and provide the GSA Customer with an opportunity to execute a new GSA Customer Purchase Order for any undisputed additional licenses at the cost per license as specified in the GSA Schedule Price List to bring it into compliance with this EULA.

OWNERSHIP. The Software is the intellectual property of RES Software and contains material that is protected by intellectual property rights and legislation of the United States and the Netherlands. This EULA does not grant to End-User any ownership interest in the Software. End-User shall not remove any proprietary notice of RES Software from any copy of the Software. Third party materials and/or software presented or accessed using the Software ("Third Party Materials") are owned by the respective third parties and may be protected by intellectual property rights and the use of such Third Party Materials may be subject to the terms of use of such third parties. The End-User is solely responsible to obtain a valid license for the use of Third Party Materials.

SOLUTION ASSURANCE. With the exception of Evaluation Software, and Express Edition, End-User is obligated to execute a new GSA Customer Purchase Order for a subscription to maintenance and support ("Solution Assurance") for a period of a minimum of one (1) year starting on the date the End-User receives the license key. In order to receive Solution Assurance, End-User must have a valid license for the latest version of the Software.

CONTENT OF SOLUTION ASSURANCE. Solution Assurance consists of: (1) right to download and use Service Releases to the Software. Service Releases will be provided with a minimum of two per year. A Service Release consists of a number of bundled fixes to Defects. A Service Release does not necessarily offer new functionality. For the purpose of this EULA,

a Defect means a reproducible instance of adverse and incorrect operation of the Software that impacts End-User's ability to use functionality as described in the documentation to the Software. Minor discrepancies that do not impair the normal use of the Software shall not constitute a Defect under this EULA; (2) right to download and use Product Releases to the Software. A Product Release contains new functionality and features; (3) Access to RES Software Support by Internet, e-mail and phone (during specified office hours). RES Software Support will assist in locating and solving problems and Defects in the Software. (4) Access to the RES Portal, including the RES Software Knowledge Base. Further details on Solutions Assurance are described in the Solution Assurance document available through the RES Software website. Premium Solution Assurance additionally provides: (1) Extended access to RES Software Support by Internet, e-mail and phone (24 x 7 x 365); (2) right to use Escrow services under the conditions defined by RES Software. Further details on Premium Solutions Assurance are described in the Premium Solution Assurance document available through the RES Software website.

EXECUTION OF SOLUTION ASSURANCE SERVICES. RES Software provides Solution Assurance on a commercially reasonable efforts basis in a way it considers appropriate. RES Software is not obliged to follow the directions of the End-User. End-User shall first analyze any problems with the Software internally and consult the RES Software

Knowledge Base before contacting RES Software support. End-Users shall appoint a qualified contact person for contact with RES Software support. End-User shall provide all relevant materials to RES Software when contacting RES Software support. RES Software is entitled to examine and test materials delivered by End-User. RES Software is under no obligation to use those materials. End-User guarantees that RES Software is entitled to use the materials and, after approval by End-User, is allowed access to its systems, subject to government information security requirement, to provide Solution Assurance. RES Software will provide full Solution Assurance on the current Product Release until a new Product Release is available. Solution Assurance on the previous Product Release will be limited to making available existing and new fixes on request by End-User(s) for the shorter of the term or 1 year after general availability of the latest Product Release. Furthermore, for all older versions access to RES Software support and the RES Software portal and knowledge base that contains previously developed solutions will remain available. RES Software cannot provide optimal Solutions Assurance to End-User if End-User does not use the latest Product Release or Service Release.

EXCLUSIONS. Solution Assurance services do not cover resolution of Defects which result from (i) third party software or hardware (ii) any modifications to the Software carried out by a party other than RES Software (iii) use of the Software by End-User which is not in accordance with the documentation. RES Software will only support the Software on platforms for which all components are supported by their respective vendors, under standard conditions, as of the date the support request is made by the End-User to RES Software. Solution Assurance does not cover source code supplied by RES Software as part of either a consulting engagement or as a demo, sample or contribution.

USE OF RES SOFTWARE MATERIALS. All materials, including, but not limited to the RES Software portal and knowledge base, demos, samples or contributions provided by RES Software (the "Materials") by whatever means is either owned by or licensed to RES Software. End-User may only use those Materials as part of the Solution Assurance and as long as it is entitled to Solution Assurance. In no event shall the End-User publish, retransmit, redistribute or otherwise reproduce any Materials in any format to anyone or use any Materials in any connection with any business or commercial enterprise, without the express written consent of RES Software. End-User will destroy all Materials not needed for the solution of a Defect once the technical problem is solved.

TERM AND TERMINATION. The EULA takes effect when End-User installs or uses the Software or at the date End-User receives the relevant license keys, whichever is sooner ("the Effective Date"). When the End-User is an instrumentality of the US Government, recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the Contract Disputes Clause (Contract Disputes Act) or under the terms of the Federal Tort Claims Act, as applicable. During any dispute under the Disputes Clause, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer, pending any appeal.

Upon termination End-User shall promptly cease to use the Software and return or destroy, at RES Software's option, all Software and any copies thereof and confirm this in writing to RES Software. The provisions regarding Audit, Intellectual Property, Limitation of Liability, and Miscellaneous shall survive the expiration or termination of this EULA.

LIMITED WARRANTY. RES Software warrants that the Software shall be free from material defects in materials and workmanship, and shall conform in all material aspects to the specifications as described in the documentation for a period of ninety (90) days from the Effective Date, provided the Software has been stored and used in accordance with ordinary industry practices and conditions. RES Software does not warrant that the functionality of the Software will meet End-User's requirements or is fit for any particular purpose, or that the operation of the Software will be uninterrupted, error free, virus free or that Defects in the Software will be corrected. It is the responsibility of End-User to

isolate the Software, to use anti-virus software, to make relevant back-ups and to take other steps to ensure that the Software does not damage End-User's information or system. In the event that the Software does not comply with the warranty set out in this section and RES Software is notified of such non-conformity within the warranty period, RES Software, at its choice, will replace such non-conforming Software at no additional charge or will refund the total amount paid for the non-conforming Software. The limited warranty as set forth in this section shall also apply to any Product Releases and Service Releases or any software that repairs or replaces the non-conforming Software. RES Software grants no other warranty, either specific or implied, including without limitation, warranties of merchantability or suitability for a particular purpose. The Evaluation Software and the Express Edition are provided "as is" without warranty of any kind, whether express, implied, statutory, or otherwise. RES Software is not liable for any damages resulting from the use (or attempted use) of the Evaluation Software and the Express Edition at any time.

The Software is made available for license for the following purpose:

Software	Purpose
RES Workspace Manager	Profile and Printer Management
RES Automation Manager	IT Automation
RES IT Store	IT self service

LIMITATION OF LIABILITY. RES Software shall in no event be liable to End-User or any third party for any indirect, incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information) arising out of this EULA or connected in any way with use of or inability to use the Software or the provision of Solution Assurance, or for any claim by any other party, even if RES Software has been advised of the possibility of such damages. RES Software's total liability to End-User for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall not exceed \$ 10,000 (TEN THOUSAND DOLLARS) AND WITH RESPECT TO THE EVALUATION SOFTWARE AND EXPRESS EDITION SHALL NOT EXCEED \$ 500,- (FIVE HUNDRED DOLLARS).

RES Software's liability will only arise if End-User informs RES Software in writing of any default and the damages resulting therefrom as soon as possible and gives RES Software a reasonable time to remedy a failure to perform. Any notice of default must specify the failure in as much detail as possible, so that RES Software will be able to act adequately. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by RES Software's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

FORCE MAJEURE. Pursuant to FAR 52.212-4(f), neither party shall be responsible for failures of its obligations under this EULA to the extent that such failure is due to causes beyond its control, including, without limitation, natural disaster, war, strikes, fire, floods, explosions, acts of any government or agency thereof, disruption in electricity supply or non-availability of telecommunication services.

INDEMNIFICATION. RES Software shall indemnify and hold harmless End-User against any action brought against End-User to the extent that such action is based on a claim that any Software, when used in accordance with this EULA, infringes a copyright of a third party. RES Software shall pay all costs, settlements and damages finally awarded, provided that End-User promptly notifies RES Software in writing of any claim, and provides RES Software with an opportunity to intervene in any claim or suit, at its own expense, through counsel of its choosing. Each party will provide all reasonable assistance to the other party in any such claim or suit. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516. If the Software is finally adjudged to so infringe, or in RES Software's opinion is likely to become the subject of an infringement claim, RES Software shall, either: work with the Government to procure for End-User the right to continue to use the Software, modify or replace the Software to make it non-infringing, or upon return of the Software, refund the price paid by End-User for the Software, minus depreciation as provided for in Department of Treasury regulations. RES Software

shall have no liability regarding any claim arising out of or caused by: End-User's use of other than the latest, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release; or any modification or derivation of the Software not created or publicly released by RES Software. The aforementioned states the entire liability of RES Software and the exclusive remedy for End-User relating to any actual or claimed infringement of any intellectual property right.

End-User shall be solely responsible for any claim, action, proceeding, liability, , arising out of or in connection with the use of the Software that is not in strict accordance with this EULA by End-User, its employees, agents, consultants and/or independent contractors (collectively referred to as "employees," hereinafter) , or others. RES Software shall provide reasonable cooperation and assistance to the Government in defending the claim.

COMPLIANCE WITH LAWS. End User must comply with all Federal laws and regulations applicable to the Software and with any end-user, end-use and destination restrictions issued by the U.S. Government. End-User must at its own expense obtain and arrange for the maintenance of any government approval and comply with all applicable laws and regulations necessary for End-User's performance of the EULA. End-User acknowledges that it is responsible for obtaining any licenses to export, re-export or import the Software as may be required. End-User will be solely responsible for any result of its violation of export (control) laws or regulations by End-User or any of its employees.

PERMANENT EFFECT. RES Software reserves the right to modify this EULA for any new Product Release or Service Release. Such modification shall be effective only if contained in a writing signed by both parties.

NOTICES. Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation of receipt, (iii) by certified or registered mail, with proof of delivery, (iv) by facsimile transmission with confirmation of receipt, or (v) by email, with confirmation of receipt (except for routine business communications issued by RES Software, which shall not require confirmation from End-User). Notices shall be sent to the address, facsimile number or email address set forth below, or at such other address, facsimile number or email address as provided to the other party in writing. Notices for RES Software shall be sent to: Het Zuiderkruis 33, 5215 MV's-Hertogenbosch, The Netherlands. Fax for legal notices: +31 (0)73 622 8811. Email for legal notices: info@ressoftware.com.

APPLICABLE LAW. This EULA shall be governed, construed and enforced in accordance with the Federal laws of the United States, without giving effect to its conflict of law principles. Any legal action will be brought in the venue specified by applicable Federal law.

MISCELLANEOUS. End-User may not assign or transfer its rights or obligations arising under this EULA to any third party, without the written consent by RES Software, and any such attempted assignment or transfer shall be void and without effect.

The failure of any party to enforce a provision of this EULA shall not constitute a waiver of such provision or any other provision or of the right of such party thereafter to enforce any provision of this EULA.

Copyright © on software and all Materials 1998-2013 Real Enterprise Solutions Development BV, P.O. Box 33, 5201 AA 's-Hertogenbosch, The Netherlands. RES and the RES Software Logo are either registered trademarks or service marks of Real Enterprise Solutions Nederland B.V. in Europe, the United States and other countries. RES Automation Manager, RES Workspace Manager, Workspace Virtualization Suite, Virtual Desktop Extender, RES IT Store and RES VDX are trade names of Real Enterprise Solutions Nederland B.V. in Europe, the United States and other countries. All other product and company names mentioned may be trademarks and/or service marks of their respective owners. Real Enterprise Solutions Development BV, The Netherlands has the following patents: U.S. Pat. "US 7,433,962", "US 7,565,652", "US 7,725,527", other patents pending or granted.

IN WITNESS WHEREOF, the parties hereto have caused this End User License Agreement to be executed by their respective duly authorized representatives

For: GSA Customer	For: RES Software
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature:
Version 20140226	

