

## **Appliance Warranty**

Warranty Coverage: Arcserve warrants to Customer that for all Products purchased by Customer pursuant to this Agreement shall be delivered product in good working order free from defects in workmanship. In the case of product arriving in non-conforming condition, Arcserve agrees to repair or replace said product as per the time period specified in Exhibit A.

Warranty Period: All warranty periods shall begin from the date a product is invoiced unless otherwise stipulated.

Exclusive Remedy: Customer and its customers' exclusive remedy and Arcserve sole liability is that Arcserve will remedy, repair or replace any Product that fails during the Warranty Period. Customer agrees that parts utilized in warranty services may be remanufactured and/or refurbished.

Limitations: The above warranties extend only to the Customer and are contingent upon proper use of the Product(s) as set forth in the Product(s) documentation and usage manual(s). The warranties will not apply to any failure caused by: (i) unusual physical, electrical or electromagnetic stress, in each case beyond the specifications provided in the Product(s) documentation; neglect; misuse; fluctuations in electrical power beyond specifications; failure of air conditioning or humidity control; (ii) any equipment of software used with the Product(s) that is not furnished by Arcserve or authorized in writing to be used by Arcserve; or (iii) installation, alteration or repair of the Product(s) by anyone other than Arcserve or as authorized in writing by Arcserve.

RMA Process: Under no circumstances shall Customer return any allegedly non-conforming Product to Arcserve except pursuant to a written Return Merchandise Authorization (RMA) issued by Arcserve. Instructions for the RMA are specified in Exhibit A.

## **Exhibit A**

### **Arcserve Warranty Service Policy**

Arcserve will provide a three (3) year limited depot repair warranty on the Appliance hardware products beginning on the invoice date.

### **Technical Support**

The Technical Support department is open Monday through Friday with a "follow the sun" methodology and can be contacted via the support contact details in the arcserve.com website. Arcserve will work with Customer to troubleshoot and diagnose Appliance product issues.

### **Warranty Depot Repair**

Under warranty depot repair, Appliance product(s) are shipped to Arcserve

### **RMA Information**

A valid RMA number is required to return any product to Arcserve. To obtain an RMA, Customer shall contact arcserve's Technical Support department. Arcserve reserves the right to use re-manufactured or

refurbished product to replace defective products. In the event an Appliance product has become end of life and is no longer available Arcserve will work with Customer to choose a mutually agreed upon replacement.

Ship all RMA's to:

Arcserve Support

Obtain Ship-to address from Customer Support

Attn: RMA (RMA number)

- The RMA number must be clearly marked on the outside of the packaging.
- All RMAs must be shipped using adequate packaging. Customer will contact arcserve support, if needed, for guidance on proper packaging.
- All RMAs should be shipped using a reputable carrier that offers package tracking and insurance.
- Any shipping damage or lost RMAs will be the responsibility of Customer.

#### Information for RMA Request:

- Product Serial number (this is typically a 12 digit number found on the back on the Product)
- Customer contact name, phone number, email
- Description of problem and any troubleshooting already performed
- Level of service requested (part to be replaced, full system replacement, etc.)
- Shipping service requested (if expedited, to what level)
- Shipping address

#### Defective parts return

- Must be received within 15 days of RMA issuance.
- All defective parts returned after 30 days of RMA issuance are subject to a 10% re-stocking fee
- After 45 days of RMA issuance the product is no longer returnable for credit

#### Turnaround Time

Note: All times are estimates and are not guaranteed. Times vary based on parts availability and the extent of the problem. Estimates represent repair time in business days and do not include shipping time.

- DOA Systems (3 – 5 days)
- Warranty Repair Systems (15 – 30 days)

#### Modified Components

Modifying a component voids the warranty with the manufacturer of that component. In the event Arcserve is requested to modify a component Customer assumes the responsibility to replace the modified component should it fail.

#### Shipping Charges

In the event an RMA is needed for a defective Appliance product, Arcserve will cover the cost for domestic UPS ground shipping to Customer or End User. All inbound domestic and international shipping

and outbound international shipping is the responsibility of Customer. Expedited shipping is available for an additional charge. In the event an Appliance product is returned and is deemed non-defective, warranty denied, or not authorized, there will be a charge to ship the Appliance product back to Customer. The cost of shipping will vary based on the returned item.

#### Shipping Damage

Arcserve provides transportation insurance for all shipments. If an item is damaged in shipping it is the responsibility of Customer to notify Arcserve of the shipping damage immediately. All original packaging must be retained for proper inspection in the claims process. Failure to retain original packaging or to contact Arcserve within 7 days of receipt of Product(s) may result in a denied claim. If a 3rd party shipping company is used, it is the responsibility of the 3rd party to handle the claims process and replacement product.

#### DOA Coverage

A Product is considered DOA if within the first 30 days of the Warranty any Appliance product or workmanship defects are present in the Appliance product supplied by Arcserve. Arcserve will cover the cost of domestic shipping to and from Customer or End User via the original ship method. (Definition of DOA: Any unit that will not boot up. All other issues upon receipt of unit are not considered DOA.)

#### Warranty Exclusions

While Arcserve provides a complete and comprehensive warranty there are items and special circumstances that are not covered by arcserve's warranty. Arcserve is not responsible for lost data on storage media such as hard drives, tape devices, and disk on modules. Any damage done due to these added components, is not covered by arcserve's warranty.

#### Items not covered:

- Components not provided by Arcserve
- Customer Supplied Product installed by Arcserve
- Products damaged by accident, misuse, abuse, improper handling, or environmental conditions
- Products that have been physically damaged, written on, or altered/reworked in any way
- Products that have been defaced or had their labels or serial tags removed
- Products that show evidence of tampering
- External components such as keyboards, mice, cables

#### Out of Warranty Repair

Out of Warranty Product(s) are not covered by Arcserve