

Nobilis Enterprise Server Extended Full Service Warranty Plan

1. ACTIVATION

This Service Plan is activated, and the below terms and conditions apply, on the date of shipment of the Equipment by the Manufacturer ("OEM"). User registration is **not required** to activate this Service Plan.

2. SERVICE PLAN

This Service Plan applies to on-site computer repair services that are available to you from Exelus, LLC ("Exelus") for the Equipment you purchased. Exelus shall provide to the User the services described in this Service Plan for a period of three (3) years.

3. COVERAGE

(1) To obtain performance under this Service Plan, an End User should call Exelus at their toll-free number **866-668-2773** and report the nature of the problem with the Equipment. Only representatives of Exelus or authorized Exelus service providers may perform repairs on the Equipment under this Service Plan. (2) During the Service Plan Period, Exelus will repair or replace, at the option of Exelus, any Equipment having a defect in material or workmanship. All replacement parts shall be provided by the OEM at no cost to End User. Exelus will return the Equipment to a like factory shipped condition. Exelus will not reload User's software. Circumstances may, however, require the reloading of the operating system as originally installed by the Manufacturer. Replacement parts are new or like-new (tested equivalent to new). Exelus may provide replacement parts made by various manufacturers when supplying parts to User. All replacement parts shall also be covered under this Service Plan for the remainder of the Service Plan Period or thirty (30) days (whichever is longer) and OEM warrants that replacement parts will be interchangeable with the parts they are to replace, and will conform to the specifications current when they are shipped. (3) Some problems or defects may require Exelus to **reformat or replace** a Hard Disk Drive. Under such circumstances **all data** on the disk drive **may be lost**. The User is **solely responsible** for the security of User's data. Neither Exelus nor the authorized Exelus service providers **shall be liable** for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Plan or resulting from the services performed hereunder. **Exelus strongly advises End User to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure.** Exelus service providers are required to return all replaced and/or unused components **including Hard Disk Drives**. Users that intend to keep a failed Hard Disk Drive to attempt data recovery or protect the data must make arrangements to purchase a replacement Hard Disk Drive prior to the service incident. Neither Exelus nor the OEM will accept the failed Hard Disk Drive after the service incident has been closed. (4) Exelus representatives will initially attempt to diagnose problems over the telephone. Telephone technical services are available on the Exelus toll-free service line, **866-668-2773**, during normal business hours (**7 AM to 7 PM CST**) Monday through Friday.

4. EXCLUSIONS

This Service Plan does not include: (1) Service or replacement of peripherals including, but not limited to, keyboards, mice, monitors, scanners, speaker sets, external drives, backup media, power protection devices, or Equipment specified by the OEM as special, non-stock, or custom ordered goods. These items may be warranted by the OEM or Manufacturer; (2) Installation or set-up of the Equipment; (3) Service needed as a result of moving the Equipment; (4) Physical and/or cosmetic damage to the exterior surface or housing of the Equipment; (5) Problems resulting from negligence, misuse, abuse, or other physical casualty to the Equipment; improper maintenance; electrical disturbances; acts of nature; or work, attachments, additions, alterations, or modifications by persons other than qualified service providers; (6) Service needed as a result of improper operating environment; (7) Any problem not involving a defect in the Equipment hardware, including, but not limited to software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, and operating system problems and errors; (8) Any problem deemed by Exelus, in its sole discretion, that cannot be solved by on-site replacement of defective Equipment hardware; or (9) Use of any item with the Equipment if the item is not designated by the OEM for use with the Equipment.

5. RESPONSIBILITIES OF USER

User shall: (1) operate the Equipment in an environment meeting the OEM's specifications; (2) protect the supply of electricity to the Equipment through the use of **appropriate surge protection** devices; (3) comply with the OEM's operating manual; (4) if you are experiencing hardware difficulties and are receiving diagnostic messages, print out or make note of the error message and communicate it to an Exelus help desk technician; (5) permit no work on the Equipment except by qualified service providers who are properly trained; (6) have an adult representative present whenever Exelus provides support services; (7) perform such diagnostic procedures or programs as requested by an authorized Exelus representative; (8) safeguard and deliver to an authorized Exelus service provider all replacement parts and/or accessories shipped by the Manufacturer to End User. Either the part(s) to be replaced or the replacement part(s) or item(s) shipped to End User **must be returned** to the Service Provider **at the time of service**. End User assumes **financial responsibility** for all parts and accessories, including, but not limited to, cables, diskettes, manuals and other accessories bundled with component(s), shipped to User until the items or parts replaced are returned to the Service Provider. User may be required to supply a valid credit card number and expiration date (i.e. VISA or Master Card) to secure reimbursement to the OEM in the event of physical or cosmetic damage and/or all defective or unused parts, components and accessories are not returned to the Service Provider at the time of service.

6. TRANSFER OF SERVICE PLAN

This Service Plan may be transferred at any time during the original term hereof. The transferee succeeds to the remaining term of the Service Plan.

7. LIMITATION OF LIABILITY

NEITHER EXELUS NOR ITS AUTHORIZED SERVICE PROVIDERS HAVE ANY LIABILITY TO USER(S) FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS OR DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES OR INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF EXELUS OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS AND AGREES THAT EXELUS AND/OR ITS AUTHORIZED SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND DATA. YOUR SOLE REMEDY AGAINST EXELUS OR ITS AUTHORIZED SERVICE PROVIDERS IS LIMITED TO THE COST OF REPLACING THE DEFECTIVE EQUIPMENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR THIS SERVICE PLAN. LAWS VARY FROM STATE TO STATE SO THE ABOVE LIMITATIONS MAY NOT APPLY.

8. PARTS AVAILABILITY

Because of the rapid development of technology in the computer industry, or for other reasons, a particular part may not be available from the OEM. In such an event, Exelus will make reasonable efforts to locate a compatible replacement part(s) from other sources. If Exelus cannot locate a compatible replacement part(s), then, if possible, Exelus will offer to upgrade User's system to the least expensive configuration that can be serviced. If User elects to accept the offer to upgrade, then User shall repay Exelus for the cost of the upgrade. In the event User chooses not to accept the upgrade Exelus shall not be responsible to make repairs under this Service Plan.

9. MISCELLANEOUS

This Service Plan shall be governed by and construed in accordance with the laws of the State of Minnesota. If any provision of this Service Plan is void or unenforceable, the parties agree to delete it and agree that the remainder of this Service Plan will continue to be in effect. Exelus may assign this Agreement to any entity owned or controlled by Exelus LLC. This Service Plan contains the entire understanding of the parties and supersedes all previous verbal and written agreements with regard to the subject hereof. No term or condition of any purchase order or other writing issued by User inconsistent with this Service Plan will be binding upon Exelus.