

Nobilis Enterprise Server Combined Full Service Warranty Plan

Equus Computer Systems (hereinafter referred to as Equus) warrants to the original purchaser that this computer will be free from defects in materials and workmanship for a period of three (3) years from the date of invoice. Equus will provide the End User with on-site service to repair/replace defective component(s) during the first year of the warranty period. On-site service will not be provided during years two (2) or three (3) of this warranty period. This warranty applies to the components comprising the system unit, including: CPU, motherboard, memory, hard drive, floppy drive, video card, cd-rom drive, faxmodem, keyboard, mouse, case, power supply and other standard internal components normally carried and offered for sale by Equus.

Monitors, scanners, speaker sets, external drives, backup media and power protection devices are covered under their respective manufacturer's warranties.

All component items not normally carried and offered for sale by Equus or otherwise identified as "special order" or "non-stock" are covered under their respective manufacturer's warranties. Customer assumes full responsibility of working with the original manufacturer to resolve any warranty issues for "special order" or "non-stock" items.

This warranty is a limited warranty and; as the sole remedy for a breach of this warranty, Equus will, at its discretion, repair or replace defective components with new or like new (tested equivalent to new) components of equivalent or better performance.

End User is responsible for operating the Equipment in an environment meeting the OEM's specifications; protecting the supply of electricity to the Equipment through the use of **appropriate surge protection** devices; complying with the OEM's operating manual; if you are experiencing hardware difficulties and are receiving diagnostic messages, print out or make note of the error message and communicate it to a help desk technician; permit no work on the Equipment except by qualified service providers who are properly trained; have an adult representative present during a service incident; perform such diagnostic procedures or programs as requested by an authorized Service Provider or help desk technician; safeguard and deliver to the 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 End User until the items or parts replaced are returned to the Service Provider. End 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.

To obtain performance during the first year of the warranty period, an End User should contact Exelus 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. 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 warranty for the remainder of the warranty 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. 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.

To obtain performance under this warranty during the second and third year, an End User should contact their Value Added Reseller (VAR). VAR's must contact Equus and request a Return Material Authorization (RMA) for replacement component(s) prior to the service incident. Telephone technical services are available on the Equus toll-free service line, **800-576-7929**, during normal business hours (**7 AM to 7 PM CST**) Monday through Friday.

Some problems or defects may require Service Provider to **reformat or replace** a Hard Disk Drive. Under such circumstances **all data** on the disk drive **may be lost**. Customer is **solely responsible** for the security of data. Equus **shall not** be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Warranty. **Equus strongly advises Customer to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure.** Customers that intend to keep a failed Hard Disk Drive to attempt data recovery or protect/secure the data must make arrangements to purchase a replacement Hard Disk Drive. Equus **will not** accept the failed Hard Disk Drive after the service incident has closed.

Component failures that have, in the sole opinion of Equus, failed because of damage caused by accident, misuse, mishandling, misapplication, lack of proper maintenance or act of God/Nature, are not covered by this warranty and the Service Provider will be invoiced at replacement cost.

EQUUS IS NOT LIABLE AND SPECIFICALLY DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF THIS WARRANTY PLAN OR FOR ANY SOFTWARE OR DATA THAT MAY BE LOST DUE TO HARDWARE FAILURE.

In order to take advantage of this warranty, the Customer/End User must provide a valid proof of warranty purchase.

This warranty will be void if, in the sole opinion of Equus, the product has been damaged by accident, misuse, misapplication, lack of proper maintenance or act of God/Nature.

Hardware additions, software not preinstalled by Equus, upgrades, modifications, or configuration changes done by the Customer/End User are not covered by this warranty.

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, EQUUS DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

This warranty gives you specific legal rights which may vary from state to state.