

Pointer Systems Warranty Information

Introduction

This document contains warranty information for Pointer Systems Server and Storage Products.

Limited Warranty

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

Pointer Systems guarantees that the Pointer Systems Hardware Products that you have purchased from Pointer Systems 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 from Pointer Systems. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of purchase. You may be required to provide proof of purchase 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 Pointer Systems Hardware Product is required within the Limited Warranty Period.

During the Limited Warranty Period, Pointer Systems 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 Pointer Systems. In the unlikely event that your Pointer Systems Hardware Product has recurring failures, Pointer Systems, at its sole discretion, may elect to provide you with a replacement unit that is the same or equivalent to your Pointer Systems Hardware Product in performance. 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 Pointer Systems or, Pointer Systems' Authorised Service Providers, and therefore chargeable to the requester.

Unless otherwise stated, and to the extent permitted by local law, new Pointer Systems Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Pointer Systems may repair or replace Pointer Systems 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 Pointer Systems 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 a Pointer Systems component, Pointer Systems will bring the firmware up to the latest revision 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 software to keep it synchronised with the new firmware releases.

Pointer Systems 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. Pointer Systems' 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.

The procedure for handling returned units is as follows:

1. The documents accompanying a returned item, record the system name, the serial number of the machine it was removed from and a description of the fault.
2. Using the first two pieces of information for warranty verification only, the unit is then transferred to Pointer Systems in Belgium.
3. The repair of the item in no way depends on Pointer Systems' ability to read any user data contained on the disk.
4. During the testing/repair cycle, the disks will have a destructive pattern written onto them that will erase all previously held user data.
5. If the media is damaged, it is removed and scrapped.

Note:

Pointer Systems 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.

- All marking and/or branding of Pointer Systems products must be removable. If the marked or branded product cannot be refurbished by Pointer Systems 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

Pointer Systems does not guarantee that the operation of this product will be uninterrupted or error-free. Pointer Systems is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the Pointer Systems 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 Pointer Systems
- (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) Pointer Systems
- (ii) an Pointer Systems Authorized Service Provider

Pointer Systems IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. Pointer Systems IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA.

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

Pointer Systems is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by Pointer Systems are used; (2) configurations not supported by Pointer Systems are used; (3) parts intended for one system are installed in another system of different make or model.

Limitation of liability

If the Pointer Systems Hardware Product fails to work as warranted above, Pointer Systems 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 Pointer Systems 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. Pointer Systems 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 Pointer Systems, or an authorized representative of Pointer Systems, 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 country to country. You are advised to consult applicable state or country laws for a full determination of rights.

If Pointer Systems determines that damage/failure that exists is not covered by the warranty -- i.e. failure of Non-Pointer Systems 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 Pointer Systems Hardware Product should be returned to the end user as received. All associated transportation and handling costs are charged to the customer.

Pointer Systems' warranty obligation extends only to products, options, and parts manufactured or distributed by Pointer Systems.

Customer responsibilities

To enable Pointer Systems 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 Pointer Systems Hardware Product in accordance with the instructions furnished.
- Verify configurations, load most recent firmware, install software patches, run Pointer Systems' diagnostics and utilities, and implement temporary procedures or workarounds provided by Pointer Systems while Pointer Systems works on permanent solutions.
- Allow Pointer Systems 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 Pointer Systems. Additionally, you will:

- Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by Pointer Systems.
- Install, maintain, and support Proprietary Service Tools, including any required updates and patches.
- Provide remote connectivity through a Pointer Systems-approved communications line, if required.
- Assist Pointer Systems in running the Proprietary Service Tools.
- Use the electronic data transfer capability to inform Pointer Systems of events identified by the software.
- Purchase Pointer Systems-specified remote connection hardware for systems with remote diagnosis service, if required.
- Return the Proprietary Service Tools or allow Pointer Systems 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, Pointer Systems 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 Pointer Systems remote support solutions where applicable. Pointer Systems strongly encourages you to use available support technologies provided by Pointer Systems. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with Pointer Systems 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 Pointer Systems 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 Pointer Systems Hardware Product under warranty support.
- Notify Pointer Systems if you use Pointer Systems Hardware Products in an environment that poses a potential health or safety hazard to Pointer Systems employees or subcontractors. Pointer Systems may require you to maintain such products under Pointer Systems 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 Pointer Systems 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 Pointer Systems Hardware Product you have purchased:

Customer Self Repair

Pointer Systems 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, Pointer Systems identifies that the repair can be accomplished by the use of a CSR part, Pointer Systems 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 Pointer Systems 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 Pointer Systems 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 Pointer Systems Technical Support Center and a technician will help you over the phone. A defective part must always be returned to Pointer Systems 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 will result in Pointer Systems billing you for the replacement. With a customer self repair, Pointer Systems will only pay the shipping costs for the replacement parts.

Carry-in Warranty Service

Your Pointer Systems Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your Pointer Systems Hardware Product to Pointer Systems 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 Pointer Systems, and you assume risk of loss during shipping.

On-site Warranty Service

Your Pointer Systems Limited Warranty may include an on-site warranty service. Under the terms of on-site service, Pointer Systems may, at its sole discretion, determine if a defect can be repaired:

- Remotely
- By use of a CSR part
- By a service call at the location of the defective unit

If Pointer Systems 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 Pointer Systems Hardware Product you purchased. Standard office hours are typically 09:00 to 12:30 and 13:30 to 18:00, Monday through Thursday, and Friday 09:00 to 12:30 and 13:30 to 16:00. 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. In order to receive on-site support, you must:

- Have a representative present when Pointer Systems provides warranty services at your site
- Notify Pointer Systems if products are being used in an environment which poses a potential health or safety hazard to Pointer Systems employees or subcontractors
- Subject to its reasonable security requirements, provide Pointer Systems with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by Pointer Systems 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

Options Limited Warranty

The Limited Warranty terms and conditions for most Pointer Systems Server & Storage Solutions options (Pointer Systems Option) are as set forth in the Limited Warranty applicable to the Pointer Systems Option and are included in the Pointer Systems Option product packaging. If your Pointer Systems Option is installed in an Pointer Systems Hardware Product, Pointer Systems may provide warranty service for either the period specified in the warranty documents (Pointer Systems Option Limited Warranty Period) that shipped with the Pointer Systems Option or for the remaining warranty period of the Pointer Systems Hardware Product in which the Pointer Systems 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 Pointer Systems Option will not exceed three (3) years from the date you purchased the Pointer Systems Option. The Pointer Systems Option Limited Warranty Period starts from the date of purchase from Pointer Systems. Your dated sales or delivery receipt, showing the date of purchase of the Pointer Systems Option, is your warranty start date. See your Pointer Systems Option Limited Warranty for more details. Non-Pointer Systems options are provided "AS IS". However, non-Pointer Systems manufacturers and suppliers may provide warranties directly to you.

Spare Parts

All Pointer Systems spare parts (see Notes 1 and 2 below) that are used to replace defective parts in a Pointer Systems Hardware Product are entitled to:

1. the remaining service period of the product in which it is installed; or
2. 90 days parts replacement warranty, whichever is greater.

This may include free on-site repair if the Pointer Systems product is entitled to on-site warranty. See Warranty Services Table section for more details.

NOTE 1: The replacement spare part must be a genuine Pointer Systems spare part.

NOTE 2: This does not include spare Rechargeable Battery Packs. Spare Rechargeable Battery Packs are entitled to a 12 month warranty.

NOTE: Spare Part, provided that the replacement part is a genuine Pointer Systems 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.

Pointer Systems' warranty service delivery methods

Pointer Systems delivers warranty service on Pointer Systems products via several delivery methods. Warranty service is provided during normal business hours, excluding local holidays, and is based on commercially reasonable efforts by Pointer Systems. Unless otherwise stated, all responses are measured from the time the customer calls Pointer Systems or until Pointer Systems has established a mutually acceptable time for support to be performed.

The definitions of Pointer Systems' Warranty Service Delivery methods are detailed below:

On-site 8 hour Repair 24x7 Hardware Only: Pointer Systems aims to ensure that a customer hardware problem will be resolved within 8 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 Pointer Systems has begun to provide support or remote diagnostics. This service is available on a 24 hour x 7 day basis with a work through until resolution of the problem.

On-site 8 hour Repair 9x5 Hardware Only: Pointer Systems aims to ensure that a customer hardware problem will be resolved within 8 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 Pointer Systems has begun to provide support or remote diagnostics. This service is available on a 9 hour x 5 day basis with a work through until resolution of the problem.

For example: Customer reports the failure of a Pointer Systems Hardware Product at any time during business hours on Monday, the Pointer Systems Hardware Product will be repaired maximum 8 hours later.

On-site 4 hour Response 9x5 Hardware Only: Pointer Systems aims to ensure that an engineer will go on-site within 4 business hours, from Monday till Friday during standard office 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 Pointer Systems has begun to provide support or remote diagnostics.

For example: Customer reports the failure of a hard drive at any time during business hours on Monday, a spare hard drive will be delivered maximum 4 business hours later, unless unforeseen circumstances arise.

On-site Next Business Day Response 9x5 Hardware Only: Pointer Systems aims to ensure that an engineer will go on-site by the end of the next business day, from Monday till Friday during standard office 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 Pointer Systems has begun to provide support or remote diagnostics.

For example: Customer reports the failure of a hard drive at any time during business hours on Monday, a spare hard drive will be delivered by the end of business day on Tuesday, unless unforeseen circumstances arise.

Advanced Warranty Parts Replacement Hardware Only: Pointer Systems aims to ensure that the Pointer Systems Hardware Product will be operational and available within maximum one business day following arrival of the faulty equipment at the Pointer Systems Repair Center.

For example: Customer delivers a faulty product to the Pointer Systems Repair Center at any time during business hours on Monday, the product will be available for collection by the end of business day on Tuesday.

Pointer Systems Extended or Upgraded Services Information

Pointer Systems also offers extended/upgraded services under the name of Warranty Service Pack. Different Warranty Service Pack services are available to cover most current Pointer Systems Server & Storage Solutions products. It is the customer's responsibility to register each Warranty Service Pack with Pointer Systems so that the related hardware is allocated the correct extended/upgraded service.

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 Pointer Systems are provided "AS IS" and with all faults, and Pointer Systems hereby disclaims all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, 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 Pointer Systems 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 Pointer Systems 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.

Pointer Systems' only warranty obligations with respect to software distributed by Pointer Systems under the Pointer Systems brand name are set forth in the applicable end-user license or program license agreement provided with that software.

It is your responsibility to contact non-Pointer Systems manufacturers or suppliers for their warranty support.

Freeware operating systems and applications

Pointer Systems does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with Pointer Systems Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your Pointer Systems Hardware Product.

Support for initial setup

Electronic or telephone support for initial setup is available from Pointer Systems for ninety (90) days from date of purchase. Please contact your authorized reseller for more details.

Support includes:

- Answering installation questions (how-to, first steps, and prerequisites).
- Interpreting system error messages.
- Isolating system problems.
- Obtaining support pack information or updates for software purchased or supplied with Pointer Systems Hardware Products.

Support does NOT include assistance with:

- Generating or diagnosing user-generated programs or source codes.
- Installation of non-Pointer Systems products.
- System optimization, customization, and network configuration.

Pointer Systems Server and Storage Products Services Division