



## Warranty Program SERVICE & SUPPORT

# **DATABeast®**

### Warranty General Terms

Nexsan warrants that its Hardware Products are free from defects in material and workmanship for 1 year 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 1 year. 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 the Nexsan SupportWeb page for complete information on how to contact your nearest 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 warrants that the software portion of its Products, when delivered and properly installed at customer site, will perform in accordance with Nexsan's published Specification, except for non-material aesthetic aspects. Nexsan will replace any defective media item within ten (10) business days after delivery. Nexsan does not warrant that the functions contained in the Software will meet any requirements beyond the Product Specifications, or that the operation of the software will be uninterrupted or error free. Nexsan makes no representation as to the suitability of Software supplied as to fitness for a particular purpose.

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 at [www.Nexsan.com](http://www.Nexsan.com) and may only be available if the system has been registered through the on-line or GUI process.

The DATABeast appliance being sold has all stated DATABeast software and Solaris software pre-installed. The hardware portion of the appliance is being sold to Licensee, but all software is licensed. (A License Agreement is available for review from Nexsan. Please refer to that document for Terms and Conditions of DATABeast licensing)

LICENSOR warrants that it is authorized to grant the License to the Software herein to the Licensee and that the Software will, when delivered and properly installed, perform materially in accordance with the documentation provided by LICENSOR. LICENSOR will replace any defective media item within 30 days after delivery. Any consulting or other services provided by LICENSOR are on a best efforts basis. LICENSOR does not warrant that any of the Items will meet the specific needs of the Licensee.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. LICENSOR SPECIFICALLY DENIES ANY IMPLIED OR EXPRESS REPRESENTATION THAT: (i) ANY OF THE ITEMS WILL FIT THE LICENSEE'S REQUIREMENTS; (ii) THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE; OR (iii) LICENSOR CAN HAVE ALL PROGRAM DEFECTS CORRECTED.

Nexsan requires that customers select one of its expanded DATABeast On-site support options on all DATABeast systems (excluding OEM versions). These options include annual software maintenance, hardware service and telephone technical services. There are two options available for DATABeast.

1. Basic Support NBD Support program:
  - Hardware support is Next Business Day On-site
  - All support is done during standard Nexsan Business Hours, 8:00AM to 5:00PM Monday through Friday, at the Nexsan Regional Support Center nearest to the product location
  - Basic Support NBD does not include after hours phone or email support
2. 7x24X4 On-site Support program:
  - 7 days per week, 24 hours a day support with a 4-hour response on-site service for Break fix issues, excluding major holidays.
  - Nexsan will provide telephone support during and after business hours for hardware replacements. Nexsan support engineers will diagnose the issue, by-pass or temporary fix to a reported defect until the reported defect can be permanently corrected.

- Nexsan will use commercially reasonable efforts to respond to requests from customer for support as follows:
  - Severity Type 1 – Item not operational: Initial response within four (4) hours of initial contact with continuous reasonable effort by Nexsan Support until resolution complete. If the failure is determined to be hardware related, Nexsan support engineers will upon diagnosis dispatch a technician for parts replacement within (4) hours.
  - Severity Type 2 - Item operational using temporary work around or in a rebuild condition to a spare drive: Initial response by next business day of initial contact with continuous effort by Nexsan Support during its normal business hours until resolution is complete.

During the warranty period all on-site support is provided via a third party provider. All on-site services are break-fix services and do not include standard administration issues, software or OS support. Software and OS support are provided directly by Nexsan Technical Services as a remote service during the hours provided in the option selected.

Standard Warranty provisions for any Nexsan Storage product incorporated into a DATABeast will apply. However, Nexsan requires that all components of a DATABeast appliance be at the same coverage level for each installed site. When adding any Nexsan Storage array to a DATABeast an On-site Upgrade must be purchased to correspond to the parent DATABeast appliance.

Available Support Upgrades: See the Nexsan Support Web page for details of these offerings:

- 7x24 Telephone Technical Support (add to NBD on site support)
- On-Site Spares Kit (OSSK)
- Nexsan Professional Services