



## **Enterprise EQCare Limited Warranty and Service Plan Terms and Conditions**

### **Enterprise EQCare Client and EQCare Server Limited Warranty**

Equus Computer Systems, Inc. (hereinafter referred to as "Equus") warrants to the original enterprise purchaser (hereinafter referred to as "Customer") that the Equus computer hardware product(s) specified on Customer's invoice (hereinafter referred to as "System") will be free from defects in materials and workmanship under normal use in accordance with Equus' published guidelines for a period that begins, for new System purchases, at the time of original System invoice date, and for warranty extensions, at the end of the existing warranty period, and will continue for the warranty period purchased (hereinafter referred to as "Warranty Plan Period"). This warranty applies to the hardware components comprising the System, including: CPU, motherboard, memory, hard drive, solid state drive, optical drive, case, power supply, and other standard internal components normally carried and offered for sale by Equus.

For ALL warranty related service work, Customer must contact Equus to open a support case and obtain a Return Merchandise Authorization (RMA) number prior to shipping any System or components back to Equus. The RMA number must be clearly marked on the outside of the shipping package. Equus will reject any inbound shipments that do not have an RMA number clearly marked on the outside of the package.

After diagnostics and issuance of RMA, at Equus' discretion, the System can be shipped to an Equus service center for repair, or Equus will dispatch replacement components to Customer, via ground shipping service for client Systems or Next Business Day (NBD) shipping service for server Systems, for Customer to replace defective components within the System. Equus will, at its discretion, utilize new or like new (refurbished, tested equivalent to new) components of equivalent or better performance.

For components dispatched to Customer for field repair, Customer will be invoiced for components then credited back once failed components have been received back at Equus. Customer is responsible for packaging and delivering the failed component, freight prepaid for client Systems or freight paid by Equus for server Systems, to an Equus service center. If the component is not returned to Equus or is damaged due to negligence, shipping damage, improper shipment packing or improper component handling, Customer is financially responsible for the non-returned or damaged component.

For a System bench repair at Equus' service center, Customer is responsible for packaging and delivering the System freight prepaid to an Equus service center. Equus will repair the System at no additional cost and within a period of time deemed reasonable by Equus and return the System to Customer via ground shipping service unless Customer upgrades the shipping mode at Customer's expense.

Within 30 days of the original System invoice date, Customer may increase or decrease the Warranty Plan Period on a System by contacting its Equus sales representative. Additional charges may apply.

After 30 days of the original System invoice date, Customer may purchase a warranty extension (“Warranty Extension”), if offered for a particular System by Equus. Warranty extensions will extend the System warranty for the duration purchased to begin in concurrence with the end of the original Warranty Period. Warranty Extensions cannot be purchased if the original warranty has expired. Equus reserves the right to not offer a Warranty Extension on any Systems for any reason in its sole discretion.

Any and all components purchased from Equus, but not installed in a System by Equus are covered under the respective manufacturer’s warranties only. No Equus warranty is offered on these components.

All integrated battery products including CMOS and controller cache backup (BBU) within Systems are limited to a 1-year depot warranty.

Any component listed on an Equus invoice that does not align with Equus’ part number scheme of “AA1234” or “AAA123” or otherwise identified as “special order” or “non-stock” are only covered under the 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.

Some problems or defects associated with components (e.g. graphic cards, NICs, I/O controllers, CPUs) may require troubleshooting the component in the System prior to replacement. Customer agrees to troubleshoot the issue and provide relevant details to Equus and or the component manufacturer prior to return or replacement. If Customer is unable or unwilling to assist with troubleshooting, replacement of the suspected component may be delayed or denied.

For Systems with integrated LCD screens including but not limited to notebook PCs, tablet PCs, all-in-one PCs, servers and storage Systems, Equus will repair the LCD or replace the System at Equus’ discretion if the number of unlit pixels (bright or dark pixels) exceeds five (5) pixels.

Customer must notify Equus of any DOA (“Dead On Arrival”) System issues within 30 days of original System invoice date. Customer must work with Equus to troubleshoot issues prior to return of any DOA System. DOA remedies at Equus’ discretion include: dispatching of replacement components for Customer field repair, dispatch of a replacement System, or return for credit.

Equus reserves the right to return any No Problem Found (NPF) components or Systems back to Customer and may charge for any associated diagnostic work and/or shipping costs.

At the expiration of the Warranty Plan Period, Equus may provide additional out-of-warranty services on the System to Customer on a time and materials basis. Equus will attempt to repair the System to the extent possible. Customer is responsible for charges associated with an out-of-warranty service event including: all shipping (both directions), service labor, parts and other charges.

In order to take advantage of this warranty, Customer must provide a valid proof of warranty purchase by providing a valid System serial number to Equus.

This warranty will be void if, in the sole opinion of Equus, the System has been damaged by misuse, accident, abnormal use, improper return packaging, improper handling, neglect, abuse, alteration, improper installation, unauthorized modification, improper testing or causes external to the System such as, but not limited to, excessive heat or humidity, power failures, liquid exposure, power surges, lightning, or acts of God/Nature. Any unauthorized post-System sale hardware additions, upgrades,

modifications, or configuration changes done by Customer (or by a third party on Customer's behalf) are not covered by this warranty.

Warranties on Systems may be transferred if the current Customer transfers ownership of the System and requests transfer of the warranty with Equus. All requests to transfer warranties are at Equus' sole discretion and such transfers will be subject to the terms and conditions of the original warranty and limited to the duration of the remaining Warranty Period.

### Warranty and Service Plan Level Descriptions

Warranty or Service Plan Level Option	Coverage Description	Coverage Window	Response Time
EQCare Client Warranty	Depot based repair with advance cross-ship component replacement self-service option	Standard business hours, standard business days: Service is available 12 hours per day between 7:00 a.m. and 7:00 p.m. CST, Monday through Friday, excluding holidays	Depot repair service level target is 10 business days*  Advanced parts replacement is shipped ground**
EQCare Server Warranty	Depot based repair with advance cross-ship component replacement self-service option	24x7: Phone support available 24 hours per day, 7 days per week, including holidays	Depot repair service level target is 10 business days*  Advanced parts replacement is shipped next business day**
EQCare Plus Service Plan	Next business day on-site repair service with advance cross-ship component replacement	24x7: Phone support available 24 hours per day, 7 days per week, including holidays	Advanced parts replacement is shipped next business day**  A technician will be dispatched to arrive on the next business day after parts are confirmed shipped
EQCare Premium Service Plan	4-hour** on-site repair service with advance cross-ship component replacement	24x7: Service is available 24 hours per day, 7 days per week, including holidays	A technician and parts will be dispatched to arrive within 4 hours** of problem determination

\*Depot repair target starts on day System is received at Equus' repair location and is based on parts availability. In some cases, additional time is needed to repair a System.

\*\*Parts delivery and on-site service target time begins when a diagnosis has been completed through remote troubleshooting with an Equus Customer Technical Support Representative. Diagnosis must be complete by 1PM local time to guarantee next business day parts delivery and on-site tech services.

## **Enterprise EQCare Plus and EQCare Premium Service Plans**

These service plans (each a “Service Plan”) apply to computer repair services purchased by Customer from Equus for the System purchased. Equus shall provide to Customer the services described in the applicable Service Plan for a period that begins, for new System purchases, at the time of original System invoice date, and for Service Plan extensions, at the end of the existing Service Plan, and will continue for the Service Plan period purchased (hereinafter referred to as “Service Plan Period”).

Equus will provide the hardware support features for covered hardware Systems.

Hardware support coverage windows and response times will apply to covered hardware Systems.

All coverage windows are subject to local availability. System eligibility may vary. Contact an Equus sales representative for detailed information on service availability and System eligibility.

Incidents with covered Systems can be reported to Equus via Phone, e-mail, or web portal 24 hours a day, 7 days a week.

Equus will send authorized personnel to the registered installation site to work on the problem after Equus has isolated the problem and deemed onsite service response necessary.

Initial onsite service response objective is based on the option purchased by Customer and is applicable after Equus deems onsite service response is necessary.

EQCare Plus Next Business Day on-site service response:

- Typically arrives on-site on the next business day after completion of telephone-based troubleshooting.
- Available on standard business days and does not include weekends or holidays.
- Parts may be shipped using overnight delivery.
- Contingent upon Equus’ ability to define if the issue is a Severity 1 or 2 upon remote support initial diagnosis.

EQCare Premium 4-Hour on-site service response:

- Typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.
- Available seven days each week, twenty-four hours each day - including holidays.
- 4-Hour parts locations stock essential operational components, as determined by Equus. Non-essential parts may be shipped using overnight delivery.
- Contingent upon Equus’ ability to define if the issue is a Severity 1 upon remote support initial diagnosis.

Upon contact, Equus Customer Support will assist in determining the Severity Level of the incident. Once the Severity Level has been determined, Customer Support will assist with troubleshooting, obtaining replacement components, scheduling and On-Site Service Technician, or other necessary support actions to restore the System to full functionality. Systems with Level 1 (Critical) Severity will receive highest priority.

Level 1 – Critical. The System is completely down or unresponsive and requires immediate support action.

Level 2 – High Severity. The System is degraded in a way that severely impacts functionality or business operations.

Level 3 – Medium/Low Severity. The System is degraded in a way that has no or little impact to the functionality and/or business operations.

All On-Site Service Technicians will make commercially reasonable efforts to arrive on-site at their earliest availability. Locations within 50 miles qualify for Next Business Day and 4-Hour dispatch. If the System location is further than 50 miles from Equus' nearest Service Depot, additional time may be required to schedule an On-Site Service Technician.

0-50 miles from Service Depot:

- Coverage time based on Service Plan purchased

51-100 miles from Service Depot:

- One Additional Coverage Day Minimum

100+ miles from Service Depot:

- Subject to On-Site Service Technician availability

The Service Plan is activated as of the original System invoice date. However, Customer must register the System's final destination address with Equus to ensure proximity to an On-Site Service Technician. System final destination addresses that are not registered with Equus by Customer will be supported using commercially reasonable efforts, but will not commit to next business day service. If at any time the System is moved from its originally registered location, Customer must notify Equus within 30 calendar days in advance of the System move in order to verify on-site coverage capability at the new location. If not so notified, Equus will make commercially reasonable efforts to service the System, but will not commit original response time agreements, and reserves the right to refuse coverage and/or increase the Service Plan price of that System at the new location.

## **RESPONSIBILITIES OF CUSTOMER**

Customer shall:

1. Operate the System in an environment meeting Equus' specifications for thermal, humidity and power;
2. Protect/condition the supply of electricity to the System through the use of appropriate surge protection devices;
3. Comply with Equus' operating manual;
4. If experiencing hardware difficulties and are receiving diagnostic messages or logs, print out or make note of the specific error messages and communicate them to an Equus help desk technician;
5. Have an adult representative present whenever Equus provides phone or onsite services under the Service Plan;

6. Perform such diagnostic procedures or programs as requested by Equus or an authorized Equus service provider prior to or when on-site;
7. Safeguard and deliver to an authorized Equus service provider all replacement parts and/or accessories shipped by Equus to Customer upon authorized Equus service provider's arrival to the service location;
8. Return the component(s) to be replaced or the replacement component(s) or item(s) shipped to Customer to Equus;
9. Assume financial responsibility for all replacement and failed parts and accessories, including, but not limited to, cables, manuals and other accessories bundled with component(s).

**SERVICE PLAN EXCLUSIONS:**

Service Plans do not include:

1. Service or replacement of peripherals including, but not limited to, monitors, keyboards, mice, scanners, printers, speakers, external drives, backup media, video adapters, external cables, power protection devices (UPSs and power strips);
2. Coverage for any component listed on the Equus invoice that does not align with Equus' part number scheme of "AA1234" or "AAA123" or otherwise identified as "special order" or "non-stock" which are only covered under their respective manufacturer's warranties;
3. Integrated battery products including CMOS, disk controller cache backup (BBU) batteries within Systems are covered during the first year of the Service Plan only. Battery components coverage beyond the first year of the Service Plan are only covered by the respective component manufacturer's warranty;
4. Installation or set-up of the System;
5. Service needed as a result of moving the System;
6. Physical and/or cosmetic damage to the exterior surface or housing of the System;
7. Service needed if the System has been damaged by misuse, accident, abnormal use, improper handling, neglect, abuse, alteration, improper installation, unauthorized modification, improper testing or causes external to the System such as, but not limited to, excessive heat or humidity, power failures, liquid exposure, power surges, lightning, or acts of God/Nature;
8. Only post-System-sale hardware additions, hardware upgrades, hardware modifications, or hardware configuration changes purchased from Equus are covered by the Service Plan;
9. Any problem/issues not involving a defect in the System hardware, including, but not limited to software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, application software, non-Equus installed operating systems, non-Equus installed management software;
10. If any failure cannot be resolved by an on-site replacement of a failed component, as determined by Equus in its sole discretion, Equus may require Customer to return the entire System to Equus for diagnostic testing and repair;
11. Use of any component in the System if the component is not purchased with the original System, or designated by Equus for use with the System.

Equus will only perform work related to the hardware failure identified in the original Equus support case. Any additional work that is requested will be billed to Customer under Equus' time and materials

billing rates. Equus will only go on-site to repair the System if prompt access to the System can be accommodated, including granting security and facility access.

Equus reserves the right to invoice Customer under Equus' time and materials billing rates for the fees associated with said service event if:

1. Equus has to wait more than 15 minutes for Customer's site contact or for any cancellations or postponement of service events within 24 hours of the scheduled service event;
2. Equus is not allowed onsite due to a clearance or escort requirements where Equus was previously not made aware of such requirements;
3. It is determined the scheduled service event is "No-Trouble-Found" that may include problems caused by cables extending throughout the building connecting the System to terminals, printers, phone lines, defective SPS/UPS systems, defective media, defective consumables or other non-System related hardware problems which should have been screened by Customer; or
4. Lack of preventative maintenance on the System hardware as determined by Equus.

The Service Plan may be transferred at any time during the Service Plan Period if the current Customer transfers ownership of the System and requests transfer of the Service Plan with Equus. All requests to transfer Service Plans are at Equus' sole discretion and such transfers will be subject to the terms and conditions of the existing Service Plan and limited to the duration of the remaining Service Plan Period.

Once the Service Plan Period has expired, Equus will not honor warranties on Systems or individual components.

#### **EQCARE FLEX KYD Add-on**

The EQCare FLEX KYD Add-on (hereinafter referred to as "KYD Service") is an add-on service based on the requirement of Customer to keep its HDD (Hard Disk Drive) or SSD (Solid State Drive) (hereinafter referred to as "Drive") in any System for which they have purchased KYD Service and that are within the corresponding Warranty Plan Period or Service Plan Period. KYD runs concurrently with the System warranty or Service Plan.

If after completion of Equus' standard diagnostic procedures it is determined by Equus, at its sole discretion, that the System has a covered Drive that is defective, Equus' KYD Service allows Customer to keep its Drive and receive a replacement Drive.

This offering entitles Customer to retain Drives which customer prefers to retain within the confines of Customer's secure environment. The Service is available on systems containing field-replaceable Drives in standard configurations.

Equus will replace a failing Drive that was purchased from Equus and installed in an Equus system, or upon failure of the Drive if such failure is a Qualified Repair. A "Qualified Repair" is a repair and/or replacement arising from a defect(s) in workmanship occurring within the hardware warranty period applicable to Customer's supported System(s). All Qualified Repairs are provided pursuant to the terms of Customer's System warranty or Service Plan.

Equus reserves the right to inspect the Drives, when failure is reported. Equus will only replace a faulty Drives(s) that was purchased from Equus and installed in a System. Equus may determine, at its sole

discretion, that a particular Drive failure requires further study by Equus' engineering teams (e.g. for further study of root cause, or other Drive performance-related issues). In such event, Equus may request that Equus receive a return and/or access to the Drive from Customer for further examination. Customer and Equus agree to use commercially reasonable efforts to arrive at a method to provide Equus a return and/or access to the Drive if the Drive is data bearing, or is the subject of a governmental requirement related to data security or some other regulatory requirement that creates an external obligation for Customer to retain the Drive. If the Drive is not data-bearing and not the subject of a governmental requirement related to data security or some other regulatory requirement that creates an external obligation for Customer to retain the Drive, then Customer and Equus agree that the Drive may be returned if requested by Equus. Customer and Equus agree that Customer will not be entitled to any refund or other form of concession for any such Drive returned to Equus pursuant to this section.

The following activities are not included in the scope of the Service Plan:

- Repair or replacement (any repair or replacement support is provided pursuant to Customer's warranty or Service Plan);
- Data destruction or data wiping;
- Asset recovery, disposal or recycling;
- Retention of Drives that are subject to product recall due to health and safety risks;
- Support for failed/retained Drives (support continues solely on the replacement Drive pursuant to the applicable warranty or Service Plan);
- Failure rates on Drives are constantly monitored and Equus reserves the right to refuse service if Equus reasonably believes that Customer is overusing the KYD Service (such as when Customer's requests for replacement of defective Drives materially exceeds the standard failure rates for the Drive and System involved). If Equus determines (in Equus' sole discretion) a Customer is abusing the Service, Equus reserves the right to cancel the Service; and
- Any services, tasks or activities other than those specifically noted herein for the KYD Service.

### **EQCARE FLEX POOL Add-on**

The EQCare FLEX POOL (hereinafter referred to as "POOL") is a service based on Customer's requirement to have spare components on-site with the covered System(s) to allow for immediate replacement by Customer or used in conjunction with an Equus warranty or Service Plan. The POOL Service Plan is available for any System for which Customer has purchased the POOL service and that is within the corresponding Warranty Plan Period or Service Plan Period.

All components provided in the POOL to be used as on-site spare parts are the property of Customer. Customer maintains all responsibility for the spare components. Equus retains no rights and maintains no responsibility for the location, condition, or access to the components.

The components in the POOL are warranted by Equus for the duration of the associated System warranty or Service Plan. At Equus' sole discretion, the components in the POOL may be used to repair other Systems still under warranty with Equus. At the end of the System Warranty Plan Period or Service Plan Period, all coverage of the POOL components will terminate. Equus will not accept returns of spare components or provide financial remuneration for any unused components.



When a component failure occurs and a replacement component is not available or included in the spares kit, standard replacement times and processes are applicable based on the original System warranty.

#### Customer Responsibilities

- Customer must notify Equus that a POOL component has been used to replace a component in a covered System.
- Before a POOL component is used to replace a failed component, Customer must open a support case with Equus to notify Equus of the failed component.
- When a support case is opened, Customer may need to provide the Equus part number, manufacturer part number, and serial number of both the failed and replacement component to the Equus support team.
- After a POOL component is used on a System covered by warranty or Service Plan, the failed part must be returned using an RMA as described in the System warranty or Service Plan terms and conditions.
- When used in conjunction with an Equus on-site Service Plan, Customer must provide unrestricted access to the POOL components for immediate use upon arrival.

#### **Additional Terms applicable to all Warranties, Service Plans and Add-on services**

Customer is not to return to Equus any component that contains data including Drives and any other storage media (collectively, "Storage Media"), or any copies of backups that Customer would like restored as Equus will have no responsibility or liability for any such data sent to it. If Customer intends to keep failed Storage Media to attempt data recovery or protect/secure the data, Customer must contact Equus prior to on-site service. Customer is responsible for any charges incurred to replace the retained Storage Media up to the purchase price and shipment costs of the replacement drive if the Storage Media manufacturer does not honor the replacement. Neither Equus nor the Storage Media manufacturer will accept the failed Storage Media after the service incident has been closed.

Customer is fully responsible for the retained Storage Media and Systems including liability related to Personally Identifiable Information (PII) and EPA regulation compliance. Customer agrees to indemnify, defend, and hold Equus harmless for any Storage Media or System returned to Equus that contains any data, including PII. Customer is solely responsible for securely deleting any such data as Equus will have no responsibility or liability for any such data sent to it.

Some problems or defects may require Equus or Customer to reformat or replace Storage Media. Under such circumstances all data on the Storage Media may be lost. Customer is solely responsible for its data. Equus shall not be liable for the loss or destruction of any data at any time. Equus strongly advises Customer to implement and maintain a daily routine to backup data to minimize the loss of data in the event of System or component failure.

Failure to install, operate and maintain the System in accordance with Equus' specifications for operating environments may, in Equus' sole discretion, void the applicable Warranty and/or Service Plan.

Because of the rapid development of technology in the computer industry, or for other reasons, a particular component may not be available from Equus. In such event, Equus will make commercially reasonable efforts to locate a compatible replacement component from other sources.

**TO THE EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, EQUUS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO OR ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT WILL EQUUS HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS; LOSS OF REVENUE OR PROFITS; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; DOWNTIME; CLAIMS BY THIRD PARTIES; OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN STORAGE MEDIA; LOSS OF USE OR EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS; ARISING IN ANY WAY OUT OF THESE TERMS AND CONDITIONS UNDER ANY THEORY OF LIABILITY (WHETHER IN TORT, INCLUDING NEGLIGENCE, CONTRACT, OR OTHERWISE), WHETHER OR NOT EQUUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, EQUUS' LIABILITY UNDER THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DIRECT DAMAGES, NOT TO EXCEED: (A) THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE PLAN OR (B) THE ORIGINAL PURCHASE PRICE OF THE SYSTEM COVERED UNDER WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY.**

These terms and conditions are governed by and will be construed in accordance with the laws of the State of Minnesota. If any of the provisions contained in these terms and conditions is void or unenforceable, Equus and Customer agree to delete it and agree that the remainder of these terms and conditions will continue to be in effect. Equus may assign the warranty and Service Plans to any entity that controls, is controlled by or is under common control with Equus. No term or condition of any purchase order or other writing issued by Customer inconsistent with these terms and conditions will be binding upon Equus.