

## Warranty Program

**SERVICE & SUPPORT  
FOR SATABoy, SATABeast and  
Assureon**

### Warranty General Terms

Nexsan warrants that its Products are free from defects in material and workmanship, and will conform to the applicable Nexsan specifications, under normal use and service, for the applicable warranty period.

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.

### Storage Products

The Nexsan manufactured SATABoy and SATABeast family of products come with a standard three-year, advance replacement warranty of all Nexsan manufactured components. All warranties begin upon original shipment date from Nexsan. Nexsan will offer advance replacement during the three year period.

Customers that do not wish to replace defective components can arrange for the entire storage device to be shipped, at customer's expense, to Nexsan for diagnosis and repair or alternatively can request on-site professional services from Nexsan. If professional services are requested a quote will be provided to the customer.

### Escalation Policy

In the event that a support request is exceeding an expected resolution time or complexity then the call will be escalated internally to a level-2 engineer who may at their discretion escalate to engineering (Level-3) if the problem warrants. This determination is made based on historical trends. All escalation events are monitored by Nexsan senior management. Customers can request escalation at any time they believe that the engineer supporting them does not have the ability to resolve.

## **Phone support**

The Technical Services Group is Nexsan Technologies' warranty and customer care program providing world wide support for all Nexsan products under warranty. Customers who require assistance with installation, configuration, warranty or repair of a Nexsan product may contact Nexsan's Technical Support for English language technical support. Basic Service provides email and phone support during Nexsan business hours.

Nexsan Technologies provides regional Support centers in North America, United Kingdom and Central Europe. All of our regional support centers staff Senior Field Application Engineers, who can provide phone or on-site support as requested.

Nexsan Technical Support Center in the United States can be contacted directly by calling: 760 690-1111 or +44 01332 291600 in the United Kingdom.

## **Black Hole Policy**

A Black Hole policy is required for some customers, primarily governmental, that cannot return a defective disk drive due to the sensitivity of the data (National Security) that was stored on the magnetic media and their respective organizations security policies, which prohibit any electronic storage device to leave the facility. In order to honor drive warranties in accounts such as these, Nexsan has established a Black Hole policy in conjunction with Hitachi, Seagate and Western Digital. Customers having a black hole environment should consider maintaining a local spare for emergency use while the process occurs.

To get a replacement drive a photocopy of the label of the failed drive should be faxed to the Nexsan support fax 760 745-3503 in the US or +44 01332 291616 in the UK along with company name, contact, phone number and a brief description of the failure and the reason the drive cannot be returned for normal warranty exchange. Once this data is submitted a replacement drive is shipped to the customer. Black hole replacements usually ship within two days of notification.

## **On-Site Maintenance**

Nexsan offers a full line of on-site support agreements. These support agreements are provided by Kodak with service agents and centers world wide. These on-site agreements cover parts and labor. 'Next Business day' or 7x24 on-site maintenance with a 4-hour response is available world wide. This maintenance includes parts and labor and can be dispatched by calling Nexsan support hotline or by calling Kodak. Zone charges do apply. Kodak also provides post-warranty contracts.

Support levels can be upgraded at any time by calling 760-690-1111 and requesting service upgrades. Nexsan provides On-Site contracts that cover both labor and parts world-wide. All service programs are annual programs.

Next Business Day Support is a break-fix support level in which a technician will provide on-site maintenance the next business day of the initial call.

7x24x4 on-site maintenance support is a break-fix support level in which a technician will respond within 4 hours of the initial call. Once the issue is diagnosed a technician will be dispatched to the customer's site if needed.

## **On Location Pre-Exchange (“OLPE”)**

A program for maximum protection of critical storage devices, this program provides customers with an on-location pre-exchange unit that features fully redundant fail-over hardware including the chassis for a

nominal annual charge. This program enables customers to have in their rack chassis a fully implemented system. Along with our Basic level of technical support or premium uplift support, customers can now be assured of rapid resolution to any problem. Defective components can then be advance replaced for constant availability.

## **RMA PROCEDURES**

### **Requesting a Return Material Authorization (RMA)**

1. If a customer believes that a Product does not conform to Nexsan's specification, the customer must notify Nexsan and request an RMA number. The customer must provide details of the non-conformance as reasonably requested by Nexsan.
2. Upon receiving a request for an RMA number, Nexsan will determine whether to issue an RMA, and whether such RMA shall be for the entire system or a field replaceable unit ("FRU"). Nexsan will opt for the return and repair of a FRU, as opposed to an entire unit, whenever possible.
3. In-warranty Products will be repaired or replaced ("RMA Activity") free of charge. Out-of-warranty RMA Activity will be processed for a fee.
4. For in-warranty Products, Nexsan shall ship an advance replacement system or FRU within three (3) business days. With respect to out-of-warranty products, Nexsan shall have the sole discretion to either provide advance replacement, or to require the return of the system or FRU prior to shipping a repaired system or FRU. Out-of-warranty repairs or replacements will be made in a reasonable period of time.
5. In cases of advance-replacement, if Nexsan does not receive the defective Product or FRU back from the customer within ten (10) days after customer receives the replacement Product or FRU, Nexsan shall notify the customer in writing. If the customer fails to return such Product or FRU within ten (10) days after receiving written notification thereof from Nexsan, then Nexsan may generate an invoice and charge customer the applicable price for the Product or FRU. Further, failure to return Products or FRUs, and failure to pay for the unreturned Product or FRU in a timely fashion, shall terminate Nexsan's obligation to provide advance replacement going forward
6. For in-warranty products, customer shall bear the cost and risk of transporting and insuring nonconforming equipment to Nexsan. Nexsan shall bear the cost of transporting advance replacement equipment to the customer. For out-of-warranty products, customer shall bear the cost and risk of transporting equipment both to and from Nexsan. For Dead-On-Arrival ("DOA") equipment (defined as products that fail within thirty (30) days of Nexsan's original shipment) – Nexsan shall bear the cost of transporting equipment both to and from Nexsan, and Nexsan shall transport replacement products to customer by priority shipment.
7. Customers must return equipment in Nexsan authorized shipping cartons. If such cartons have been discarded, customer must call Nexsan's shipping department for instructions.
8. If a customer wishes to expedite shipment, customer may request to do so at customer's cost, by providing Nexsan with customer's shipping account numbers.
9. In cases where Nexsan suspects that In-Warranty equipment has damage that invalidates Nexsan's warranty terms, Nexsan shall contact the customer and provide the following details:
  - i. Nexsan RMA;
  - ii. Digital photograph of damage;
  - iii. Probable cause of damage;
  - iv. Statement confirming damage invalidates warranty and repair is chargeable.

Customer will then choose whether to pay for the repair or replacement, or to have the un-repaired unit shipped back to it and return the advance replaced unit, if applicable.

## **POST WARRANTY POLICIES**

To request post-warranty support (support for products that are no longer covered by the applicable warranty period), customers may call Nexsan's support hotline at 760-690-1111 or in Europe at +44 01332 291600 and our support engineers will assist in diagnosing the failure. If needed, support engineers will recommend a field replacement of the failed component or recommend that the unit be returned to a Nexsan depot for repair. Minimum labor for units returned to our depot is \$250, and that cost will cover

diagnostics, inspection and up to 30 minutes of remedial labor. An estimate will be given if the repair costs exceed the \$250 fee prior to work beginning. If the customer chooses to not proceed, there will be no additional charges. Outbound freight will be paid for by Nexsan based on best available rates. Customers can opt to pay any freight uplift at their discretion.

### **Depot Repair program:**

1. 1-year warranty on the repaired system (excluding disk drives).
2. A minimum \$250 inspection + diagnostic fee is required but if the costs exceed that an estimate will be sent for approval before proceeding. The maximum labor rate is \$500, and includes all labor, upgrades to current firmware, shipping and handling for the ATABoy or SATABoy products. The maximum labor rate is \$1,200 for the ATABeast or SATABeast. Shipping charges do not cover any customs or taxes and shipments are made via best reasonably priced shipment at Nexsan's discretion. Priority or overnight shipments are available at customer's cost with the customer's freight account number.
3. Parts will be charged from our part price list.
4. Parts purchased by end-users must be paid for by credit card or, after supplying its most recent financials and banking information, an end-user may apply for credit terms with Nexsan.

### **Field Parts Replacement:**

1. Nexsan support engineers will assist in remote diagnostics and will provide the end-user remedial recommendations.
2. All replacement parts are warranted for one-year from the date of shipment, except disk drives, which are covered by the manufacturer's warranty.
3. Parts will be charged from our parts price list and are shipped FOB Origin. Freight and insurance in both directions are the responsibility of the customer.

### **20/20 Trade-in program:**

1. Refresh your older systems to the latest technology from Nexsan.
2. Nexsan offers very competitive trade-in programs. Call 866-4-NEXSAN and tell them you want to trade up.
3. Upgrade systems can ship directly to end-user sites and suitable packaging for the older system will also be shipped to provide packaging for product return.

*\*Note: All prices given in USD*

*\* Note: All Warranty Terms are subject to change at any time.*



## Assureon

The Assureon system, including the storage, servers, switches, and accessories come with a One-Year Next Business Day On-Site Warranty provided through Kodak (outside Zone 1 is additional). This warranty is executed from the time of shipment but the NBD on-site support is executed upon acceptance by the customer. In the event of a hardware failure the end-user may contact Nexsan support at 760-690-1111 or support@nexsan.com and Nexsan engineers will assist in diagnosing the problem if needed and dispatching the appropriate parts to the site.

The Assureon appliance being sold has all stated Assureon software and Microsoft software pre-installed. The hardware portion of the appliance is being sold to Licensee, but all software is being licensed. (A license agreement is available for review from Nexsan. Please refer to that document for terms and conditions of Assureon licensing)

In addition Assureon customers will receive free software upgrades and support for one year (excluding major releases) simply email support@nexsan.com with the problem experienced and Nexsan engineers will respond via email or telephone within one business day.

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.

### **On Site Support**

Kodak world wide provides Next Business Day On-site support on all Assureon systems (excluding OEM versions). Four hour uplifts are available as well. Software and OS support are not covered by Kodak, Nexsan Technical support provides software support as a remote service.

### **Key Service**

In a Compliance model, the Assureon system connects via SSL to a third party key server. This highly secure key service provides end-users with encryption keys and secure disposition. Files are encrypted using the AES256 algorithm, the strongest technique commercially available today. The cryptographic module is certified to FIPS 140-2 Level 1, and options are available for Level 2 and Level 3 implementations for highly security conscious environments. Each file has its own unique encryption key, which allows Assureon to cryptographically delete individual files, even if they have been copied to offline media such as tape or optical, by simply deleting all copies of the particular key. Safeguards are provided such that emergency recovery of cryptographically deleted offline files may be performed for a user-specified period of time (usually one month).

Key management is fully automatic, with multiple redundant copies of master keys and key databases stored in remote locations. A new master key for each month is provided on CD-R media. The CD-R data itself is encrypted with public key cryptography, with the private key hidden inside the Assureon software. Neither master keys nor individual file encryption keys are ever stored or transmitted in the clear.

(Note: A full Software license agreement is available for review)