

NEXSAN PRODUCT STANDARD WARRANTY

LIMITED HARDWARE WARRANTY

Nexsan, Inc. (Nexsan) warrants that the hardware portion of its Nexsan-branded products, when properly installed materially in accordance with the applicable product specification according to Nexsan's standard documentation and installation guides, will perform during its Warranty period

under normal use and service. The Warranty Period begins on date of shipment from Nexsan to the original purchaser and ends as specified in the table below. Nexsan's sole and exclusive obligation under this warranty is to repair or replace, at Nexsan's option, the nonconforming hardware component.

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 nor liable for any consequential, indirect or special damages to any party, including but not limited to lost profits, lost savings, lost data and loss of reputation, even if Nexsan has been advised of the possibility of such damages. It is the original purchaser's sole responsibility to protect against data loss, particularly mission critical data and to properly archive and backup data.

Any Nexsan product warranty shall immediately be null and void if, in Nexsan's sole judgment, the product has been altered or repaired other than with authorization from Nexsan and by its approved procedures, has been subject but not limited to misuse, abuse, negligence or accident, force majeure, damaged by excess voltage, damaged in shipment, exposed to improper environmental conditions, or had its serial numbers and/or other marking altered, defaced or removed. Normal preventative maintenance and wear and tear is the responsibility of the original purchaser and it is therefore not provided by Nexsan under this warranty. The original purchaser is required to return all allegedly defective Nexsan parts for which a replacement has been provided. If the original purchaser does not return the parts within 30 days Nexsan will issue an invoice at Nexsan's current MSRP (Manufacturer's Suggested Retail Price) and may suspend further warranty entitlements until the invoice has been paid or the parts have been returned."

Nexsan uses specific drive models, revision levels and specially screened drives to ensure proper operation and reliability of the Nexsan storage devices. Drives not supplied by Nexsan can cause the storage device to fail or function less than optimally and will therefore, in all cases, cause the warranty to terminate. In addition, some levels of Nexsan firmware may prevent the storage device from recognizing drives not supplied by Nexsan.

Certain Nexsan storage products incorporate Solid State Disk (SSD) drives. SSDs have a maximum usable write life (Endurance Limit). The length of time to reach the Endurance Limit varies depending upon the SSD drive type, system configuration and original purchaser use. Under normal conditions the Endurance Limit will not be reached prior to expiration of the standard Warranty Period. Nexsan's SSD warranty expires either (i) at the end of the applicable hardware product Warranty Period; OR (ii) when 100% of the SSD Endurance Limit is reached,

