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**NECCare Hard Disk Drive
Retention Program**

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Express5800/Servers &
M-Series SANs

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Introduction

NEC Corporation of America, (“NEC”), offers one of the strongest warranty programs in the computer industry. This document will focus specifically on the NECCare “Hard Disk Drive Retention Service Program” for the NEC Express5800/100, 300 and 2000 Series Servers and NEC M-Series SANs.

Program Highlights

NEC’s HDD Retention Program provides its customer with the following benefits:

- Add-on, fee-for service program¹.
- Allows customers to retain and dispose of their HDD after a failure has been identified by NEC through troubleshooting efforts between NEC Technical Support and the customer.
 - Under normal warranty terms, the customer is not allowed to keep the HDD. Should this program be purchased, it will take precedence over the standard warranty.
- The HDD Retention Program requires the customer to maintain an active warranty or extended maintenance service agreement for its NEC Servers or SANs.
 - If NEC determines that an HDD replacement is deemed necessary, it will ship a replacement hard drive to the customer based upon the customers’ active warranty or extended service maintenance agreements service level, (Standard, Gold or Platinum.)²
- Program is NOT valid once the warranty or extended service agreement has lapsed.
 - Customer must provide the serial number of the server or the SAN for warranty and HDD Retention Program validation to NEC Technical Support at the time of the call.
- An HDD is considered by NEC to be a Customer Replaceable Unit (CRU,) which allows the customer to replace the HDD without the hands-on assistance from an NEC service provider. Should assistance be required by the customer from NEC, the customer should call NEC Technical Support at 1-877-632-0064.

¹ HDD Retention Program is not a part of the NEC Standard Warranty. This program is an upgraded Fee-for-Service option as an additional service only.

² NEC will use commercially reasonable efforts to provide next business day deliveries for Support requests received by 2:00pm, PST for those customers who maintain a Standard or Gold level warranty or extended service maintenance agreement. NEC is not responsible for service calls missed outside the control of NEC. All service response times are contingent upon parts availability. Customer must be able to sign and receive parts as requested by NEC.

- The hard disk drive requiring replacement by NEC, MUST HAVE BEEN PURCHASED from or previously REPLACED by NEC ONLY.
 - Serial numbers of the HDD will be reviewed by NEC. Should a non-NEC serialized HDD be provided to NEC Technical Support, a replacement drive shall not be supplied.

Terms and Conditions

- If service requires the replacement of the HDD under the terms of this HDD Retention Program, the replacement items become the property of the customer.
- 3 Year Program.
 - Should the HDD Retention Program be purchased after the initial purchase of the NEC server or SAN and therefore the coverage date would exceed the current/active warranty or extended service contract coverage date in place, the customer will be required to extend the maintenance contract for their server and or SAN to co-terminate with the HDD Retention Program.³
- NEC may use new, used or reconditioned HDDs that are in good working order as replacement units. Replacement units shall be of like kind and quality of those replaced, however they may not be the same HDD manufacturer.
- The HDD Retention Program may be enforced only by the original purchaser of the NEC Express5800/100, 300 or 2000 series servers or M-Series SANs and is non-transferable should the original purchaser sell the NEC Express5800/100, 300 or 2000 series servers and M-Series SANs as previously owned or used equipment.
- If customer fails to comply with the terms and conditions of the NECCare Hard Disk Drive Program as written, NEC will not be obligated to continue providing the service, and any or all support for hard drive failures will return the hard disk drive to the base Standard or upgraded Gold and or Platinum warranty support programs for the Express5800/100, 300 or 2000 series servers and M-Series SANs in which it came from.
- NEC may discontinue or modify this HDD Retention Program prospectively without notice to Customer.

³ HDD Retention Program coverage period cannot exceed current warranty or maintenance agreement in place. Cannot exceed the NEC defined End of Service Life (EOSL) period of the Server or SAN.

What is Covered and What is Not Covered?

Except as specified below, this warranty covers all defects in material or workmanship in this Product. The following are not covered by this warranty:

1. Any Product that is not distributed in the U.S.A. or Canada by NEC Corporation of America.
2. Any Product that has been removed from the U.S.A. or Canada.
3. Any Product on which the serial number has been defaced, modified, or removed.
4. Damage, deterioration, or malfunction resulting from:
 - Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, improper storage, unauthorized Product modification, or failure to follow instructions supplied with the Product.
 - Alteration, repair or attempted repair by anyone not authorized by NEC.
 - Relocation, removal or installation or re-installation of the Product.
 - Any other cause that does not relate to a Product defect.
5. Data destruction or Data Wipe.
6. Asset recovery, disposal or recycling.
7. Hard Disk Drive recalls led by the OEM Drive Manufacturer due to safety risks.
8. Non-standard hard drive requests
9. Support for failed or retained HDDs. Support under this program will be managed by the warranty or maintenance support contract terms inherited from the server or SAN. This program only provides replacement and retention.

Customer Responsibilities

1. SOFTWARE/DATA BACKUP. IT IS THE CUSTOMERS RESPONSIBILITY TO ENSURE THAT DATA, SOFTWARE AND APPLICATIONS ARE BACKED UP BEFORE SERVICE FROM NEC.

2. Work with NEC Technical Support and or if any onsite service is required by its Service Provider. Most hard drive issues may be fixed by telephone or by replacement.

3. Customer shall report all hard drive failures to NEC Technical Support as they happen.

4. Customer shall retain physical control of the HDD. NEC IS NOT RESPONSIBLE FOR ANY LOSS OF DATA. NEC IS NOT RESPONSIBLE FOR DATA CONTAINED ON HDD'S WHICH MAY BE RETURNED TO NEC.

5. DISPOSAL. THE CUSTOMER SHALL BE RESPONSIBLE FOR ANY DISPOSAL OR DESTRUCTION OF THE FAILED OR RETAINED HDDS, WHICH MAY CONTAIN CLASSIFIED, PROPRIETARY AND OR SENSITIVE DATA TO THE CUSTOMER. NEC BEARS NO RESPONSIBILITY IN THE DISPOSAL OF THE DRIVES.

How to Get Service under the NEC HDD Retention Program

NECCare HDD Retention Program Customers in the continental U.S. and Canada have one phone number to use when calling for technical support or hardware repair on their servers. Calls for initiating a repair request should be made by calling 1-877-632-0064. Be prepared to provide the Serial Number of your server to NEC for quick response.

For easy reference, write down your Serial Number here and keep this document in a safe and accessible location.

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When arranging for a hardware repair, you will speak with a trained technician. The technician will determine whether you have a hardware or software failure and then will provide you with the appropriate service options.

Limitation of Damages and Implied Warranties

NEC 's sole liability for any defective product is limited to the repair or replacement of the product at our option. NEC shall not be liable for:

1. Damage to other property caused by any defects in this Product, damages based upon inconvenience, loss of use of the Product, loss of time or data, commercial loss; or
2. Any other damages of any kind.

NEC CORPORATION OF AMERICA MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN. LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY

LAW.

Note: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state and province to province.

Note: All Products returned to NEC for service **MUST** have prior approval. This may be obtained by calling 1-877-632-0064.

This Product is warranted in accordance with the terms of this limited warranty. Consumers are cautioned that Product performance is affected by system configuration, software, the application, customer data, and operator control of the system, among other factors.

While NEC products are considered to be compatible with many systems, the specific functional implementation by the Customers of the product may vary.

Therefore, the suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NEC.

For more information, telephone 1-877-632-0064.

