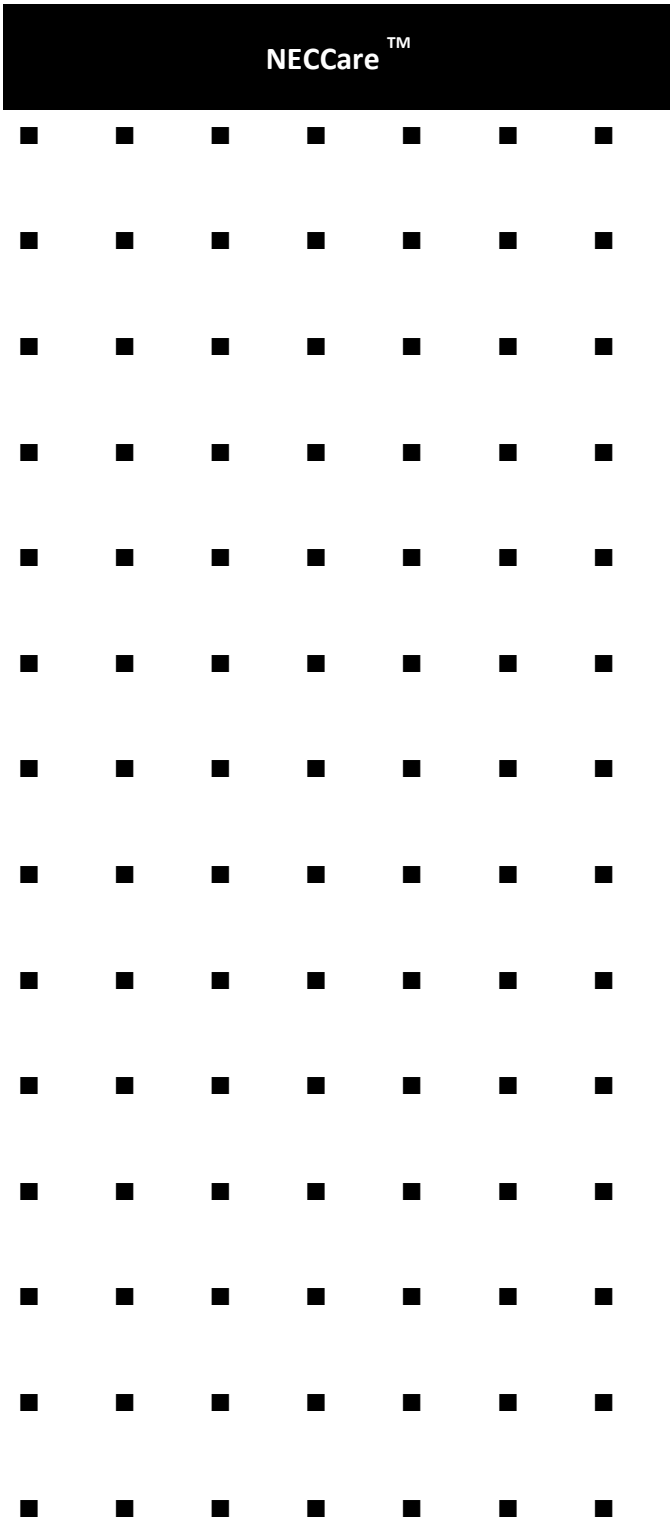

NECCare™

NEC

**NECCare Gold/100 Warranty
and Support Program**

R120d-1M and R120d-2M Servers



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Introduction

NEC Corporation of America, "NECAM", offers a breadth of service options for its hardware and software solutions, including NECCare Warranty and Support programs. This document will focus on NECAM's Gold Warranty NECCare program for the NEC Express5800/100 Series Servers.

Program Highlights

NEC Corporation of America's NECCare Gold Warranty Program offers you the following benefits:

- 3-Years Gold Warranty coverage¹
- 3 Years, Next Day, On-site repair support "Or" 3-Years Customer Replacement Units (CRU) parts replacement.
 - ◆ For those parts designated as CRU, NECAM will provide a Next Day Advanced part shipment to the customer.
 - ◆ An authorized service technician will be dispatched to be on-site the Next Day, once a service call is deemed necessary following trouble-shooting efforts between the Customer and NECAM
- 24x7 toll-free hardware technical phone support in the USA and Canada (*Includes: Hawaii, Alaska and Puerto Rico*)
 - ◆ 1-877-632-0064
- 24x7 Email Alert Monitoring
 - ◆ Must have access to active email application. NEC Service Management software needs to be enabled and configured to monitor fatal and recoverable hardware errors resulting in Email notifications to the systems administrator and NECAM Technical support.

¹ NECAM will use commercially reasonable best efforts to provide NEXT DAY on-site service. NECAM is not responsible for service calls missed outside the control of NECAM. If your location is outside of a NECAM authorized service coverage area, the response time may be longer and/or an additional travel charge may be assessed. Response times are objectives and not guarantees. In some cases, on-site service may not be available. All service response times are contingent upon parts availability. **Customer must be able to sign and receive parts as requested by NEC to meet NEXT-Day Service.**

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- 1-Year telephone support for VMWare (*from the initial time of purchase*)
 - 2-Years Limited Warranty coverage for the DAC Battery.²
 - Extended Maintenance Support Contract Coverage is available for purchase to extend to a maximum of 2 additional years support, for coverage of the servers maximum 5 year lifetime support.

Registered Limited Warranty

NEC Corporation of America warrants this Product to be free from defects in material and workmanship, and agrees to repair or replace any part of the enclosed unit that proves defective under these terms and conditions.

If service requires the replacement of any parts, components, or modules, the replacement items become the property of Customer and the replaced items become the property of NECAM. The warranty period for the Machine is from its original Date of Installation; the date on the invoice is considered the Date of Installation unless NEC notifies you otherwise.

NECAM may use new, used, serviceable, or reconditioned parts, components, or modules that are in good working order as replacements. Replacement items shall be of like kind and quality of those replaced.

If you do not register your Server with NECAM, you will be required to present proof of purchase as evidence of your entitlement for warranty service.

Who is Protected?

This warranty may be enforced only by the original purchaser of the Product and is not transferable.

² NEC will provide warranty replacement coverage for the DAC Battery for a maximum of 2 Years (24 months) from the time of installation of the server. Any replacement required for the DAC Battery after the 2 year period will be at the expense of the customer.

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 on which the serial number has been defaced, modified, or removed.
 3. Any Product that has been removed from the U.S.A. or Canada.
 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 Corporation of America.
 - ◆ Any re-shipment or physical movement of the Product (claims must be presented to the carrier).
 - ◆ Relocation, removal or re-installation of the Product.
 - ◆ Any other cause that does not relate to a Product defect.
 5. Cartons, carrying cases, external cabinets, magnetic or digital tapes, or any accessories used in connection with the Product.
 6. This warranty covers only NEC Corporation of America - supplied components. Service required as a result of third party components is not covered under this warranty, including third-party software even if it is distributed by NECAM.
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What NEC Corporation of America Will Pay for and what NEC Corporation of America Will Not Pay for

NEC Corporation of America will pay labor and material expenses for covered items, but NEC Corporation of America will not pay for the following:

1. Removal or installation charges.
2. Payment of shipping and related charges incurred in returning the Product for warranty repair.
3. Costs of initial technical adjustments (set-up), including adjustment of user controls.

How You Can Get Warranty Service

EXPRESS5800/100 Series NECCare Customers in the continental U.S. and Canada have one phone number to use when calling for technical support or hardware repair on their Express5800/100 Series server. Calls for initiating a repair request should be made by calling: **1-877-632-0064**. Be prepared to provide the Serial Number to your server to NEC for quick response.

For easy reference, write down your Serial Number here:

SN: _____

Technical support or warranty service may also be obtained by contacting your local NEC Corporation of America authorized service provider.

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. If appropriate, you will be given instructions on how to return your CRU part in a NECAM supplied box. You may be given a reference number that you should retain for your records.

If NECAM authorizes on-site service for your repair, a qualified technician will arrive at your site within four (4) hours from the time of dispatch. If you are located outside of a service coverage area, travel charges will be applied.

All parts or systems returned to NECAM must be accompanied with an RMA (Return Material Authorization) number. To obtain an RMA number for product return, please contact the 100 Series Server Customer Support line at: 1-877-632-0064.

NEC Corporation of America may require that you provide the original bill of sale or receipt as proof of purchase in order to obtain warranty service. Please retain such proof of purchase with your records.

Limitation of Damages and Implied Warranties

NEC Corporation of America's sole liability for any defective product is limited to the repair or replacement of the product at our option. NEC Corporation of America 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 Corporation of America 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 Corporation of America 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 Corporation of America. For more information, telephone **1-877-632-0064**.



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