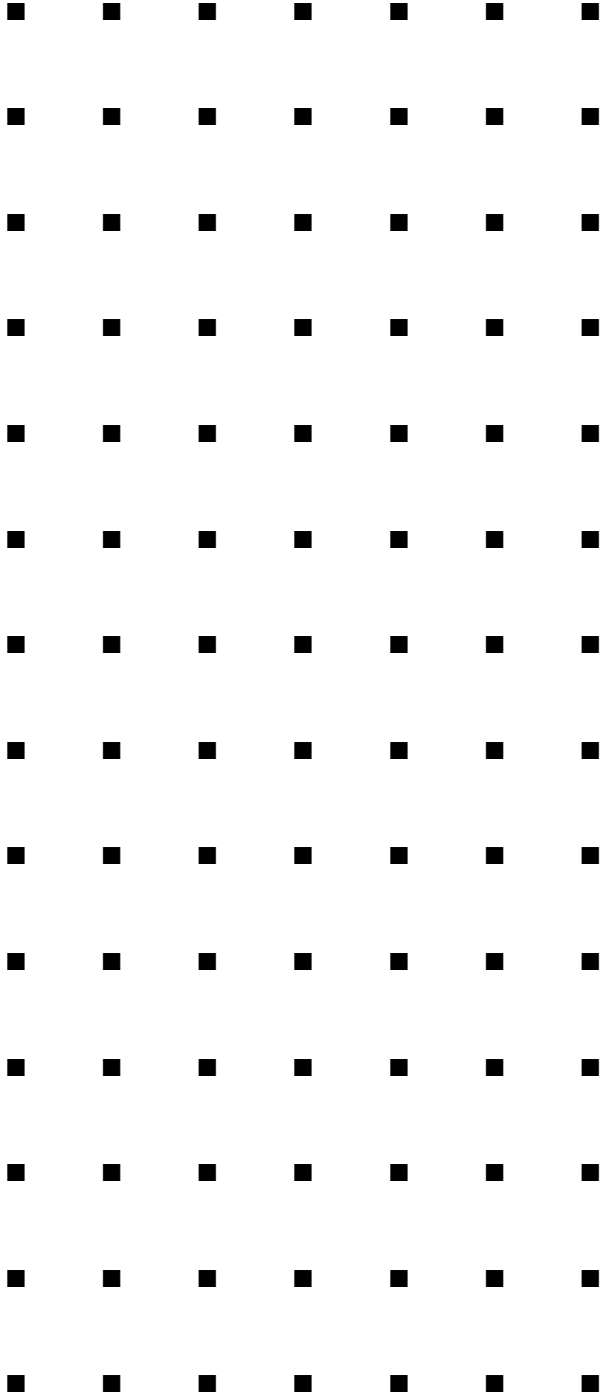


Enterprise Software Care

NEC

**Enterprise Software
NECare Standard
Maintenance and Service
Support Warranty**



Proprietary Notice and Liability Disclaimer

The information disclosed in this document, including all designs and related materials, is the valuable property of NEC Corporation of America, ("NECAM") and/or its licensors. NEC Corporation of America and/or its licensors, as appropriate, reserve all patent, copyright and other proprietary rights to this document, including all design, manufacturing, reproduction, use, and sales rights thereto, except to the extent said rights are expressly granted to others.

The NEC Corporation of America product(s) discussed in this document is warranted in accordance with the terms of the Maintenance and Service Support Agreement accompanying each product. However, actual performance of each product is dependent upon factors such as system configuration, customer data, and operator control. Since implementation by customers of each product may vary, the suitability of specific product configurations and applications must be determined by the customer and is not warranted by NEC Corporation of America

To allow for design and specification improvements, the information in this document is subject to change at any time, without notice. Reproduction of this document or portions thereof without prior written approval of NEC Corporation of America is prohibited.

Trademarks

NEC is a registered trademark of NEC Corporation and is used under license.

PN: 460-00011-001

March 2008

Copyright 2008
NEC Corporation of America
10850 Gold Center Drive, Suite 200,
Rancho Cordova, CA 95670
All Rights Reserved

Contents

| | |
|---|---|
| Introduction..... | 1 |
| REGISTRATION of NEC PRODUCT SOLUTIONS | 1 |
| Program Highlights..... | 1 |
| Service and Support Options | 2 |
| Registered NECare Maintenance and Service Warranty Support..... | 3 |
| How Long is the NECare Maintenance and Service Support? | 3 |
| Who is Protected? | 3 |
| What is covered and what is not covered? | 3 |
| What NEC Corporation of America Will Pay for and what NEC Corporation of America Will Not Pay For..... | 4 |
| How You Can Get Warranty Service..... | 4 |
| Limitations of Liability, Limitation on Maintenance and Support Services | 4 |

Introduction

NEC Corporation of America, “NECAM” provides “One-year” of Standard Maintenance and Service support for its Enterprise Software products including; ExpressCluster LAN, WAN, and SAN.

The Enterprise Software Maintenance and Service Program are described in the following sections.

Registration of NEC Product Solutions

NEC requests that its products be registered for Maintenance an Service warranty support at the time of purchase and installation. Customers can register their new NEC products online for both NEC hardware and software solutions via the NECAM Self-Support website located at www.necam.com/support

Program Highlights

NEC's Enterprise Software Standard Maintenance and Service Support Program offer you the following benefits:

- One-year access to software update releases within the same major product version.
- One-year toll-free telephone and email technical support five days a week, 9 hours a day (8AM to 5PM local time in the continental US and Canada) Monday through Friday.
- Access to documentation update releases within the same major product version.
- Standard “Maintenance updates¹” released by NECAM for any of the program(s) during the paid maintenance period.
- Available upgrade options for expanded service and support coverage.

¹ “Maintenance updates” are a revision of a Program within the same major version released by NECAM generally to its existing Customers without charge, primarily to correct or eliminate errors in the prior release of the Program and also to enhance existing features for example: *Updating from revision 2.1.2 to revision 2.1.3. Updating from revision 3.3 to revision 3.4.* It does not include new versions or upgrades of any Program for which NECAM generally charges an additional fee example (A): *upgrading from a Microsoft Server version of software to a Microsoft Advanced Server version of any or any new modules or products NECAM releases that are commercially sold separately.*

Service and Support Options

NEC Corporation of America offers optional maintenance service and support programs to its customers. These programs can be purchased directly from NEC Corporation of America.

NEC Corporation of America offers optional service level coverage response times:

■ STANDARD TELEPHONE SUPPORT SERVICE

- ◆ 9 Hours/Day, 5 Days/Week and email support coverage.
- ◆ For telephone technical support call 1-877-632-0064 option 3.
- ◆ Email support is available through ec.support@necam.com. Please note that email responses are not subject to the conditions of the telephone response times.

■ ADVANCED TELEPHONE SUPPORT SERVICE

- ◆ Upgrade to 24 Hours/Day, 7 Days/Week, support coverage which provides a 2-hour callback response time.
- ◆ For telephone technical support call 1-877-632-0064 option 3.

■ EXTENDED MAINTENANCE AND SERVICE

◆ Standard

- ◆ Extend the 1-year annual standard maintenance and service for coverage of years 1&2.
- ◆ 3-year standard maintenance and service agreement available for coverage of years 1,2 and 3.

◆ Advanced

- ◆ Extend 1-year annual Advanced maintenance and service agreement for coverage of years 1 & 2.
- ◆ 3-year Advanced maintenance and service agreement available for coverage of years 1,2 and 3.

Registered NECare Maintenance and Service Warranty Support

NEC Corporation of America warrants this Product to be free from defects in material and workmanship, and agrees to provide a replacement of defective media within ninety (90) days under these terms and conditions.

“Error Correction” shall mean the use of commercially reasonable efforts by NECAM to correct, provide replacement or provide workarounds to an error in the Software as compared to the Documentation, which result from “Bugs,” malfunctions, programming errors and related problems (collectively, an “Error”.)

Customer shall notify NECAM of any such “Errors” in writing, with a written description of each claimed error and the conditions under which it occurred to email: ec.support@necam.com. NECAM shall work to correct all such errors that it can verify based on Customer information, and shall continue working either until it corrects the error, develops a workaround, or determines in good faith the error cannot be corrected as part of the currently installed release of the Program(s). Customer may notify NECAM of claimed errors by telephone, provided that the written notice described above must be furnished by the next business day, and that NECAM need not begin work promptly if the telephone information is incomplete or inadequate.

How long is the NECare Maintenance and Service Support?

“Maintenance Period” shall mean the initial one (1) year period of the initial prepaid number of years period, of these Terms and any subsequent terms following renewal as provided herein.

Who is Protected?

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

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. 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 to NEC's software code by anyone not authorized by NEC Corporation of America.
 - ◆ Removal or installation of the Product.
 - ◆ Any other cause that does not relate to a Product defect.
4. 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.

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. Costs of initial technical adjustments (set-up), including adjustment of user controls.

How You Can Get Warranty Service

Warranty service may be obtained by contacting NEC Corporation of America by calling **1-877-632-0064**.

Limitations of Liability, Limitation on Maintenance and Support Services

1. Unless otherwise agreed by NECAM in writing, the following limitation on the Services shall apply;

-
- A. NECAM shall be under no obligation to provide the Services to Customer if NECAM makes a good faith determination that the primary cause of an Error or reported problem results from the failure or malfunction of any tools, equipment, facilities or devices not furnished or approved in writing by NECAM for use in connection with the Program(s). NECAM acknowledges that the Program(s) are intended to be installed on hardware (having the minimal operating characteristics as specified in the Documentation) and such installation and use therewith shall not be deemed a primary cause of an Error in accordance herewith.
- B. NECAM shall be under no obligation to provide the Services to Customer if NECAM determines that the Programs are (i) altered, damaged or modified by a party other than NECAM or through the negligence, abuse or misapplication of the Programs other than as specified in the Documentation, (ii) installed in any configuration that is not supported by NECAM; or (iii) not the then-current release version.
- C. NECAM shall not be liable for any lost profits, or for any claim or demand against the Customer by any third party on account of services performed hereunder. NECAM recommends that the Programs be installed by a NECAM certified implementation specialist through NECAM's Professional Services team. However, if the Customer elects to install the Programs without the assistance of a NECAM certified implementation specialist, the Customer is solely responsible for ensuring that the Programs are installed properly to achieve their intended results and the results actually obtained. Accordingly, NECAM shall have no responsibility or liability under this Maintenance Agreement or any warranty hereunder, to the extent such warranty exists, to correct, validate, bring into compliance or otherwise remedy any problem with the Program(s) that is caused in whole or in part by the improper or inadequate installation of the Program(s) by Customer or incompatibility of Customer's environment, hardware or software with the Program(s).
- D. Any other damages of any kind.

NECAM'S LIABILITY UNDER THESE TERMS OR FOR BREACH OF THESE TERMS SHALL BE LIMITED TO REFUND OF THE RELEVANT MAINTENANCE FEE PAID BY CUSTOMER TO NECAM HEREUNDER DURING THE APPLICABLE MAINTENANCE PERIOD IF ANY. NECAM'S AND CUSTOMER'S LIABILITY SHALL FURTHER BE LIMITED AS PROVIDED IN THE AGREEMENT. **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.

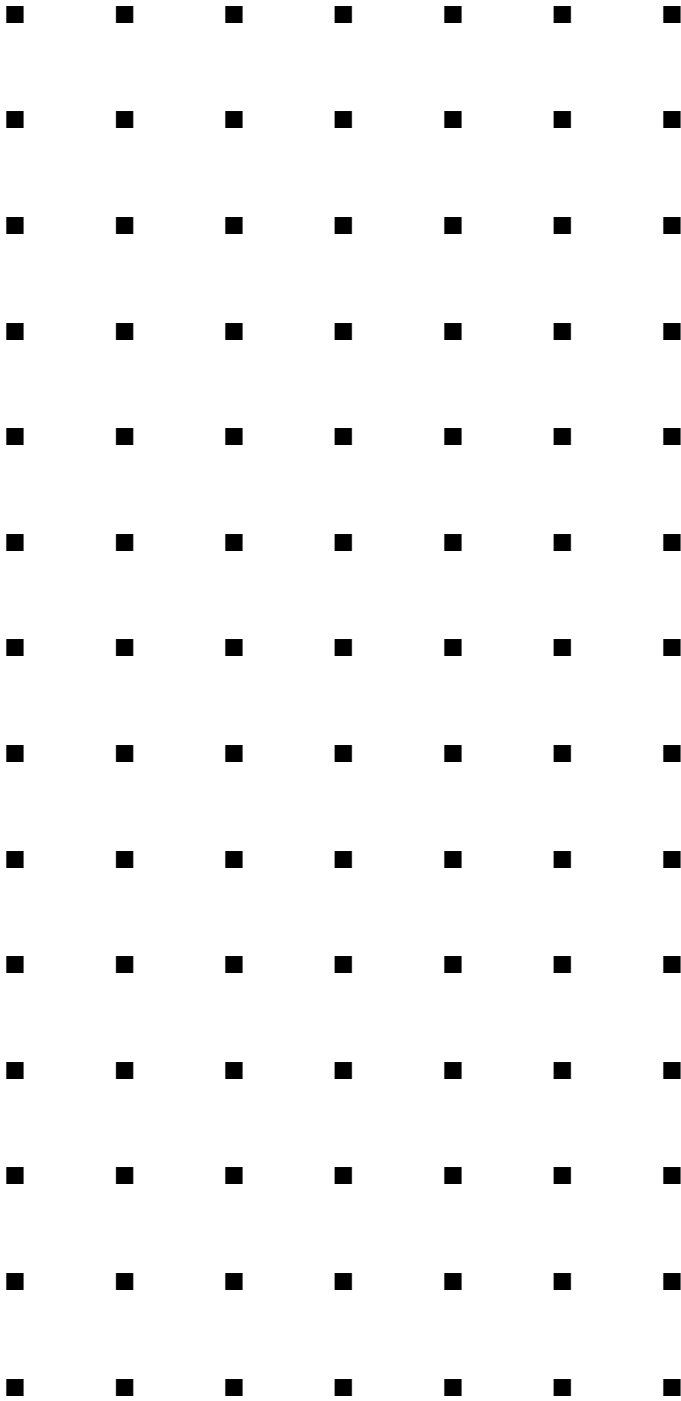
This warranty gives you specific legal rights, and you may also have other rights that vary from state to state and province to province.

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 is 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 or software solution 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**.



460-00011-001
460-00011-001
