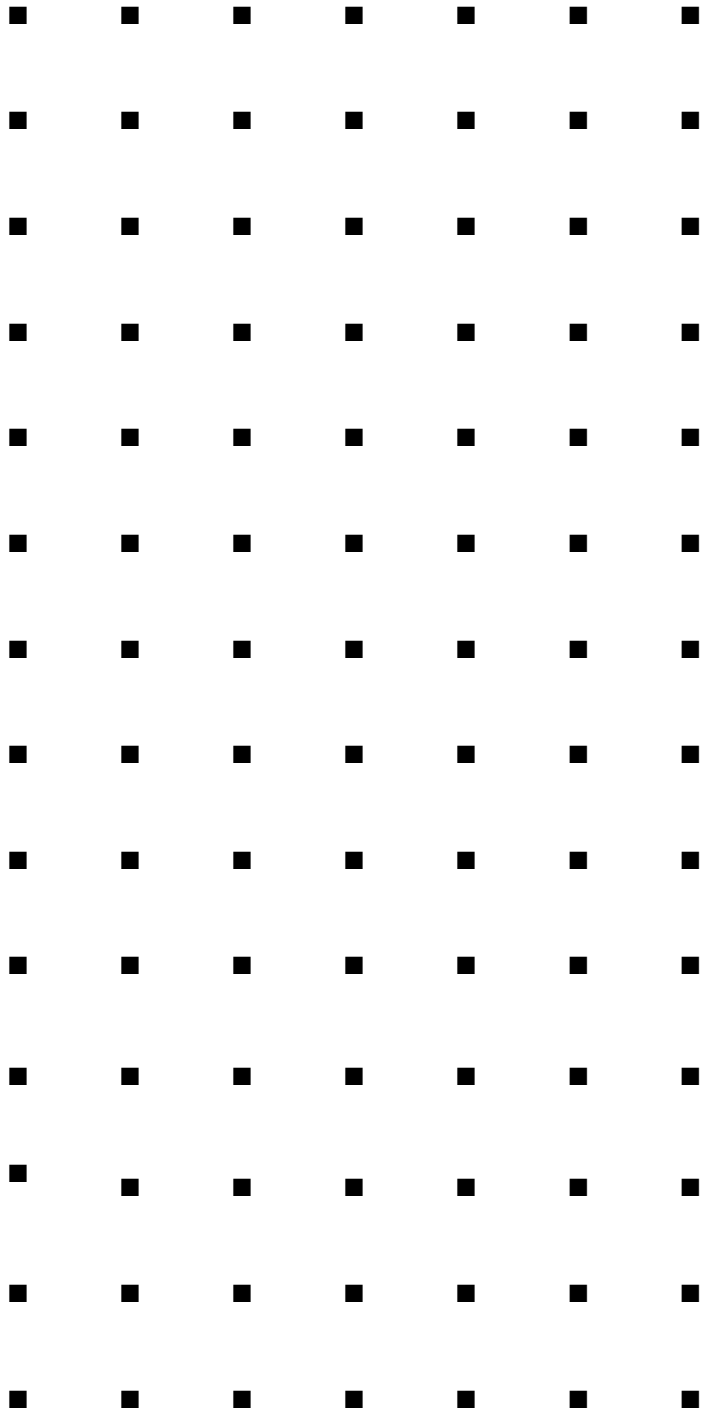


NEC

**Enterprise Software NECCare
Upgrade Assurance Program for
NEC ExpressCluster**



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Introduction

NEC Corporation of America, “NEC” offers an Upgrade Assurance subscription and support program for its Enterprise Software products including; ExpressCluster software products. The Enterprise Software Maintenance and Service Program are described in the following sections.

Program Highlights

ExpressCluster Upgrade Assurance is a major upgrade subscription and support program specifically designed to complement existing ExpressCluster licenses. This program provides access to future MAJOR software versions and scheduled upgrades when the needs of the business dictate.

- Fee for service program available as add-on to standard support and maintenance services.
- Three years of coverage
- Includes “Major¹” software version upgrades during active periods.
 - An active period means validity of contract period.
- Includes technical support, during the active period. Available Five (5) days a week, Nine (9) hours a day; 8am-5pm local time in the continental US and Canada, Monday through Friday only.
 - Phone support is accessible at: 1-877-632-0064.
 - Email support is accessible at: support@NEC.com
 - Web chat access is available only Monday-Friday 8am-5pm local time and is available at <http://support.NEC.com>
- Access to documentation update releases, available at <http://support.NEC.com>

Registered Limited Warranty

NEC ExpressCluster software standard² terms and conditions apply.

NEC Corporation of America warrants its 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.

¹ Major software versions means from one significant version to the next. Example: ExpressCluster R2 to R3.

² ExpressCluster Software Standard Warranty terms can be found on NEC’s website at <http://support.necam.com> under Enterprise Software.

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. Any Product on which the serial number and or license key 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 Corporation of America.
 - 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 NEC.

What NEC Corporation of America Will and 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 related charge 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

Enterprise Software 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 servers. Calls for initiating a repair request should be made by calling 1-877-632-0064. Be prepared to provide the Serial Number or Software License Key to NEC for quick response.

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

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When arranging for a software maintenance issue, 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.

RMA (Return Material Authorization)

All parts or systems returned to NEC must be accompanied with an RMA (Return Material Authorization) number. To obtain an RMA number for your products return, please contact NEC's Technical Support line at 1-877-NEC-0064.

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. NEC shall be under no obligation to provide the Services to Customer if NEC 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 NEC for use in connection with the Program(s). NEC 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 there with shall not be deemed a primary cause of an Error in accordance herewith.
2. NEC shall be under no obligation to provide the Services to Customer if NEC determines that the Programs are (i) altered, damaged or modified by a party other than NEC 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 NEC; or (iii) not the then-current release version.

3. NEC 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. NEC recommends that the Programs be installed by a NEC certified implementation specialist through NEC's Professional Services team. However, if the Customer elects to install the Programs without the assistance of a NEC 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, NEC 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.)

4. 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

5. Any other damages of any kind.

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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.

