



CLEARCUBE

PURPOSE

This ClearCube Technology, Inc. ("ClearCube") **hardware warranty** statement defines for you, the customer, the warranty provided by ClearCube on equipment manufactured by ClearCube and purchased by you as new from ClearCube or a ClearCube authorized dealer ("**ClearCube Product**"). Please keep a copy of your purchase order and invoice as documentation of your warranty. Customer must maintain proof of purchase for the covered ClearCube Product.

WARRANTY PROVISIONS

Warranty Repair or Replacement. ClearCube warrants to you that for a period of one (1) year [or in the case of an extended warranty purchase, up to three (3) years as applicable] from the date of original purchase of the ClearCube Product or the manufacturer's date ("**Warranty Period**"), such ClearCube Product will be free from defects in materials and workmanship when installed and operated in accordance with ClearCube's specifications for such ClearCube Product and used for the purpose for which it was designed (such defect hereinafter "**Product Defect**"). ClearCube, however, does not warrant that any ClearCube Product will operate uninterrupted or error-free. If a ClearCube Product contains a Product Defect and customer notifies ClearCube via our website (by completing the required RMA form), email, or in writing of such Product Defect within the Warranty Period, ClearCube will repair or replace such ClearCube Product containing such Product Defect within a commercially reasonable period of time, subject to the conditions set forth herein. THE ABOVE REPAIR OR REPLACEMENT REMEDY SHALL BE CLEARCUBE'S SOLE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE CLEARCUBE PRODUCT WARRANTY.

STANDARD WARRANTY SERVICES

Telephone Support: Monday – Friday, 7:00 a.m. – 7:00 p.m.

(CST) Online Support: <http://support.clearcube.com>

RMA Delivery: 96 hours in North America

WARRANTY PROVISIONS cont.

RMA and Shipping Procedures. In order to receive warranty support, you must obtain from ClearCube, the ClearCube Authorized Support Provider, or other ClearCube designate, an authorization in the form of a Return Merchandise Authorization (RMA) number within the warranty period and prior to returning any ClearCube Product to ClearCube. Upon issuance of an RMA for the claimed defective ClearCube Product (“**Defective Product**”), ClearCube may, but is not obligated to, ship you a replacement product (“**Replacement Product**”) in advance of receiving the returned Defective Product. Upon issuance of an RMA, you must promptly return the Defective Product, freight paid, to ClearCube, the ClearCube Authorized Support Provider, or other ClearCube designate for repair. If you have received a Replacement Product in advance, the packaging for such Replacement Product contains a pre-paid return label for shipment of the Defective Product in the United States. Defective Products should be returned in the original ClearCube packaging and shipping carton or, if applicable, the packaging and shipping carton containing the Replacement Product (“**Approved Packaging**”) and the RMA number must be marked on the outside of the box in which the Defective Product is being returned. ClearCube is not responsible for shipping damage incurred when products have been returned in anything other than Approved Packaging. If returned products are damaged due to unsuitable packaging ClearCube will invoice customer for the replacement cost of the damaged items. Product sold outside of the United States shall follow the same procedures with the authorized distributor through which the product was purchased.

The returned products must be shipped to ClearCube utilizing the enclosed Package Returns Program (PRP) shipping label only. Utilizing the enclosed PRP shipping label provides a confirmed tracking mechanism for both Customer and ClearCube while insuring the product is shipped to the proper address.

The Defective Product must be shipped back to ClearCube within five (5) business days of ClearCube’s issuance of an RMA for such Defective Product. If ClearCube issues a RMA for Defective Product and ships a Replacement Product to customer, customer will be billed in accordance with the prices and payment terms contained in its original invoice for any Defective Product that is not received by ClearCube, the ClearCube Authorized Support Provider, or other ClearCube designate within ten (10) business days of the date of such RMA.

Data Backup Procedures. The customer is solely responsible for backing up all data and programs in compliance with the applicable license agreements prior to returning the ClearCube Product to ClearCube for service under this Warranty. ClearCube has sole discretion over whether to repair Defective Product

WARRANTY PROVISIONS cont.

or ship Replacement Product under this warranty. ClearCube does not warrant the loss or corruption of data or

Software Programs. As a practice, ClearCube, the ClearCube Service Provider, or other ClearCube RMA Centers will delete all information on storage devices returned to ClearCube. ClearCube shall not be liable for any information, including without limitation data and software, left on such ClearCube Product by Customer.

Used and Reconditioned Parts. Unless otherwise stated, and to the extent permitted by local law, ClearCube may repair or replace ClearCube Products or any hardware components thereof with products and/ or components that are have been subject to prior incidental use or that are used and have been refurbished, reconditioned or remanufactured. In addition, ClearCube may repair or replace ClearCube Products or any hardware components thereof with Products and/or components that are equivalent or better in performance to the Products or components being repaired or replaced.

Third Party Products. ClearCube is not responsible for, and warranty service herein does not cover, hardware, components or peripherals not manufactured by ClearCube ("**Non-ClearCube Hardware**"), including without limitation products manufactured by third parties which are installed as part of a system with the ClearCube Product, or products external to the central processor unit—such as external storage subsystems, printers, and other peripherals. Customer agrees to look to the manufacturer of such Non-ClearCube Hardware for any applicable warranty coverage, and acknowledges such warranty coverage, if any, may be subject to separate terms and conditions provided by the manufacturers of such Non-ClearCube Hardware and proof of purchase requirements.

Excluded Coverage. This Warranty does not apply to defects resulting from: (a) improper or inadequate maintenance or calibration; (b) software, interfacing, supplies, or consumable materials; (c) Non-ClearCube Hardware; (d) parts not supplied by ClearCube; (e) unauthorized repair, maintenance, modification or misuse; (f) operation outside of the published operating specifications for the ClearCube Product, including but not limited to improper temperature control or improper power; (g) improper site preparations or maintenance; (h) virus infections; (i) lightning strikes, power surges, acts of God, acts of Terrorism, nuclear disaster, or any other cause outside the reasonable control of ClearCube; or (j) such other exclusions as may be expressly set forth in this Warranty Statement.

WARRANTY DISCLAIMER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE WARRANTY COVERAGE EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, CLEARCUBE DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY, QUALITY, SUITABILITY AND NON INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

LIMITATION OF LIABILITIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLEARCUBE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LOSS OF USE OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE CLEARCUBE PRODUCT, OF THIS EXTENDED WARRANTY OR THE PROVISION OF OR FAILURE TO PROVIDE WARRANTY SERVICE, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE EVEN IF CLEARCUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW DISCLAIMERS OF WARRANTIES OR LIMITATIONS OF LIABILITIES TO THE FULL EXTENT SET FORTH ABOVE.

GOVERNING LAW

These terms and conditions shall be governed by the laws of the State of Texas, excluding its choice of law provisions. The parties specifically disclaim application of the UN Convention on Contracts for the International Sale of Goods.

SUPPORT CONTACTS.

support@clearcube.com Email address to ClearCube Technical Support

clearcube.com/support ClearCube Support Website

1-866-652-3400 Direct line to ClearCube Technical Support