

## **AQUETI SUPPORT SERVICES**

For each initial purchase of Aqueti Products, you'll receive one year of Aqueti Support Services. Thereafter, you'll be able to buy additional terms of Aqueti Support Services.

### **1. SUPPORT REQUESTS**

Your first point of contact for Aqueti Support Services is your Aqueti Reseller. Your Aqueti Reseller is responsible for providing first-level support (including 24/7 telephone support) for all Aqueti product incidents, both hardware and software. For incident(s) your Aqueti Reseller can't resolve, they will engage Aqueti Support Staff. Aqueti Support Staff will respond to requests for support assistance from Aqueti Resellers during Aqueti's normal working hours (9:00 am to 5:00 pm Eastern Time).

You must provide enough information for your Aqueti Reseller or Aqueti Support Staff to reproduce the reported incident. This may include allowing remote access to your Aqueti Ensemble.

### **2. HARDWARE INCIDENTS**

If a hardware incident cannot be resolved, your Aqueti Reseller will submit a Return Material Authorization (RMA) request to Aqueti. Aqueti will review the RMA request to determine whether a *bona fide* Aqueti Product incident exists and whether the incident is covered by Aqueti Support Services. If the incident is covered by Aqueti Support Services, Aqueti will issue an RMA. Aqueti will ship a replacement Aqueti Product within two (2) business days after receipt of the defective Aqueti Product and RMA. You'll pay only for shipping in both directions.

### **3. THIRD-PARTY PRODUCTS**

Third-Party Products (for example, servers or storage devices) are covered by manufacturers' warranties separate from Aqueti Support Services. If your Aqueti Reseller or Aqueti determines the incident lies with a Third-Party Product (for example, a server or storage device), you'll get support from the Third Party. Aqueti Support Services do not include Third-Party Products.

### **4. SOFTWARE UPDATES AND RELEASES**

From time to time, Aqueti may release software updates, workarounds, support releases, patches, or major upgrades, or other software changes. We expect software releases to occur approximately twice per year, but the timing may vary without notice. With Aqueti Support Services, you're entitled to obtain updates and upgrades to software packages you have licensed from Aqueti.

### **5. INCIDENTS NOT COVERED BY AQUETI SUPPORT SERVICES**

- a) Incidents caused by your negligence or fault
- b) Physical damage or exposure to adverse environmental conditions
- c) Damage resulting from liquids, fire, flood or other acts of God
- d) Damage caused in whole or in part by improper use, installation, alteration, negligence, accident, misapplication, improper maintenance, mis-calibration, abuse, or unauthorized maintenance or modifications
- e) Use of Aqueti Products other than in accordance with your Master Agreement
- f) Aqueti Products used on a computer or operating system other than that specified by Aqueti. You may elect to use Aqueti software on hardware not provided by Aqueti. Aqueti support of software running on hardware not provided by Aqueti will be "best effort" only. If your Aqueti software is covered by Aqueti Support Services, we will make a good faith attempt to resolve the incident pending availability of support staff, but we may, at Aqueti's sole discretion, limit or terminate the effort if we can't reproduce the discrepancy on Aqueti-provided hardware.

**6. AQUETI PROFESSIONAL SERVICES**

Aqueti Professional Services include implementation, installation, training, and consulting. Aqueti Professional Services are quoted separately from Aqueti Support Services. Aqueti Professional Services are generally performed on a time and materials basis, including expenses, and are subject to Aqueti staff availability.

**7. YOUR MASTER AGREEMENT**

If you've signed a Master Agreement with Aqueti and any part of it conflicts with this document, the provisions of Master Agreement will prevail.

**8. REMEDY**

The entire obligation of Aqueti and your sole and exclusive remedy for a breach of the foregoing warranty shall be limited, and at Aqueti's option shall be the repair or replacement of any defective Aqueti Products. Aqueti shall have no liability under the above Aqueti Product warranty unless Aqueti is notified in writing promptly upon your discovery of a defect in materials or workmanship in an Aqueti Product within the Product Warranty Period. Refunds will not be given, but credits will be applied.