

Dynamic Support - NAS Products Domestic USA

This Dynamic Support contract can extend the basic warranty and provides for additional services: All other terms and conditions for warranty and support are the same as our "Basic Hardware Warranty – NAS Products Domestic USA" unless stated herein. Dynamic Support includes:

- Advance hardware replacement (with credit card guarantee) plus extended warranty period (1, 2, or 3 years depending on contract purchased).
- Cost of shipping advance replace units from the factory via 2 day air is included. Also packaging materials are provided at no charge and return shipping cost is provided for returned units. Faster shipping methods are available for the cost difference between them and 2 day air.
- Free firmware and software updates and upgrades upon request as they become available.
- Technical Support on all issues during period of contract including best efforts to assist with OS and software issues. Chat/Email/ Web/ and Telephone support for technical assistance 8am to 5pm during business hours Pacific Standard Time.

Advance Replacement. In cases where parts advanced replacement is required (Only available for "mission critical" failures that includes substantial business risk to the enterprise) this contract provides for shipping replacement parts or equipment in advance of receiving defective products. A credit card will be required to guarantee the customer returns defective parts within 15 days per the Advance Replacement Policy stated in Basic warranty. In cases in which a reseller is involved, it must be clearly established which party (reseller or end user) is taking financial responsibility for return of parts.

2 Way Domestic Shipping. We will provide 2 day shipping both ways for equipment on dynamic support contracts. Delivery dates are based on a number of business days beginning the first business day AFTER the date of shipment. As an example, a Federal Express 2nd Day shipment sent on a Tuesday will arrive on Thursday, but sent on a Thursday will arrive on Monday. Once we have shipped we send you a confirmation and estimate of the delivery date. **PLEASE NOTE:** we cannot be responsible for delays in delivery caused by bad weather, carrier error or other causes beyond our control and do not refund shipping charges in case of such delays.

Backup Software and OS Support. Backup software and Operating system issues can and do impact the success of the backup. We cannot offer support for these products except on a best effort basis. If we are aware of known issues, bugs, or updates for 3rd party products we will attempt to make the customer aware of them.

Tech Support. Obtained by calling 775-329-5139 Option 2 (x 300) or filling out <u>online support request</u>. Available 9am to 5pm PST during normal business hours Mon-Friday.

Repair Time: The Manufacturer will attempt to perform repairs within a reasonable time period. We use the first in first out (FIFO) method. Those with Dynamic support get priority.

Exclusions: Reimbursement for on-site labor is not included in this contract. Dynamic support cannot provide any warranty for suitability of hardware, compatibility, quality of backup, nor integrity of data. All backups should be tested every 90 days or more frequently to insure restorability and it is the customer's sole responsibility to do so.

Obtaining Warranty Service: Please review the online help resources and the product documentation before seeking warranty service. If the product is still not functioning properly after consulting the website and the manual, call your reseller for support and possible instructions on how to obtain warranty service. All returns must be authorized by the Manufacturer in advance. It is the customer, reseller, or distributor's responsibility to call for an "RMA" (Return Merchandise Authorization) number prior to shipping any product back for repair. Products arriving without a valid RMA will be rejected at our shipping dock. We have no obligation to notify client of expiring warranty or Dynamic Support Contract so customer should track renewal date to insure continuous coverage **Note:** Before you deliver your product for warranty service it is your responsibility to backup all data, including all software programs. Always assume your product will come back reformatted with no data. Data recovery is not included in the warranty service and Highly Reliable Systems is not responsible for damage to the product or data during transit or a repair. Please remove ALL private or sensitive data prior to shipment.