

Warranty Definition and Support Plan

Complete ArcGIS Server & Appliance International Warranty

Arxys’ factory-authorized ArcGIS Server & Appliance Warranty for International customers is designed to minimize downtime in the unlikely event of a hardware failure. Arxys’ design utilizes user replaceable hot swappable disk drive modules and server power supply modules. Data integrity is maintained by hardware-based RAID-1 and RAID-6 protection. If there is a problem, the Customer/contractor calls or e-mails Arxys’ Technical Support Engineering Staff at (800) 257-1666 or support@arxys.com to receive technical assistance. Our Technical Support Engineers will work with the Customer/contractor to diagnose the problem. In the event a hardware failure is diagnosed, Arxys will ship a replacement disk drive(s), a system power supply or an entire replacement system without disk drives. These items will be shipped via International Priority delivery. Replacement hardware will ship on the same day for problems diagnosed by 12:00 p.m. Pacific time, or the next business day for problems diagnosed after 12:00 p.m. Pacific time. Return freight is prepaid by Arxys. A fifteen day grace period is allowed for the return of failed components or servers prior to charges to the customer’s credit card.

This ArcGIS Server & Appliance Warranty provides an unmatched level of service for Customers. It is designed to provide immediate hassle free restoration of fault-tolerant service while maintaining your specific software configuration and data.

Phone Support	Parts	Disk Failure	Power Supply Failure	Server Failure
<p>Installation, maintenance, and initial configuration assistance is available from 8:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday</p> <p>Technical assistance to diagnose hardware or operating system failures is available 24 hours a day, seven days a week.</p>	<p>Replacement hardware components are shipped by International Priority delivery.</p> <p>Customer/contractor has fifteen days to return failed components.</p>	<p>Replacement disk drive module is shipped via International Priority delivery.</p> <p>User replaces the hot swappable disk drive module in minutes</p> <p>The system automatically begins rebuilding data on the replaced disk while the system remains fully usable.</p>	<p>Replacement power supply module is shipped via International Priority delivery.</p> <p>User replaces the hot swappable power supply module in minutes while system remains fully usable.</p>	<p>Replacement system is shipped via International Priority delivery.</p> <p>User moves the hot swappable disk drive modules and power supply modules to the replacement system in minutes</p> <p>Full operation is immediately restored.</p>

Classified Disk Drive Replacement Warranty Upgrade

Arxys’ Classified Disk Drive Replacement Warranty is specially designed for Customers with sensitive or classified data such as the Department of Defense. In the event of a disk drive failure Arxys will ship a complete replacement disk drive in a drive carrier. The Customer/contractor removes the magnetic hard drive platters from the failed disk drive and returns only the drive carrier, drive casing and the top cover of the disk drive which includes the drive label and serial number. The Customer/contractor keeps the magnetic hard drive platters. Please call for pricing.

Basic Provisions of All Arxys International Warranty Programs

1. A warranty is provided on a system-level basis. If Arxys-provided equipment or software is added to a system, the warranty cost for these items will be charged on a pro-rated basis to run concurrent with the primary system warranty and will be at the same warranty level as the primary system.
2. If the Customer adds non-Arxys equipment or software to a system, the warranty for the system will end.
3. If warranty coverage is not maintained continuously for a system, the Customer may purchase at a time and material (T&M) rate a recertification of the system. Any repairs or costs associated with bringing the system back to Arxys specifications will also be charged on a T&M basis.
4. Customers who have not purchased a warranty plan or are not covered by the warranty may purchase services on a time and material basis, and the services will be provided by Arxys on an as-available basis.
5. Replacement parts used in providing warranty services may be new, reconditioned, or certified by Arxys; may be of various manufacturers; and will provide equal or better performance and/or capacity than the original item. Replacement parts are warranted for the remaining life of the purchased warranty and do not in any event extend the warranty life of the system or individual components.
6. Unless special warranty options have been purchased or arrangements have been made in advance, all parts removed from Customer's systems for replacement under warranty become the property of Arxys. Customer shall pay Arxys at the current retail price(s) for any service parts removed from the system and retained by the Customer or not returned to Arxys within 15 business days of receipt of replacement parts.
7. During initial system installation, the Customer will be entitled to a maximum of two hours of telephone support in configuring the system for use. After this initial allotment, additional phone support may be purchased at standard time and material rates.
8. Warranty support is supplied only for the operation of the Arxys-provided equipment and does not extend to any troubleshooting of, assistance with, or configuration of external systems and/or software connected to the Arxys systems. Red Hat and ESRI software support and components shall be covered by the default warranty services provided to or purchased by the end users directly.
9. Prior to the expiration of the warranty term, the Customer may extend the term of the warranty or upgrade the service level of the warranty at the then current price. If the service level is upgraded, Arxys reserves the right to recertify the system and a fee may be charged. Any upgrade in warranty level will not apply to conditions existing with the system prior to the effective date of the upgrade in warranty and may incur time and material charges to bring the system into warrantable condition.
10. It is the Customer's responsibility to back up data on the Customer's system. While every attempt has been made to provide redundancy in the hardware, Arxys shall not be held responsible for loss of or damage to data or loss of use of any computer or network systems.
11. Customer acknowledges that Arxys' performance and delivery of the services are contingent upon Customer providing access to its personnel; facilities; equipment; hardware; software; network; and information including logs and Customer's timely decision making, notification of relevant issues or information, and granting of approvals and/or permission. Customer will promptly obtain and provide to Arxys any required consents necessary for Arxys' performance of the services described herein. Arxys' personnel will be granted access to the items listed above during the entire window of service coverage. If access must be limited to a fixed window of time, a surcharge may apply.
12. Tariffs, duties, taxes and other related expenses to do with the exporting/importing and/or returning replacement and defective items will be the sole responsibility of the customer. Charges for these expenses may be charged to the customer's International Freight Forwarder account. In the event the customer does not have an account, charges for expenses associated with tariffs, duties taxes will be billed to the customer's credit card. An authorized credit card will be required to be on file with Arxys prior to the shipment of replacement components. Arxys will select an International Freight Forwarder for all such related expenses excepting material and freight expenses unless the customer specifies one.
13. **LIMITATION OF SERVICES.** When services consist of repair of Arxys systems, such services shall be those repair services that are necessary because of any existing defect or if a defect occurs in material or workmanship in the system or in any system component covered by this agreement. **PREVENTIVE MAINTENANCE IS NOT INCLUDED. REPAIRS NECESSITATED BY SOFTWARE PROBLEMS; FAILURE TO PERFORM PREVENTIVE MAINTENANCE; OR AS A RESULT OF ALTERATION, ADJUSTMENT, OR REPAIR BY ANYONE OTHER THAN ARXYS OR ITS REPRESENTATIVES ARE NOT INCLUDED.** Services do not include repair of any system or system component that has been damaged as a result of (a) accident, misuse, or abuse of the system or component by anyone other than Arxys; (b) an act of GOD such as, but not limited to, lightning, flooding, tornadoes, earthquakes, and hurricanes; or (c) the moving of the system from one location to another.
14. **LIMITED WARRANTY.** ARXYS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ARXYS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD-PARTY PRODUCT; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ARXYS MAY MAKE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLE OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY RECOMMENDATION ARXYS MAY PROVIDE.
15. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, NOR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES PROVIDED BY ARXYS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS THAT THE SERVICES CAUSED BODILY INJURY (INCLUDING DEATH), ARXYS' TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM SHALL NOT EXCEED THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE DURING THE PRIOR YEAR.