

HARDWARE MAINTENANCE AGREEMENT



Congratulations. You have purchased Vertiv Corporation (“Vertiv”) hardware (the “Hardware”). Vertiv offers Hardware Maintenance on selected Vertiv Hardware (excluding power cords, cables, accessories) pursuant to the terms and conditions of this Vertiv Hardware Maintenance Agreement. By purchasing Hardware Maintenance, you agree to the following terms:

1. Definitions.

- 1.1. **“Agreement”** means this Vertiv Hardware Maintenance Agreement.
- 1.2. **“Confidential Information”** means all confidential information relating to the Product and Vertiv’s Intellectual Property Rights, together with all confidential information (in whatever media) related to Vertiv’s business.
- 1.3. **“Documentation”** means written and/or online material provided by Vertiv in connection with the Hardware.
- 1.4. **“Effective Date”** means the date you purchased Hardware Maintenance for the Hardware and could be subject to a waiting period as further described in section 6.
- 1.5. **“Expiration Date”** means the date your Hardware Maintenance expires. The Expiration Date corresponds to the one, two, or four-year option you purchase and is determined as the first, second, or fourth year anniversary of the earlier of the Hardware purchase date or the Hardware ship date.
- 1.6. **“Intellectual Property Rights”** include, without limitation, patents, patent applications, trademarks (registered or unregistered), copyrights, trade secrets, database rights, source code, designs (registered or unregistered), confidential information or know-how, or any rights of a similar nature existing anywhere in the world.
- 1.7. **“Hardware Maintenance”** means the Hardware Maintenance services provided by Vertiv pursuant to this Agreement. Any changes made by Vertiv to the Hardware Maintenance benefits and services will be reflected online at www.VertivCo.com.
- 1.8. **“Hardware Maintenance Package”** means the Silver or Gold Hardware Maintenance package you purchased. Details of each package can be found at www.VertivCo.com.
- 1.9. **“Product”** means the Hardware and Documentation.
- 1.10. **“RMA”** means Return Materials Authorization.
- 1.11. **“Software”** means Vertiv software, together with any New Releases provided by Vertiv under this Agreement.

2. Hardware Maintenance Services. During the term of this Agreement, Vertiv will provide you with the following Hardware Maintenance services consistent with the Hardware Maintenance Package you purchased:

- 2.1. Vertiv will extend the hardware warranty for 2 years if you purchase the 4-year option on the Silver and Gold Maintenance Package.
- 2.2. Vertiv will provide you with technical support via telephone or email during normal business hours. For Silver customers, telephone support is during normal business hours. For Gold customers, telephone support is 24/7 (English language only). For local customer support numbers, please visit www.VertivCo.com.
- 2.3. Vertiv will repair or replace your Product in accordance with Vertiv’s RMA process. Silver and Gold customers receive next business day RMA service.
- 2.4. Vertiv will provide Advanced Replacement services for Silver and Gold customers. If Vertiv exercises its option to proceed with Advanced Replacement of a Product, Vertiv will send a new, refurbished, or comparable model unit to you at no charge. You will be directed by Vertiv Customer Support to send your unit back to Vertiv and you will be given an RMA number. Vertiv will use reasonable efforts to same-day ship replacements for all requests received by a Vertiv regional customer support center prior to 2:00 pm on a normal business day. For requests received after 2:00 pm, Vertiv will use reasonable efforts to ship on the next business day. Vertiv’s default shipment method will be one-day delivery using a courier of our choosing. Circumstances beyond Vertiv control, such as customs, duties, tariffs, and receipt mechanisms at customer locations, may affect actual delivery time. When you receive the replacement unit, you are obligated to ship your original Product, at your expense, back to Vertiv in the same shipping box to the indicated Vertiv location with the RMA number clearly marked on the outside of the shipping box. If you do not return the original Product within fourteen (14) days from receipt of the replacement unit, you will be billed for the replacement unit at the current list price of the Product. If you have purchased Gold Hardware Maintenance with Media Retention, there is no requirement to return the failed unit, however, you are required to provide a certificate of destruction for the failed unit within thirty (30) days from receipt of the replacement unit or you will be billed for the replacement unit at the current list price of the Product.
- 2.5. When notifying Vertiv of a problem with the Hardware, you must provide Vertiv with an example of the problem, the context in which the problem was encountered, a description of the system configuration, and the steps necessary to generate or reproduce the problem.
- 2.6. **Limitations.** Vertiv shall be under no obligation to furnish technical support or repair or replace Hardware that is defective as a result of: (i) accident, abuse, or misapplication, (ii) power surges, water exposure, or acts of nature (including lightning), (iii) the operation of the Hardware in environmental conditions or configurations outside those prescribed in the Documentation; (iv) your material failure to

maintain the Hardware in accordance with the Documentation provided to you with the Hardware or during the term of this Agreement; (v) maintenance of the Hardware by anyone other than Vertiv or a third party authorized by Vertiv; and (vi) causes unrelated to the Hardware as delivered to you by Vertiv, including without limitation, modifications to the Hardware, made by you or on your behalf.

3. Warranties and Disclaimers.

- 3.1 Vertiv represents that each Vertiv employee assigned to perform services under this Agreement possesses the skills and training necessary to be able to perform such services in a competent and professional manner.
- 3.2 The limited warranty on your Product is described on the Limited Warranty document that ships with the Product. You can choose to increase that limited warranty coverage up to a total of four (4) years by purchasing one or more Hardware Maintenance Packages. In that case, for example, your hardware maintenance would run for up to 4 years from the date you purchased the Product. The limited warranty and hardware maintenance are subject to satisfaction of the following conditions: (i) receipt by Vertiv of the applicable service fee before the expiration of the applicable limited warranty period for the Hardware; (ii) receipt of a description of the failure of the Hardware alleged or found to be defective, furnished to Vertiv as soon as practical following discovery of such defect; and (iii) verification of the defect(s) by Vertiv Technical Support.
- 3.3 TO THE MAXIMUM EXTENT ALLOWED BY LAW, VERTIV AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR INTENDED PURPOSE, NON-INFRINGEMENT, AND TITLE, WITH RESPECT TO THE HARDWARE AND THE DOCUMENTATION. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
- 3.4 IN NO EVENT WILL VERTIV BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICES PROVIDED BY VERTIV, OR THE HARDWARE, EVEN IF VERTIV HAS BEEN ADVISED OF THE POSSIBILITY OR KNEW OF OR SHOULD HAVE KNOWN THEREOF. VERTIV'S TOTAL LIABILITY HEREUNDER, IF ANY, WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO VERTIV FOR HARDWARE MAINTENANCE UNDER THIS AGREEMENT.
- 3.5 Some states do not allow limitations on an implied warranty and/or the exclusion of incidental, consequential, or special damages, so the above limitation or exclusion may not apply to you.
- 3.6 Customer Remedies. Vertiv's entire liability and your exclusive remedy under this Agreement for defective Hardware shall be, at Vertiv's option, either repair or Advanced Replacement of the applicable Hardware.
4. **Confidentiality.** If you receive any Confidential Information of Vertiv, you will not disclose such Confidential Information other than to persons in your organization who have a need to know and who will be required to comply with this section 4. You will not use Vertiv Confidential Information for any purpose inconsistent with the terms of this Agreement. Confidential Information does not include: (i) information publicly known prior to disclosure; (ii) information coming into your lawful possession without any confidentiality obligation; and (iii) information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any request to disclose is given to Vertiv.
5. **Ownership.** Vertiv, and/or its licensors or suppliers, owns and shall continue to own all Intellectual Property Rights in and to the product.
6. **Term and Termination.** The original term of this Agreement commences on the Effective Date and expires on the Expiration Date. Hardware Maintenance purchased after the expiration of the Hardware's 90-day limited warranty will become active after a sixty (60) day waiting period. Hardware Maintenance is cumulative up to a total of 4 years of coverage, which means, for example, you may purchase consecutive 1-year maintenance options that would provide you coverage of up to 4 years. Hardware Maintenance is nontransferable.
7. **Data Collection and Use.** By using the Software, you grant Vertiv, its affiliates, subsidiaries, and service providers a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, you, or collected or compiled by Vertiv, its affiliates, subsidiaries, or service providers through the Software. Vertiv, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. You are solely responsible for the Service Data, and you will secure and maintain all rights necessary for Vertiv, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Vertiv, its affiliates, subsidiaries, and service providers to you or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Vertiv, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal your identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Vertiv, its affiliates, subsidiaries, or service providers maintain operations. By using the Software, you agree to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Vertiv, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Vertiv and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Vertiv service providers shall only be granted to the extent service providers are providing goods and services on Vertiv's and its affiliates and subsidiaries behalf.

8. **Governing Law.** For U.S. customers: This Agreement will be governed exclusively by the laws of the State of Alabama and venue regarding any action arising hereunder will be exclusively in Madison County, Alabama. For Canadian customers, this Agreement will be governed exclusively by the laws of the Province of Ontario, without reference to conflicts of laws provisions, and venue regarding any action arising hereunder will be exclusively in Toronto, Ontario. For Europe, Middle East, and Africa customers: This Agreement will be governed exclusively by the laws of the Republic of Ireland, and venue regarding any action arising hereunder will be exclusively in the Republic of Ireland. For Asia and Asia Pacific customers: This Agreement will be governed exclusively by the laws of Singapore and venue regarding any action arising hereunder will be exclusively in Singapore.
9. **Entire Agreement.** This Agreement, and the limited warranty described on the Limited Warranty document for the Product, constitutes the entire agreement of the parties with respect to the provision of Hardware Maintenance by Vertiv, and supersedes and cancels all prior agreements between the parties, written, oral, or implied with respect to the subject matter hereof. Any terms and conditions of customer's order, order acknowledgement, or on any other customer form that are inconsistent with or additional to this Agreement shall have no force or effect whatsoever. Vertiv reserves the right to change the terms of this Agreement, including without limitation the right to discontinue offering Hardware Maintenance on selected Products, at any time without notice and without incurring any liability.



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