NComputing

LIMITED HARDWARE WARRANTY

Worldwide

Products covered by this warranty:

- RX300, RX300+
- RX-RDP, RX-RDP+
- RX420(RDP), RX440(RDP)
- RX420(vSpace)
- RX-LPC, RX-LPC+
- SDA for RX300
- EX500, EX500W, EX500S
- L400

Scope of Warranty

This NComputing limited warranty applies only to the NComputing Hardware purchased by an end-user from NComputing Co., Ltd. (NComputing), its subsidiaries, affiliates, authorized resellers, or distributors for the end user's use, and not for resale. The term "NComputing Hardware" is limited to hardware components and includes only those parts or accessories sold with the NComputing-branded product including power adapters, power cords and other NComputing-branded accessories. The term "NComputing Hardware" DOES NOT include the NComputing virtualization software or any other software programs that may be packaged with the hardware. Terms and conditions for the use of the NComputing Software and for any updates, upgrades and support of the Software are set forth in the end user license agreement (EULA) and terms of use included with the Software.

Fulfillment of the terms of this Limited Hardware Warranty may be executed by NComputing, one of its subsidiaries, affiliates, authorized resellers, dealers or distributors. Authorized resellers, dealers or distributors (hereinafter collectively referred to as "Authorized Resellers") may offer additional warranties to you for which they are solely responsible – refer to the documentation supplied by your Authorized Reseller.

NComputing Limited Hardware Warranty

NComputing warrants this product to be free from defects in material and workmanship for a period of:

- One (1) year after the date of manufacture, or
- One (1) year after the date of product registration in the *NComputing* Management Portal (if applicable) but not to exceed 36 months from the date of manufacture.

During the warranty period NComputing or one of its subsidiaries, affiliates, or Authorized Resellers will, at its option, either replace a defective product with a new or rebuilt product or repair it with new or rebuilt parts at no charge except as stated below. Replacement product or parts are warranted to be free of defects in material or workmanship for 30 days or for the remainder of the original product warranty, whichever is longer. The product or parts that are replaced become the property of NComputing or the Authorized Reseller, whichever services the warranty.

This limited warranty is provided to the original owner only and is not transferable to any third party.

This limited warranty does not cover any of the products that you or any third party has modified or altered; you bear the sole responsibility and liability for any such modifications or alteration. The maximum amount of time that the limited hardware warranty can be extended is five(5) years from the original date of registration.

NCOMPUTING HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES AND COUNTRIES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NCOMPUTING DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION:

1. ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES;
2. FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE;
3. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
4. LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS.

NCOMPUTING'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH NCOMPUTING IS RESPONSIBLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

Governing Law

The laws of the State of California shall govern these terms.

Customer Responsibilities

The original dated purchase receipt must be retained as proof-of-purchase and submitted upon request by NComputing Customer Service. Upon receiving your NComputing products you should register per the registration instructions provided with the Product's documentation. This will ensure that you receive full warranty support. As the original purchaser you have thirty (30) days in which to review the contents of the Product's packaging for any missing or broken items. After the first thirty (30) days of ownership, beginning from the date of original purchase, a charge will be incurred for replacement of any item you, the original purchaser, may wish to order from NComputing. Such charges will include handling and shipping costs incurred for delivery of any such items.

Exclusions

This Limited Hardware Warranty is voided by the removal or alteration of identification labels on the product or its parts.

Any technical or other support provided for a product under warranty, such as assistance with "how-to" questions and those regarding product set-up and installation, is provided WITHOUT WARRANTIES OF ANY KIND.

This limited warranty does not cover problems that result from:

- Accidents, misuse, abuse, neglect, contamination, or other external causes;
- Usage that is not in accordance with product instructions;
- End-user supplied interfacing, cabling, or connections to unsupported peripherals;

- Operation outside the published operating specifications for the product, including improper environment, excessive or inadequate heating or air conditioning or problems with electrical power;
- Servicing, repair, modification or installation of options or parts by anyone other than *NComputing*;
- The use of accessories, parts, or components not supplied by *NComputing*;
- Improper site preparation or maintenance;
- Removal of the *NComputing* Hardware;
- Installation of upgrades or new software;
- Electronic virus infection;
- Disasters including fire, water, or other acts of nature;
- Electrical conditions such as those caused by lightning strikes, power fluctuations, electrical surges or outages, or any other such condition that may affect the electricity source;
- Any other cause which does not relate to a product defect.
- Exterior and interior finish, lamps, glass and plastic parts are not covered under this warranty.

Furthermore, this limited warranty does not cover:

- Software, including software that was pre-installed, provided by *NComputing* or purchased separately for use on *NComputing* products;
- Loss or damage in transit;
- Failure caused by a product for which *NComputing* is not responsible;
- Products for which *NComputing* has not received full payment;
- Product obtained from a second-hand marketplace, an original owner or any third party not associated with the intended distribution channel, regardless of the condition of the product or amount, if any, paid for the product;
- Damage to or loss of any programs, data or removable storage media;
- Software or data loss occurring during repair or replacement;
- Normal wear and tear

Non-NComputing Hardware

All non-NComputing hardware products or peripherals external to the NComputing access device - such as USB devices, displays, adapter cables and other peripherals - are covered by the applicable vendor warranty for those products. Non-NComputing hardware products are not warranted by NComputing. However non-NComputing manufacturers or suppliers may provide their own warranties directly to you.

To Obtain Service from an Authorized Reseller

Before the warranty expires, you may contact your Authorized Reseller to process a request for hardware warranty service. To obtain warranty service, you will be required to provide:

- The original dated sales receipt
- Your name, physical address and e-mail address
- The serial number of the product
- A description of the problem

If your product requires service or replacement, your reseller will provide instructions on how to process a Return Material Authorization.

To Obtain Service Direct from NComputing

In the event that your Authorized Reseller is unable to process a request for hardware warranty service, you may submit a technical support request online by visiting the support section of the NComputing web site at: www.ncomputing.com. To request hardware warranty service direct from

NComputing you must register your products per the registration instructions provided with the product documentation and you will be required to provide:

- The original dated sales receipt
- Your name, physical address and e-mail address
- The name, physical address, website address and e-mail address of your reseller, dealer or distributor
- The serial number of the product
- A description of the problem

If your product requires service or replacement, a Return Material Authorization (RMA) number will be issued to you to include with your return. You must return the product, along with the dated proof of purchase to NComputing in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment.

NComputing will return the repaired or replacement products to you. NComputing will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, NComputing will ship the product to you freight collect. If an exact replacement product is not available, a newer product with similar form, fit and function that meets or exceeds the original product's specifications may be used to service the warranty.

NComputing uses new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to NComputing, some of which were never used by a customer. All parts and systems are inspected and tested for quality. If NComputing determines that the problem is not covered under this warranty, NComputing will notify you and inform you of service alternatives that may be available to you on a fee basis.

Revisions

NComputing reserves the right to change the terms of its warranty at any time without notice. Changes apply only to new product(s) purchased after such changes in the warranty take effect and are made available to customers either online or in print.

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