



Hardware Warranty (Depot Repair)

Visix has contracted with its PC configuration providers to provide you with either a one (1), two (2) or three (3) year hardware warranty depending on the hardware purchased. This warranty is transferred to you, the user, to support the hardware components of your integrated Visix solution. Most hardware includes a one (1) year "Advance Replacement" component detailed in section 3, subset 3. Visix software support is not covered under this "warranty." Please contact Visix for software support and or clarification of where to direct your questions.

TERMS	EQUIPMENT (PART NUMBER*)
2 Year Depot with Advance Replacement during first year only	Content Management Server: <ul style="list-style-type: none">Rack Mount Form Factor (VX-S-MNS, VX-S-MTS, VX-S-MWS, VX-S-MCS or VX-S-MES)
2 Year Depot with Advance Replacement during first year only	Media Players: <ul style="list-style-type: none">Element (VX-S-CPB)Element 4K (VX-S-CPC)HDn (VX-S-CPG)NUC (VX-S-CPN)
3 Year Depot with Advance Replacement during all three years	Media Players: <ul style="list-style-type: none">HDs (VX-S-CPV or VX-S-CPL)HDx (VX-S-CPM)Nano (VX-S-CPK)
3 Year Depot with Advance Replacement during first year only	MeetingMinder™ Room Signs: <ul style="list-style-type: none">Touch10 (VX-R-1000P) Media Players: <ul style="list-style-type: none">Four-Output Player (VX-S-CPNQ)Six-Output Player (VX-S-CPNS)Eight-Output Player (VX-S-CPNX)
5 Year Depot with Advance Replacement during first year only	Media Players: <ul style="list-style-type: none">Twelve-Output Player (VX-S-CPNY)
1 Year Depot	MeetingMinder™ Room Signs: <ul style="list-style-type: none">Connect (VX-C-CRS)EPS 42 (VX-P-E42W)EPS 60 (VX-P-E60)EPS 74 (VX-P-E74W or VX-P-E74B)EPS 125 (VX-P-E125W or VX-P-E125B)

*Part numbers may have "-H" on end.



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1. ACTIVATION

This Service Plan is activated, and the below terms and conditions apply, on the date of shipment of the Equipment by the Manufacturer ("OEM"). User registration is not required to activate this Service Plan.

2. SERVICE PLAN

This Service Plan applies to DEPOT repair services that are available to you from Visix OEM manufacturers for the Equipment you purchased. Visix, Inc. ("Visix") shall facilitate correspondence and provide to the User the services described in this Service Plan.

3. COVERAGE

(1) To obtain performance under this Service Plan, an End User should call Visix at their toll-free number 800-572-4935 and report the nature of the problem with the Equipment. Only representatives of Visix or authorized Visix service providers may perform repairs on the Equipment under this Service Plan.

(2) During the Service Plan Period, Visix will repair or replace, at the option of Visix, any Equipment having a defect in material or workmanship. All replacement parts shall be provided by the OEM at no cost to End User. Visix will return the Equipment to a like factory shipped condition. Visix will not reload User's software. Circumstances may; however, require the reloading of the operating system as originally installed by the Manufacturer. Replacement parts are new or like-new (tested equivalent to new). Visix may provide replacement parts made by various manufacturers when supplying parts to User. All replacement parts shall also be covered under this Service Plan for the remainder of the Service Plan Period or thirty (30) days (whichever is longer) and OEM warrants that replacement parts will be interchangeable with the parts they are to replace, and will conform to the specifications current when they are shipped.

(3) Advance replacement, if applicable (see chart above). In the event that hardware must be returned to Visix or designated contractor, Visix will ship a similar replacement product ("Advance Replacement") to reduce downtime associated with the repair. Replacements ship via UPS Ground within two (2) business days of the request at the hardware provider's expense. The replacement hardware package will contain a UPS label and a return form to be used for shipping the damaged equipment back. The Advance Replacement program is valid only for one (1) year, unless indicated otherwise.

(4) Some problems or defects may require Visix to reformat or replace a Hard Disk Drive. Under such circumstances all data on the disk drive may be lost. The User is solely responsible for the security of User's data. Neither Visix nor the authorized Visix service providers shall be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Plan or resulting from the services performed hereunder. Visix strongly advises End User to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure. Visix service providers are not required to return all replaced and/or unused components including Hard Disk Drives. Users that intend to keep a failed Hard Disk Drive to attempt data recovery or protect the data must make arrangements to purchase a replacement Hard Disk Drive prior to the service incident. Neither Visix nor the OEM will accept the failed Hard Disk Drive after the service incident has been closed.

(5) Visix representatives will initially attempt to diagnose problems over the telephone. Telephone technical services are available on the Visix toll-free service line, 800-572-4935, during technical support hours of 8:30AM to 7:00PM Eastern Time, Monday through Thursday, and 8:30AM to 5:00PM Eastern Time on Friday, with the exception of certain published holidays.

(6) Modification (i.e., drilling, painting, bending etc.) to the exterior surface or housing of the Equipment (Content Management Servers, Media Players, and Meeting Minder Room Signs) will void all warranties.



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4. EXCLUSIONS

This Service Plan does not include:

- (1) Service or replacement of peripherals including, but not limited to, keyboards, mice, monitors, scanners, speaker sets, external drives, backup media, power protection devices, or Equipment specified by the OEM as special, non-stock, or custom ordered goods. These items may be warranted by the OEM or Manufacturer;
- (2) Installation or set-up of the Equipment;
- (3) Service needed as a result of moving the Equipment;
- (4) Physical and/or cosmetic damage to the exterior surface or housing of the Equipment;
- (5) Problems resulting from negligence, misuse, abuse, or other physical casualty to the Equipment; improper maintenance; electrical disturbances; acts of nature; or work, attachments, additions, alterations, or modifications by persons other than qualified service providers;
- (6) Service needed as a result of improper operating environment;
- (7) Any problem not involving a defect in the Equipment hardware, including, but not limited to software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, and operating system problems and errors;
- (8) Any problem deemed by Visix, in its sole discretion, that cannot be solved by on-site replacement of defective Equipment hardware; or
- (9) Use of any item with the Equipment if the item is not designated by the OEM for use with the Equipment.

5. RESPONSIBILITIES OF USER

User shall:

- (1) operate the Equipment in an environment meeting the OEM's specifications;
- (2) protect the supply of electricity to the Equipment through the use of appropriate surge protection devices;
- (3) comply with the OEM's operating manual;
- (4) if you are experiencing hardware difficulties and are receiving diagnostic messages, print out or make note of the error message and communicate it to an Visix help desk technician;
- (5) permit no work on the Equipment except by qualified service providers who are properly trained;
- (6) have an adult representative present whenever Visix provides support services;
- (7) perform such diagnostic procedures or programs as requested by an authorized Visix representative;
- (8) safeguard and deliver to an authorized Visix service provider all replacement parts and/or accessories shipped by the Manufacturer to End User. Either the part(s) to be replaced or the replacement part(s) or item(s) shipped to End User must be returned to the Service Provider at the time of service. End User assumes financial responsibility for all parts and accessories, including, but not limited to, cables, diskettes, manuals and other accessories bundled with component(s), shipped to User until the items or parts replaced are returned to the Service Provider. User may be required to supply a valid credit card number and expiration date (i.e., VISA or Master Card) to secure reimbursement to the OEM in the event of physical or cosmetic damage and/or all defective or unused parts, components and accessories are not returned to the Service Provider at the time of service.



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6. TRANSFER OF SERVICE PLAN

This Service Plan may be transferred at any time during the original term hereof. The transferee succeeds to the remaining term of the Service Plan.

7. LIMITATION OF LIABILITY

NEITHER VISIX NOR ITS AUTHORIZED SERVICE PROVIDERS HAVE ANY LIABILITY TO USER(S) FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS OR DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES OR INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF VISIX OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS AND AGREES THAT VISIX AND/OR ITS AUTHORIZED SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND DATA. YOUR SOLE REMEDY AGAINST VISIX OR ITS AUTHORIZED SERVICE PROVIDERS IS LIMITED TO THE COST OF REPLACING THE DEFECTIVE EQUIPMENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR THIS SERVICE PLAN. LAWS VARY FROM STATE TO STATE SO THE ABOVE LIMITATIONS MAY NOT APPLY.

8. PARTS AVAILABILITY

Because of the rapid development of technology in the computer industry, or for other reasons, a particular part may not be available from the OEM. In such an event, Visix will make reasonable efforts to locate a compatible replacement part(s) from other sources. If Visix cannot locate a compatible replacement part(s), then, if possible, Visix will offer to upgrade User's system to the least expensive configuration that can be serviced. If User elects to accept the offer to upgrade, then User shall repay Visix for the cost of the upgrade. In the event User chooses not to accept the upgrade Visix shall not be responsible to make repairs under this Service Plan.

9. MISCELLANEOUS

This Service Plan shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this Service Plan is void or unenforceable, the parties agree to delete it and agree that the remainder of this Service Plan will continue to be in effect. Visix may assign this Agreement to another party. This Service Plan contains the entire understanding of the parties and supersedes all previous verbal and written agreements with regard to the subject hereof.

No term or condition of any purchase order or other writing issued by User inconsistent with this Service Plan will be binding upon Visix.

Out of warranty hardware may be eligible for depot repair at the customer's expense IF it is requested within **(5)** years of the manufacturing date.

*Visix reserves the right to change this policy at any time.