

Before You accept courtesy case or temporary technical support from Arctera (“Courtesy Support”), carefully read the Liability Disclaimer (“Terms”) below. By requesting and/or accepting Courtesy Support You are (1) representing that you are over the age of 18 and have the capacity and authority to bind Yourself and Your employer, as applicable, to the terms of the disclaimer below; and (2) consenting to on behalf of Yourself and/or as an authorized representative of Your employer, as applicable, to be bound by this disclaimer. If You do not agree to all of the terms of the disclaimer, or do not represent the foregoing, do not request and/or receive or accept Courtesy Support; otherwise, Your agreement will be deemed if You do request and/or receive or accept Courtesy Support. As used in these Terms, “You” means the individual submitting the request for Technical Support, as defined below, and/or the employer of such individual.

You have requested technical support for a Arctera product (“Technical Support”) from Arctera but it appears You may not have a valid current agreement for such Technical Support (“Maintenance/Support Agreement”) with Arctera at this time. If you do have a Maintenance/Support Agreement, then that Maintenance/Support Agreement shall apply instead of these Terms. If however you do not have a Maintenance/Support Agreement, then these Terms will apply, as follows: Arctera is willing to provide such Technical Support on a Courtesy Support basis subject to the terms below. Such Courtesy Support will be provided pursuant to Arctera’s then-current maintenance/support policies and processes (“Support Policies”), subject however to these Terms, and these Terms shall govern in the event of a conflict between these Terms and the Support Policies.

TERMINATION. Arctera reserves the right to terminate the provision of Courtesy Support at any time at its sole discretion.

EXCLUSION OF WARRANTY AND LIABILITY. ARCTERA AND ITS VENDORS AND LICENSORS MAKE NO WARRANTIES OF ANY KIND WITH REGARD TO THE COURTESY SUPPORT PROVIDED HEREUNDER. ARCTERA AND ITS VENDORS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE COURTESY SUPPORT TECHNICAL SERVICES INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ARCTERA OR ITS VENDORS OR LICENSORS BE LIABLE FOR (i) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR (ii) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF COURTESY SUPPORT.

MAINTENANCE/SUPPORT RENEWAL. In the event that You subsequently renew Your Arctera Maintenance/Support and the start date of such Maintenance/Support Agreement covers the date on which Arctera delivered Your Courtesy Support then terms of Your Maintenance/Support Agreement

(including without limitation any warranty provisions) shall be deemed to apply also to the provision of such Courtesy Support.

GOVERNING LAW; SEVERABILITY; WAIVER. These terms and conditions shall be governed by and construed in accordance with (a) the laws of the State of California, if You are located in Americas; or (b) the law of England and Wales, if You are located elsewhere. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of these terms and conditions is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of these terms and conditions shall remain in full force and effect. A waiver of any breach or default under these terms and conditions shall not constitute a waiver of any other right for subsequent breach or default.

BY ACCEPTING COURTESY SUPPORT, YOU AGREE TO RECEIVE SUCH COURTESY SUPPORT IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT ABOVE.