



Endeavor

Services Group, LLC

RTS- Flex Pack Warranty Uplift

Coverage: Premier 24x7x4

Overview: Endeavor's goal is to provide a high-quality, lower cost warranty uplift service to its customers. Endeavor's FPS (Flex Pack Service) provides on-site hardware warranty uplift services for designated OEM (Original Equipment Manufacturer) servers. FPS service is offered on brand new servers purchased from the OEM or an OEM authorized reseller. The FPS coverage starts on the date of purchase.

Coverage Area: Continental U.S. (Excluding Alaska and Hawaii).

Response time: Response time is defined as the length of time from the ticket being opened until Endeavor's technician arrives on-site. At no time does the FPS guarantee same day and/or 24 hour resolution. Certain situations may arise that will vary the arrival time outside of the response time. These situations may be: a request from end user to delay on-site arrival to a more convenient time, delay in parts arrival, and Acts of God.

Registration: All Flex packs are required to be registered within (10) days of purchase. *Any ticket initiated without the Flex Pack being registered will result in best effort service.* Flex packs can be registered on-line <http://cms.egllc.com> or by completing the attached registration form.

Open a ticket: The FlexDesk is available 24x7x365 to open a ticket. *Please have your Flex Pack Number or server serial number.* There are three options to open a ticket:

Call Center: 1-866-872-0302
E-mail: flexdesk@egllc.com
Web: <http://cms.egllc.com>

If you have a general inquiry:

Office: 1-866-376-9900
Fax: 1-866-625-1840
E-mail: flexpack@egllc.com

FLEX WARRANTY AGREEMENT
24x7x4

Terms & Conditions

I. TERM

- 1 This term of this Agreement (“Term”) shall be three years from the date of the below Customer’s purchase of the equipment covered hereunder.

II. EQUIPMENT ELIGIBLE TO BE SERVICED UNDER FLEX WARRANTY

- 2.1 To initially be eligible for Flex Warranty service under this Agreement, all equipment must:
- i. Be a new server purchased from an approved vendor of the OEM;
 - ii. Contain only OEM parts and current firmware revisions;
 - iii. Be registered with Endeavor within ten (10) days of purchase;
 - iv. Meet the OEM’s minimum equipment configuration requirements and specifications.
- 2.2 Inspection Rights: Endeavor reserves the right to inspect any equipment within ten (10) business days from the effective date of this Agreement and reject any equipment not in compliance herewith. Any such rejected equipment will either be replaced or brought into compliance herewith at Customer’s sole expense.

III. FLEX WARRANTY SERVICE LEVEL

- 3.1 The following level of service (“Service Level”) will be provided by Endeavor during the Term of this Agreement:
- i. **Flex Premier: 24x7x4** coverage with a typical four hour on site response time. Additional travel time may be required depending upon Customer’s location.
 - ii. **Out of Scope:** Any services requested by Customer outside the scope; of either the Flex Warranty and/or service level will be billed to Customer at Endeavor’s prevailing labor rates and cost of any replacement parts. All replaced parts become the property of Endeavor on an exchange basis. Replacement parts may be either new, or parts similar in performance to new parts.

IV. ENDEAVOR’S OBLIGATIONS

For all equipment covered by this Agreement, Endeavor shall maintain the equipment in good condition and working order for the Term of the Agreement.

- 4.1 Preventive maintenance will be performed on a scheduled basis as required or as agreed by both parties.
- 4.2 Upon notification of an equipment malfunction or other repair request, Endeavor will cause a service representative to be at the Customer’s site in accordance with the above Service Level response time, and will use its best efforts to commence and complete all covered repairs as soon as possible. Customer acknowledges that the nature and complexity of the problem, the

availability of parts, and factors beyond the reasonable control of Endeavor may affect the time it takes to complete a particular repair.

- 4.3 If in the judgment of Endeavor, any item of equipment that can't be repaired on-site, will be replaced with like items that are new or similar in performance to new items..
- 4.4 Endeavor's obligations under this Agreement shall be limited as follows:
- i. Electrical and telecommunications work are excluded
 - ii. Operating systems, software, application, installation and de-installation are excluded
 - iii. Hardware, firmware, microcode and software maintenance are excluded
 - iv. Service on equipment which has been modified or altered without prior written Endeavor consent is excluded
 - v. Services or parts required to repair damage caused by or resulting from faulty or failed telecommunications, electrical power, failure of any utility service, operating climate or other environmental conditions, natural or other disasters, hardware design problems, media incompatibility, operator errors, neglect, misuse or damage by any person or entity other than Endeavor is excluded
 - vi. Endeavor shall have no obligation to perform any service which is outside the scope of either the Flex Warranty or the above Service Level

V. CUSTOMER OBLIGATIONS

- 5.1 Customer shall provide, at no charge to Endeavor, hardware documentation and system diagnostics, adequate working space and facilities in the immediate area of the equipment to be serviced, as well as reasonable storage space for spare parts and materials.
- 5.2 For all equipment which is covered by this Agreement, the Customer shall provide and maintain a reasonably clean and stable environment, including but not limited to electric power, ventilation, humidity and temperature, as specified by the OEM for the optimum performance of its equipment.
- 5.3 Customer shall notify Endeavor within 24 hours of any equipment failure, and shall allow Endeavor staff or authorized representative, full and free access to the equipment and use of necessary equipment, machines and devices in Customer's possession.
- 5.4 Customer shall maintain accurate and current logs and records concerning the operation of the equipment.
- 5.5 Customer shall not move or cause to be moved, any equipment which by its nature can be damaged as a result of being moved, without prior notification to Endeavor and without employing a company experienced in the moving of any such equipment.
- 5.6 Customer will have a person available with system username(s) and password(s) at all times Endeavor or its representative is at the Customer's site.

VI. FEES AND PAYMENT

- 6.1 Flex Pack Service plans require payment in full at time of purchase by Customer.

VII. GENERAL CONDITIONS

- 7.1 In the event any equipment covered under the Flex Warranty is serviced by any person other than Endeavor or its authorized representatives, then such warranty shall be void with respect to any such equipment.
- 7.2 Endeavor makes no warranties, either expressed or implied, regarding the use, operation, or fitness for intended use of the equipment.
- 7.3 In no event shall Endeavor be liable to Customer for any special, indirect or consequential damages of any kind or description in connection with the subject matter of this Agreement.
- 7.4 Endeavor reserves the right to suspend all further Flex Warranty services to Customer in the event any amounts owed to Endeavor for any other Customer payment obligation have not been paid when due. Any such suspension of services shall continue until all amounts owed to Endeavor have been paid in full, and in no event shall Customer be entitled to any credit or offset on account of such suspension of services with respect to any amount paid for the Flex Warranty.
- 7.5 In the event Endeavor is required to commence any action to enforce any provision of this Agreement, and provided it prevails therein, Customer shall be liable for Endeavor's reasonable costs, expenses and attorneys' fees.
- 7.6 Modifications of this Agreement will not be valid unless in writing and signed by both parties.
- 7.7 Any dispute arising out of relating to this Agreement shall be subject to and governed in all respects by the laws of the Commonwealth of Massachusetts. Jurisdiction and venue with respect to lawsuits arising out of or relating to the Agreement shall reside in the courts of Middlesex County, Massachusetts.
- 7.8 Customer and Endeavor hereby each waive their right to a jury trial to the fullest extent permitted by law.
- 7.9 Each party represents and warrants that the person executing this Agreement on its behalf is duly authorized to bind that party to the terms of this Agreement
- 7.10 Customer may transfer the unexpired Term of the Flex Warranty provided, written notice of such transfer, including therein the name and address of the Transferee and location of all covered equipment if different from such address, is given to Endeavor within two business days following such transfer. A \$35.00 transfer fee is applicable
- 7.11 Endeavor may assign its rights and obligations under this Agreement to a third party.

I acknowledge the terms and condition of this Flex Pack Warranty:

Company: _____

Name: _____

Title: _____

Date: _____



FLEX PACK REGISTRATION

Instructions:

- i. Fill in the required information in the field below.
- ii. Fax or email.

Fax: 1-866-625-1840
E-Mail: flexpack@egllc.com

Equipment information:

Date of Purchase: _____
Model Number: _____
Serial Number: _____

Equipment location:

Street Address: _____
Suite Number: _____
City, State, Zip: _____

Contact information:

Name: _____
E-mail: _____
Phone Number: _____