

**DROBOCARE SERVICES**  
**Terms and Conditions**  
**UNITED STATES AND CANADA**

These DroboCare Services Terms and Conditions govern the provision of DroboCare for those: (i) hardware products manufactured by or for Drobo; and (ii) replacement components sold by Drobo, of the product manufactured by or for Drobo; that can be identified by the "Data Robotics" or "Drobo" trademark, trade name, or logo affixed to them (collectively, "**Product**"), and constitute the contract between the original end user purchaser of the Product ("**You**") and Drobo, Inc. (formerly known as Data Robotics, Inc.) ("**Drobo**") for such DroboCare services ("**DroboCare Services**").

**A. COVERAGE.** Drobo's DroboCare Services obligations are limited, and are as set forth herein. Additional terms may apply depending on Your country of residence, please refer to the Section entitled "Country Variations" below.

DroboCare Services: (i) are available for purchase only by the original end user purchased of the Product; (ii) must be initially purchased, if at all, within the applicable standard warranty period following the initial Product purchase; (iii) must be subsequently purchased, if at all, while entitled to receive DroboCare Services; (iv) are provided during the term for which You paid for DroboCare Services, commencing on the earlier of: (a) thirty days after the date DroboCare Services was purchased by You; or (b) the date You register/activate Your DroboCare Services ("**DroboCare Term**"); (v) are to be accessed and used only by You; and (vi) may not be transferred to another party.

DroboCare Services may be provided from the country from where the product is shipped. Service options, parts availability and response times will vary according to country. You may be responsible for shipping and handling charges if the Product cannot be serviced in the country it is in. Subject to applicable law, Drobo may require that You furnish proof of purchase details and/or comply with registration requirements before receiving any portion of DroboCare Services.

**B. REGISTRATION.** Provision of DroboCare Services is contingent upon prompt registration, and verification of Your DroboCare Services entitlement by Drobo. If You purchase DroboCare Services online through your Drobo Support Account ([http://support.drobo.com/app/utills/login\\_form](http://support.drobo.com/app/utills/login_form)), Drobo will register You. If You purchase DroboCare Services through a method other than online through your Drobo Support Account ([http://support.drobo.com/app/utills/login\\_form](http://support.drobo.com/app/utills/login_form)), You must register for DroboCare Services within thirty (30) days of purchase of DroboCare Services. Registration instructions are included in the DroboCare Services packaging. You will receive confirmation of registration, and are advised to review such confirmation, and promptly contact the Drobo party from whom DroboCare Services was purchased in the event of any questions.

**C. ACCESSING DROBOCARE SERVICES.**

C.1 Product Repair. Subject to the terms and conditions herein, if a Product defect arises and a valid claim is received within the DroboCare Term Drobo will, at its option, either: (1) repair the hardware defect at no charge, using new or refurbished replacement parts; or (2) replace the Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product; or (3) refund the purchase price of the Product, provided the Product for which the refund is provided is received by Drobo in accordance with the instructions provided. All Products and parts thereto that are replaced or for which a refund is issued as part of DroboCare Services become Drobo's property.

C.2 Product Repair Process. In the event the Product is defective, You may contact Drobo via its website or by telephone (see [www.drobo.com/support](http://www.drobo.com/support) for telephone numbers). You are required to provide Your Product serial number, date of Product purchase, date of DroboCare Services purchase, if applicable, description of the performance of the Product, and any other information reasonably requested by Drobo, and follow instructions reasonably given by Drobo.

No Product may be returned directly to Drobo without first contacting Drobo (see [www.drobo.com/support](http://www.drobo.com/support) for telephone numbers) for a Return Material Authorization ("**RMA**") number. If it is determined that the Product may be defective and it is necessary for it to be returned, You will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued and/or one that does not conform to the instructions given for Product return, will be returned to You at Your expense. In the event the Product is to be repaired or replaced, upon issuance of the RMA number, Drobo will Advance Ship to

You a replacement Product and You agree to promptly return Your Product at issue within seven (7) days of issuance of the RMA number. In the event Drobo does not receive the Product for which You were issued an RMA and a replacement Product within such seven (7) days, You agree that, notwithstanding anything to the contrary: (a) Your DroboCare Term will immediately be terminated and end; and (b) You shall not be entitled to, nor shall you receive, a refund or a credit of any kind for any pre-paid DroboCare fees; and (c) such termination is fair payment for the replacement Product. **"Advance Ship"** means, if the RMA is issued: (i) before 1 pm local time, ship the same day; or (ii) after 1 pm local time, ship the next business day; for express delivery.

C.3 **Technical Support.** During the applicable DroboCare Term, You are entitled to access Drobo's online help resources to address any question about the Product ("**Online Help Resources**"). If the Online Help Resources do not address the support issue, You are entitled to request technical Product support 24 hours per day, 365 days per year, excluding local holidays: (i) online at [www.drobo.com/support](http://www.drobo.com/support); or (ii) by calling Technical Support. (telephone numbers listed at [www.drobo.com/support](http://www.drobo.com/support)). Local holidays are posted at [www.drobo.com/support](http://www.drobo.com/support), and are based on the area from which technical support is provided.

#### **D. EXCLUSIONS AND LIMITATIONS.**

D.1 DroboCare Services are not provided for any non-Products, including, without limitation, any third party hardware products or any software, even if packaged or sold with Drobo hardware. Manufacturers, suppliers, or publishers other than Drobo may provide their own warranties to the end-user purchaser, but Drobo, to the extent permitted by law, provides such manufacturers' products "as is". Software distributed by Drobo with or without the Drobo brand name (including, but not limited to system software) is not covered under DroboCare Services. Refer to the licensing agreement accompanying the software for details of rights with respect to its use. Drobo does not warrant that the operation of the Product will be uninterrupted or error-free. Drobo is not responsible for damage arising from failure to follow instructions relating to the Product's use and/or storage.

D.2 DroboCare Services do not cover: (a) damage caused by use with equipment, hardware or software that is not a Product; (b) damages caused by accident, abuse, or misuse; (c) damage caused by operating the Product outside the permitted or intended uses described by Drobo; (d) damages caused by service (including upgrades and expansions) performed by a party other than an authorized representative of Drobo or a Drobo Authorized Reseller; (e) Product or portions thereof that have been modified to significantly alter functionality or capability without the written permission of Drobo; (f) damage caused by flood, fire, earthquake or other external causes; (g) Products upon which the Drobo serial number or the sticker placed on the Product that reads "Warranty void if removed", or portion thereof, has been removed, altered or defaced; (h) service necessary to comply with the regulations of any government body or agency arising after the date of retail purchase by You; (i) Product that is lost or stolen, or is otherwise not received by Drobo in its entirety; (j) damage caused by normal wear and tear, and by normal aging, including, without limitation, cosmetic damage; or (k) preventative maintenance on the Products.

D.3 TO THE EXTENT PERMITTED BY LAW, AND EXCEPT AS MAY BE PROVIDED PURSUANT TO DROBO STANDARD WARRANTY. DROBOCARE SERVICES AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AND DROBO SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND THOSE AGAINST HIDDEN OR LATENT DEFECTS. IF DROBO CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY DROBO IN ITS SOLE DISCRETION. No Drobo reseller, agent, or employee is authorized to make any modification, extension, or addition to DroboCare Services or any portion thereof.

D.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DROBO AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF DROBO'S OBLIGATIONS PURSUANT TO THESE DROBOCARE SERVICES, OR DROBO ACTIONS OR INACTIONS RELATED TO THESE DROBOCARE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF

MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF, DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF DROBO AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU ARISING UNDER THESE DROBOCARE SERVICES SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THESE DROBOCARE SERVICES. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. DROBO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER DROBOCARE SERVICES OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

**E. CONSUMER PROTECTION LAWS.** FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY DROBOCARE SERVICES ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to You. These DroboCare Services Terms and Conditions give You specific legal rights, and You may also have other rights that vary by country, state or province. DroboCare Services is governed by and construed under the laws of the country in which the product purchase took place.

**F. DATA PROTECTION.** You should make periodic backup copies of the data and programs contained on the Product's hard drive to protect Your data and as a precaution against possible operational failures. Before delivering the Product for DroboCare Services it is Your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. While the Product is receiving DroboCare Services, the data contained on the Product may be erased, lost or damaged. Drobo is not responsible for any erased, lost or damaged data. You are responsible for reinstalling all such software, data and passwords. Neither Drobo nor its Authorized Resellers are liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-Product or part not covered by DroboCare Services. Recovery and reinstallation of system, application software, and user data are not covered under DroboCare Services.

**G. GENERAL INFORMATION.** The information contained herein is subject to change without notice. The only warranties for Drobo products and services are set forth in the warranty statements accompanying the products and services. Nothing herein should be construed as constituting an additional warranty. Drobo shall not be liable for technical or editorial errors or omissions contained herein. You may return DroboCare Services to the point of purchase within thirty (30) days of purchase at Your expense.

**H. UNITED STATES STATE AND CANADIAN PROVINCE VARIATIONS.**

H.1 The following U. S. state variations will control if inconsistent with any other provisions of these DroboCare Services Terms and Conditions:

**Alabama, California, Hawaii, Maryland, Minnesota, Missouri, New Mexico, New York, Nevada, South Carolina, Texas, Washington and Wyoming Residents**

If an End User cancels this Plan pursuant to Section G of these DroboCare Terms and Conditions, and Drobo fails to refund the purchase price to End User within: (i) thirty (30) days for California, New York, Missouri and Washington residents; (ii) forty-five (45) days for Alabama, Hawaii, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents; and (iii) sixty (60) days for New Mexico residents; Drobo is required to pay You a penalty of 10% per month for the unpaid amount due and owing to You. The right to cancel and receive this penalty payment only applies to You and may not be transferred or assigned. The obligations of the provider under these DroboCare Services Terms and Conditions are backed by the full faith and credit of Drobo.

**California Residents**

If an End User cancels within thirty (30) days of receipt of the DroboCare package , You will receive a full refund less the value of any DroboCare Services provided.

### **Colorado Residents**

Notice: This Plan is subject to the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, CRS.

### **Connecticut Residents**

The expiration date of the DroboCare Term will automatically be extended by the period that the Product is in Drobo's custody while being serviced. Resolution of Disputes: Disputes may be resolved by arbitration. Unresolved disputes or complaints may be mailed, with a copy of these DroboCare Services Terms and Conditions, to State of Connecticut, Insurance Dept., P.O. Box 816, Hartford, CT 06142-0846, Attn: Consumer Affairs.

### **Florida Residents**

The laws of the State of Florida will govern this Plan and any disputes arising under it.

### **Nevada Residents**

*Cancellations:* No DroboCare Services that have been in effect for at least 70 days may be canceled by Drobo before the expiration of the DroboCare Term or one year after the commencement of the DroboCare Services, whichever occurs first, except on the following grounds:

- Failure by You to pay an amount due;
- Conviction of You of a crime which results in an increase in the service required;
- Discovery of fraud or material misrepresentation by You in obtaining the DroboCare Services, or in presenting a claim for service thereunder;
- Discovery of an act or omission by You, or a violation by You of any condition of the DroboCare Services, which occurred after the first date of the DroboCare Term and which substantially and materially increases the service required under the DroboCare Services;
- A material change in the nature or extent of the required service or repair which occurs after the commencement of the DroboCare Services and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the DroboCare Services were issued or sold.

*Grounds for cancellation; date cancellation effective.* No cancellation of a service contract may become effective until at least 15 days after the notice of cancellation is mailed to You.

*Cancellation of contract; Refund of purchase price; cancellation fee.*

(i) If Drobo cancels the DroboCare Services, Drobo shall refund to Nevada consumers the portion of the purchase price that is unearned. Drobo may deduct any outstanding balance on Your account from the amount of the purchase price that is unearned when calculating the amount of the refund. If Drobo cancels a contract pursuant to NRS 690C.270, it may not impose a cancellation fee.

(ii) Except as otherwise provided in this section, a Nevada resident who is the original purchaser of these DroboCare Services, who submits to Drobo a request in writing to cancel the DroboCare Services in accordance with the terms of the DroboCare Services, shall receive a refund of the portion of the DroboCare Services' purchase price that is unearned.

(iii) If an End User requests the cancellation of these DroboCare Services pursuant to subsection (ii), Drobo may impose the cancellation fee described in the DroboCare Services, but will not deduct the value of any service provided.

(iv) When Drobo calculates the amount of a refund pursuant to subsection (ii), it may deduct from the portion of the purchase price that is unearned: (a) any outstanding balance on the account; and (b) any cancellation fee imposed pursuant to these DroboCare Services. Drobo backs this DroboCare Services for Nevada residents by its full faith and credit.

### **New Hampshire Residents**

In the event an End User does not receive satisfaction under this contract, You may contact the New Hampshire insurance department, by mail at State Of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

### **New Mexico Residents**

*Cancellations:* No DroboCare Services that have been in effect for at least 70 days may be canceled by Drobo before the expiration of the DroboCare Term or one year after the commencement of the DroboCare Services, whichever occurs first, except on the following grounds:

- Failure by You to pay an amount due;
- Conviction of You of a crime which results in an increase in the service required;
- Discovery of fraud or material misrepresentation by You in obtaining the DroboCare Services, or in presenting a claim for service thereunder;
- Discovery of an act or omission by You, or a violation by You of any condition of the DroboCare Services, which occurred after the first date of the DroboCare Term and which substantially and materially increases the service required under the DroboCare Services;
- A material change in the nature or extent of the required service or repair which occurs after the commencement of the DroboCare Services and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the DroboCare Services was issued or sold.

**North Carolina Residents**

The purchase of DroboCare Services is not required either to purchase or to obtain financing for computer equipment.

**South Carolina Residents**

Unresolved complaints or DroboCare Services regulation questions may be addressed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, Tel: 1-800-768-3467.

**Tennessee Residents**

These DroboCare Services shall be extended as follows: (1) the number of days You is deprived of the use of the Product because the Product is in repair; plus two (2) additional workdays.

**Texas Residents**

Drobo may cancel these DroboCare Services with no prior notice for non-payment, misrepresentation or a substantial breach of a duty by You relating to the Product or its use. Unresolved complaints or Contract regulation questions may be addressed to the TX Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, U.S.

H.2 The following Canadian province variations will control if inconsistent with any other provisions of these DroboCare Services Terms and Conditions:

To clarify, you agree to these DroboCare Services terms and conditions, including the language of Section D.3, which waives protections to which You might otherwise be entitled pursuant to the legislation set forth below, or any successor legislation thereto.

- Alberta – *Sale of Goods Act*, R.S.A. 2000, c. S-2 , section 54
- New Brunswick – *Sale of Goods Act*, R.S.N.B., 1973, c. S-1, section 52
- Newfoundland & Labrador – *Sale of Goods Act*, R.S.N.L. 1990, c. I-16, section 56
- Prince Edward Island – *Sale of Goods Act*, R.S.P.E.I. 1988, c. I-6, section