



SAFARI Montage[®] Hardware and Software Limited Warranty and Support Terms

THIS HARDWARE AND SOFTWARE LIMITED WARRANTY AND SUPPORT TERMS (THE “LIMITED WARRANTY”) APPLY TO HARDWARE AND SOFTWARE PRODUCTS SOLD BY LIBRARY VIDEO COMPANY D/B/A SAFARI MONTAGE (“SAFARI MONTAGE,” “WE,” “US,” or “OUR”) OR OUR RESELLERS IN THE UNITED STATES. BY SUBMITTING A PURCHASE ORDER FOR, ACCEPTING DELIVERY OF, OR INSTALLING OUR HARDWARE OR SOFTWARE PRODUCTS, CUSTOMER (“CUSTOMER,” “YOU,” or “YOUR”) ACCEPTS AND IS BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS OF THE LIMITED WARRANTY, DO NOT ORDER, ACCEPT DELIVERY OF, OR INSTALL THE HARDWARE OR SOFTWARE. THIS LICENSE APPLIES IN ADDITION TO THE TERMS, CONDITIONS, LICENSES, WARRANTIES, AND DEFINITIONS IN THE [SAFARI Montage[®] Products and Services General Terms and Conditions of Sale](#), THE [SAFARI Montage[®] Software License Agreement](#), AND OTHER APPLICABLE SAFARI MONTAGE AGREEMENTS.

1. DEFINITIONS.

“Warranty Period” means the year or years described in section 2.

“Warranty Service” means repair, replacement, and other services we may provide to you in our discretion pursuant to this Limited Warranty and the Support Services described in the [SAFARI Montage[®] Software License Agreement](#).

2. LIMITED WARRANTY. Unless otherwise agreed to in a separate written instrument signed by us, for Hardware and Software that has been paid for in full, we warrant the following:

2.1. Hardware.

2.1.1. When installed, operated, and used as recommended in the product documentation and as described in this Limited Warranty, the SAFARI Montage-branded Hardware will be free from defects in design, materials, workmanship, and construction while under ordinary use for a period of one year from the date of shipment. Hardware manufactured by Dell (e.g., servers) will be free from defects in design, materials, workmanship, and construction for a period of three years from the date of shipment. Hardware will be substantially as described in the technical specifications at <http://www.safarimontage.com/hardware/Default.aspx>.

2.1.2. After the Warranty Period expires, our obligation to provide Warranty Service will continue for additional one-year terms with each annual purchase of an extended Hardware warranty or such other time period identified on the Quote.

2.2. Software.

2.2.1. When installed, operated, and used as recommended in the Documentation and in accordance with this Limited Warranty and the [SAFARI Montage[®] Software License Agreement](#), the Software will be operable and substantially conform in all material respects to the Documentation. We warrant the Software for a period of one year from the later of the date: (i) the Software is shipped to Customer, (ii) the Software is installed by us or our representative at your location, or (iii) your Software License is activated. The release or installation of any Software Update does not create a new warranty or extend the Warranty Period.

2.2.2. After the Warranty Period expires, our obligation to provide Warranty Service will continue for additional one-year terms with each annual purchase of a Software Upgrade Plan (SUP) or Software License (or Digital Content license where applicable) that includes a SUP.

3. REQUIREMENTS, EXCLUSIONS, LIMITATIONS. The Limited Warranty is subject to the following requirements, exclusions, and limitations. Any failure to follow the requirements or other such deficiency may void the Limited Warranty or make it inapplicable.

3.1. You must use, care for, and generally maintain the covered Hardware and Software and any other hardware on which covered Software is installed in accordance with the Specifications, normal business practices, and our instructions, including: (i) supplying and meeting any and all minimum system requirements; (ii) providing and maintaining a stable operating environment as we prescribe in all facilities where Hardware or Software is installed, with proper electrical power, air conditioning, humidity control, and grounding provided via a suitable UL-listed uninterruptible power supply properly matched to the power requirements of the equipment; (iii) maintaining updated hardware environments and installing all Software Updates; (iv) regularly backing up data, including your proprietary, confidential, and sensitive information and content on the hard drives and on any other storage devices in or associated with the Hardware and Software; (v) cooperating with us and promptly following all instructions for any Support Services; and (vi) enabling uninterrupted remote access by us and our authorized representatives via internet for Software Updates, maintenance, operational and administrative purposes, and data collection. You must not (vi) use or install additional attachments, features, or devices to the Hardware or Software or (vii) make alterations to the Hardware or Software.

3.2. You must notify us of your claim for Warranty Service before expiration of the Warranty Period and be in compliance with all applicable SAFARI Montage Agreements. You may not permit personnel other than our personnel or authorized resellers to repair or service the Hardware or Software without our prior written consent.

3.3. Third-Party Materials (other than Dell Hardware that we provide as described in section 2) are excluded from the Limited Warranty and provided by us “as-is.” Except for Hardware manufactured by Dell, any warranty, representation, maintenance, support, or other services for such Hardware or Software are matters strictly between you and the third party.

3.4. This Limited Warranty does not apply to: (i) services (other than Software Updates); (ii) Software or Hardware provided on a pilot or demonstration basis; (iii) Digital Content; (iv) consumables such as batteries, or (v) any loss, problem, or damage to Software or Hardware arising out of or in any way related to:

3.4.1. modification or damage by you or an unauthorized Person;

- 3.4.2. negligence, abuse, misapplication, or misuse, including any use other than as specified in the Documentation;
 - 3.4.3. fire, theft, vandalism, terrorism, exposure to weather (e.g., rain, flood, lightning, tornadoes, etc.), earthquakes, excessive heat or cold, power surges, disruption or loss of power, or any other circumstances outside of your reasonable control;
 - 3.4.4. failure to perform preventative maintenance;
 - 3.4.5. failure to provide and maintain a stable operating environment as prescribed in the Documentation in the facilities where Hardware or Software is installed, with proper electrical power, air conditioning, humidity control, and grounding provided via a suitable UL-listed uninterruptible power supply properly matched to the power requirements of the equipment, or use reasonable means to protect the Hardware or Software from further damage after such a failure occurs;
 - 3.4.6. use of Third-Party Materials that do not meet our Specifications, are not authorized by us, or are supplied by an unauthorized supplier;
 - 3.4.7. operation of or access to your or a third party's system or network;
 - 3.4.8. relocation or transportation from the original operating environment;
 - 3.4.9. a change required by the laws or regulations of any governmental body or agency;
 - 3.4.10. pre-existing conditions that occur prior to the Warranty Period, including any damages caused by shipping the Hardware or Software (for more information regarding our liability for shipping damage, see section 1.3 of the [SAFARI Montage® Products and Services General Terms and Conditions of Sale](#));
 - 3.4.11. any breach of any provision of this Limited Warranty or any applicable SAFARI Montage Agreement; or
 - 3.4.12. viruses, worms, Trojans, spyware, malware, ransomware, and any other tampering with the Hardware or Software caused by or occurring at the client-side software or the client-side computer, peripherals, network, or other element of your computing environment.
- 3.5 Neither we nor any of our affiliates, subsidiaries, divisions, employees, agents, successors, assigns, suppliers, manufacturers, or contractors will be liable for any damage to or loss of any of your programs, data, information, or content. TO THE EXTENT POSSIBLE, BEFORE OBTAINING WARRANTY SERVICE, YOU MUST REMOVE ANY PERSONALLY IDENTIFIABLE INFORMATION AND OTHER CONFIDENTIAL, PROPRIETARY, OR SENSITIVE INFORMATION OR CONTENT FROM THE HARDWARE OR SOFTWARE AND INFORM US IF THE WARRANTY SERVICE MAY RESULT IN OUR ACCESS TO ANY SUCH INFORMATION.
- 3.6 You may be required to purchase additional Hardware and related installation and configuration services to support delivery of any New Version.
- 3.7 If the Hardware or Software is defective in any respect that is not covered by the Limited Warranty, then you are responsible for all related repair, replacement, and other services.
4. **REMEDY.** We will determine whether a valid Hardware or Software warranty claim exists and how and where to provide the Warranty Service. If we determine that any issue with your Hardware or Software is subject to Warranty Service, then we will provide you with the following:
- 4.1. **Hardware.** Repair or replacement of the Hardware in whole or in part using new or refurbished Hardware or replacement parts. Refurbished Hardware and replacement parts (i) may incorporate new and serviceable used parts at least functionally equivalent to the original Hardware or part and (ii) will be warranted under the terms of this Limited Warranty for the remainder of the original Warranty Period. When any Hardware or a part is exchanged, the replacement item becomes your property and the replaced item becomes our property.
 - 4.2. **Software.** Repair or replacement of the Software.
5. **OBTAINING SERVICE.**
- 5.1. **Initiating a Claim.** If you believe you are experiencing a warranty issue relating to your SAFARI Montage-branded Hardware or Software or Dell-branded Hardware and wish to initiate a claim, you must contact our Technical Support Team between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time by calling (800) 782-7230, or you may submit a service ticket online at <http://www.safarimontage.com/support/OpenSupportCase/OpenCase.aspx>.
 - 5.2. **Hardware.** For Hardware, you must provide us with the unit's serial number, service number, or other service tag information. Our Technical Support Team will determine, in its sole discretion, whether the claim is covered by the Limited Warranty. We may need to physically examine the Hardware in order to make such determination. To examine the Hardware or deliver Warranty Service, upon receipt of all necessary information from you as we require, we may do any of the following:
 - 5.2.1. *On-site.* We will utilize a certified technician to examine Hardware and perform Warranty Services at your premises as we deem necessary. You must provide access to your facilities, personnel, and hardware as we reasonably require.
 - 5.2.2. *Off-site.* We will provide Warranty Service remotely as we deem necessary via phone, email, and other digital means. You must communicate and cooperate with us as we reasonably require.
 - 5.2.3. *Shipment of Hardware.* Upon receipt of Hardware you ship to us, we will inspect the Hardware and perform such Warranty Services at our location to the extent we deem necessary, if any. Package the product in the original packing material (if available) or contact our Technical Support Team for packing instructions. Using the Equipment Service Request (ESR) number we provide, you must follow all of our shipping and timing instructions. You must adequately insure each shipment as you are solely responsible for loss or damage during shipment of Hardware for inspection or Warranty Service. If we determine that the Limited Warranty applies, we will pay standard ground carrier shipping and freight charges to and from our facilities for Hardware shipped from a U.S. address. If we determine without inspection that the Limited Warranty does not apply, then you are responsible for paying all shipping and freight charges plus a fee for us to evaluate the Hardware for repair and replacement. We will provide you with a Quote for any non-covered labor and parts charges and you will be responsible for such charges as you elect. If our inspection determines that the Limited Warranty does not apply, you are responsible for all return shipping and freight charges.
 - 5.3. **Software.** For Software, our Technical Support Team will determine, in its sole discretion, whether the claim is covered by the Limited Warranty. If we determine that you have a valid claim and are entitled to Warranty Service, we will determine whether to repair or replace the Software. To deliver the Warranty Service, upon receipt of all necessary information from you as we require, we may do any of the following:

5.3.1. *Off site.* We may provide Warranty Service remotely as we deem reasonably necessary via phone, email, and other digital means. You must (i) communicate and cooperate with us as we reasonably require, (ii) support and assist the Technical Support Team in identifying and clarifying the problems, including supplying source documents or data files as necessary to isolate or replicate a problem or condition, and (iii) provide and maintain an adequate communication infrastructure to allow the Technical Support Team to support the Software on a remote basis, including granting remote access to Customer Systems as we require.

5.3.2. *Shipment of Software.* If the Technical Support Team determines that the Software (*i.e.*, the Hardware on which the Software is installed), must be shipped to SAFARI Montage facilities for Warranty Service, you must follow the procedure described in section 5.2.3 above for returning the Software and any hardware on which the Software is installed to SAFARI Montage.

6. **DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 2 AND AS PROVIDED IN THE [SAFARI Montage® Products and Services General Terms and Conditions of Sale](#) AND OTHER APPLICABLE SAFARI MONTAGE AGREEMENTS, THE WARRANTIES SET FORTH IN THIS DOCUMENT ARE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR THE HARDWARE AND SOFTWARE. EXCEPT AS PROVIDED HERE, THE SOFTWARE AND HARDWARE ARE PROVIDED “AS IS.” EXCEPT AS SET FORTH IN SECTION 2.1, THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR. WE SPECIFICALLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR FREEDOM FROM ERROR OR INTERRUPTION, WHETHER EXPRESS OR IMPLIED OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE, TRADE PRACTICE, OR OTHERWISE. WE MAKE NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR HARDWARE WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.