

American Power Conversion's "Equipment Protection Policy"

THIS POLICY IS NOT A WARRANTY. REFER TO THE APC LIMITED WARRANTY FOR INFORMATION CONCERNING THE WARRANTY FOR YOUR APC PRODUCT. THE LIMITATIONS AND CONDITIONS CONTAINED IN THIS POLICY DO NOT AFFECT THE TERMS OF THE WARRANTY.

"Equipment Protection Policy"

In the 50 US States and Canada Only for 120 Volts Products
US Territories not included.

If your electronic equipment is damaged by power line transients on an AC power line (120 Volt - see Note 1 below) while directly and properly connected to a standard APC product covered by the Equipment Protection Policy ("connected equipment"), and if all of the remaining conditions specified below are met, APC will, at APC's sole option, during the period specified below only, replace the APC product and either (a) pay for the repair of the connected equipment or (b) reimburse you for the fair market value, as determined by the then current price list of the Orion Blue Book (or equivalent), of the connected equipment, in an amount not to exceed the dollar limits stated below, if APC determines that the damage was caused by the failure of the APC product to protect against power line transients and/or where applicable, data line, telephone or CATV line transients. Power line transients that APC products have been designed to protect against, as recognized by industry standards, include spikes and surges on AC power lines. Protection from telephone line transients applies only to APC products which offer modem or fax line protection, and in cases in which such protection is available, telephone service equipment must include a properly installed and operating "primary protection" device at the service entrance (such devices are normally added during telephone installation) in order to be covered for telephone line transients. Protection of CATV (Cable Television) connected equipment from transients applies only to APC products which offer such protection, and in such cases, the CATV service must be properly grounded according to the codes set forth in the National Electrical Code (NEC) in order to be covered for CATV transients. Protection from data line transients applies only to APC UPS products which offer data line protection. This policy does not apply to the APC ProtectNet products. If you own APC ProtectNet products, please refer to the Supplemental Equipment Protection Policy included with your ProtectNet products.

Data Recovery Policy

If data is lost from the hard drive in the protected computer due to a malfunction of a properly connected APC product, APC will, at its sole discretion, provide data recovery services from Ontrack® data recovery labs. This warranty will be offered to customers to the extent commercially reasonable, as determined by APC at its sole discretion. Ontrack will make every commercially reasonable effort to retrieve customer data, however, due to the nature of data loss, recovery is not guaranteed. The data recovery warranty is available on all APC products mentioned in the chart that follows with the exception of APC's Basic and Personal SurgeArrest® models. Data recovery is limited to physical hard drives within protected computing equipment. Expressly excluded from this warranty are any type of external storage devices.

APC reserves the right to determine whether the damage to the connected equipment is due to APC product failure by requesting that damaged equipment be sent to APC for inspection. This policy is in excess of, and applies only to the extent necessary beyond, any coverage for the connected equipment provided by other sources, including, but not limited to, any manufacturer's warranty, extended warranty coverage and home owner's insurance.

Equipment Protection Policy Dollar and Period Limits

For customers that meet the qualifications and conditions set forth in this policy, APC will provide reimbursement (cost of repair or fair market value) during the period limits and up to the dollar limits stated as follows:

Product*	Specific Model**	Dollar Limit	Period***
Basic Surge	P6	\$10,000	Lifetime
Basic Surge	P7T10/P7T6/P10V2	\$25,000	Lifetime
Personal SurgeArrest		\$50,000	Lifetime
Professional SurgeArrest		\$75,000	Lifetime
Network SurgeArrest		\$100,000	Lifetime
Performance SurgeArrest		\$100,000	Lifetime
SurgeArrest Notebook	PNote1	\$15,000	Lifetime
SurgeArrest Notebook	Pro PNotePro/PNotePro3	\$75,000	Lifetime
PowerManager		\$100,000	Lifetime
Back-UPS ES		\$50,000	Lifetime
Back-UPS Office		\$75,000	Lifetime
Back-UPS VS		\$75,000	Lifetime
Back-UPS CS		\$100,000	Lifetime
Back-UPS	BK650MC	\$100,000	Lifetime
Back-UPS LS		\$150,000	Lifetime
Back-UPS Pro		\$150,000	Lifetime
Line-R		\$75,000	Lifetime
Smart-UPS		\$150,000	Lifetime
Matrix-UPS		\$150,000	Lifetime

* All X-option products are excluded

**If blank, then all products in that family are covered with the exception of X-Option products

***Lifetime period is the life of the product while owned by the original purchaser ("you" or "purchaser")

Eligibility for coverage under the Equipment Protection Policy:

1. You must register the product by returning to APC the warranty card provided with the product within 10 days of purchase. All information must be filled in, and you should retain a copy for your records.
2. All connected equipment must be UL or CSA approved.
3. The APC product must be plugged into properly wired and grounded outlets; no extension cords, adapters, other ground wires, or electrical connections may be used, with the sole exception of other standard APC 120 Volt products. The installation must not include power protection products made by any manufacturer other than APC. The installation must comply with all applicable electrical and safety codes set forth pursuant to the most current National Electrical Code (NEC).
4. Any claim under the Equipment Protection Policy must be made within 10 days of the date of alleged damage to the connected equipment.
5. The Equipment Protection Policy covers only standard APC 120 Volt products used in the 50 US States and/or Canada (US Territories not included).

What is not covered under the Equipment Protection Policy:

1. DAMAGE TO ELECTRONIC EQUIPMENT RESULTING FROM TRANSIENTS ON DATA LINES IS NOT COVERED UNLESS THE UPS OR SURGE PRODUCT OFFERS SUCH PROTECTION.
2. Restoration of lost data and reinstallation of software are not covered.
3. This policy does not cover damage from a cause other than AC power line transients, except for damage due to data line, telephone line or CATV transients, which is covered only if the APC product offers such protection and the unit is properly utilized. In addition, the following are expressly excluded from coverage:
4. DAMAGE CAUSED BY FAILURE TO PROVIDE A SUITABLE INSTALLATION ENVIRONMENT FOR THE PRODUCT (INCLUDING, BUT NOT LIMITED TO, LACK OF A PROPER SAFETY GROUND).
5. Damage caused by the use of the APC product for purposes other than those for which it was designed.
6. Damage caused by accidents, or disasters such as fire, flood, or wind.
7. Damage caused by abuse, misuse, alteration, modification, or negligence.
8. This policy is null and void if, in APC's view, the APC product has been tampered with or altered in any way.
9. EXCEPT AS EXPRESSLY PROVIDED IN THIS POLICY, IN NO CASE SHALL APC BE LIABLE UNDER THE TERMS OF THIS POLICY FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR MULTIPLE DAMAGES ARISING OUT OF THE USE OF THE APC PRODUCT OR DAMAGE TO THE CONNECTED EQUIPMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE APC PRODUCT OR THE CONNECTED EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF SOFTWARE, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY.

Submitting an Equipment Protection Policy Claim:

1. If all of the conditions for coverage are satisfied, call the APC customer service department at (800) 800-4APC and obtain an EPP RMA (Equipment Protection Policy Returned Material Authorization) number. APC will forward to you an Equipment Protection Policy claim form, which must be completed and filed within 30 days.
2. Mark the Equipment Protection Policy RMA number on the APC product you are returning.
3. Pack the APC product in its original packaging (or request packing materials from APC if the packaging has been discarded). Enclose the completed Equipment Protection Policy claim form and a copy of your sales receipt for the APC product in box.
4. Mark the EPP RMA number clearly on the outside of box.
5. Ship the product (one way shipping charges paid by you) to the address given by the APC representative handling your claim.

6. APC will evaluate the product to determine its level of functionality, and will examine the product for evidence of damage from AC power line transients (data line, telephone line or CATV transients, if applicable), (A) If APC's evaluation provides no evidence of damage from power line transients (data line, telephone line or CATV transients, if applicable), APC will send to the customer (i) a report summarizing the tests performed and (ii) a rejection of claim notice. (B) If the APC product shows evidence of damage from power line transients (data line, telephone line or CATV transients, if applicable), APC will request that all connected equipment for which an Equipment Protection Policy claim has been submitted, be sent for evaluation to either APC or an authorized service center. If it is determined that the connected equipment has been damaged from AC power line transients (data line, telephone line or CATV transients, if applicable), APC will, in its discretion, either authorize you to have the equipment repaired or reimburse you for the fair market value of the damaged equipment, up to the dollar limits stated above. Please save the damaged connected equipment or all damaged parts.

7. If you are authorized by APC to have the connected equipment repaired, the repair must be performed at a service center that is authorized by the manufacturer of the connected equipment. APC reserves the right to contact the authorized service center directly to discuss repair costs and damage to the connected equipment to determine if it was caused by AC power line transients (data line, telephone line or CATV transients, if applicable) and the right to request that the service center forward the connected equipment or components of the connected equipment to APC for inspection. Please notify the service center to save all damaged parts.

8. APC will, after determining that the damage was caused by the failure of the APC product to protect against AC power line transients (data line, telephone line or CATV transients, if applicable), issue payment to you, in its sole discretion, for either costs of repair or the fair market value of the connected equipment, up to the dollar limits stated above. APC reserves the right to require you to transfer title and deliver the connected equipment to APC if it chooses to reimburse you for the fair market value of the connected equipment.

9. Unless modified in a writing signed by APC and you, the terms of this policy are understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral and written, and all other communications between the parties relating to the subject matter of this agreement. No employee of APC or any other party is authorized to make any representations beyond those made in this agreement concerning the Equipment Protection Policy.

APC[®]
www.apc.com

132 Fairgrounds Road
West Kingston, RI 02892
Tel: (800)800-4APC/(401)7895735/Fax: (401)7893730