

PLATINUM PROTECTION POLICY

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

In the United States and Canada only, for Standard 120, 208, 240 Volt Products¹

The Initial Purchaser of this Para Systems product, ("Product"), is protected, for the lifetime of the product, against certain losses due to AC power line transients for properly connected electronic equipment (referred to as the "Connected Equipment") subject to certain terms and conditions provided below.

This Platinum Protection Policy is not deemed "first dollar" coverage. Para Systems obligation is reduced by any amounts that the Initial Purchaser is entitled to recover, whether recovery is requested or not, from other sources regarding the Connected Equipment, including insurance, other warranty, extended warranty, or legal liability, whether or not the Initial Purchaser makes a claim for recovery including, but not limited to, a claim under any applicable insurance, other warranty, extended warranty, or a legal liability claim.

To be covered under the Platinum Protection Policy: (a) you must notify Para Systems within ten (10) days of the event for which you intend to make the Connected Equipment claim; (b) the Product must have undeniable physical evidence of allowing an AC power line transient that directly and proximately caused the damage; (c) the Connected Equipment must have been damaged by a transient, spike, or surge ("Power Disturbance") on a properly installed, grounded, and National Electric Code, ("NEC"), code-compliant 120, 208.

240-volt AC power line in the United States or Canada, by a Power Disturbance on standard telephone land line or PBX telephone equipment line that is properly installed and connected to an RJ11 port on the Product; or by a Power Disturbance on a standard Local Area Network connection that is properly installed and connected to an RJ45 port on the Product and (d) is directly plugged into, and properly connected to, the Product in its original condition which was properly operated when a Power Disturbance passed through the Product and (i) exhausts the protection capacity of the Product or (ii) damages the Product.

Further, the Platinum Protection Policy does not apply if the Product has been operated in a failure mode or not in compliance with Para Systems' operating instructions in the Product user's manual, or if the Connected Equipment has not been operated in compliance with the instructions and manuals of its manufacturer/yendor.

Para Systems' total liability under this Platinum Protection Policy is limited to the Agreed Damage Amount.

Platinum Protection Policy Dollar and Period Limits

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

Product ¹	Dollar limit	Period
PRO-RT Series	100,000	Lifetime ²
Encompass Series	150,000	Lifetime ²
Endeavor-LCD Series	200,000	Lifetime ²
Enspire Series	50,000	Lifetime ²
Entrust-LCD Series	75,000	Lifetime ²
ERS Series	100,000	Lifetime ²
Enterprise Plus LCD Series	100,000	Lifetime ²
Entrepid Series	100,000	Lifetime ²
MMS PDU Series	50,000	Lifetime ²
CPE Series	40,000	Lifetime ²
RPM Series	30,000	Lifetime ²

Note 1: "Standard" (or "Std.") is defined as excluding all "custom manufactured" products. Note 2: "Lifetime" period is the designed and engineered life of the original product while owned by the Initial Purchaser ("you" or "Purchaser").

Eligibility for coverage under the Platinum Protection Policy

- 1. The Product must be registered by returning to Para Systems the warranty card, (if applicable), 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 Product must be plugged into a properly wired and grounded outlet. Input surge devices, extension cords, adapters, ground wires, or electrical connections not manufactured by Para Systems are not allowed and void the Platinum Protection Policy. No other surge protection device may be connected to the output sockets of the Product. The installation must comply with all applicable electrical and safety codes set forth pursuant to the NEC.
- 4. Any claim under the Platinum Protection Policy must be made within 10 days of the date of alleged damage to the Connected Equipment.
- 5. The Platinum Protection Policy covers only Standard Para Systems 120, 208, 240 Volt¹ products used in the United States and Canada only.

What is not covered under the Platinum Protection Policy:

- 1. Restoration of lost data and reinstallation of software are not covered.
- 2. This policy does not cover damage from a cause other than AC power-line transients, except for damage due to telephone line, Local Area Network or CATV transients, which is covered only if the Product offers such protection.

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- In addition to the first two conditions on the previous page, the following are expressly excluded from coverage:
- 3. DAMAGE CAUSED BY FAILURE TO PROVIDE A SUITABLE INSTALLATION ENVIRONMENT FOR THE PRODUCT (INCLUDING, BUT NOT LIMITED TO, LACK OF A PROPER SAFETY GROUND).
- 4. Damage caused by the use of the Para Systems Product for purposes other than those for which it was designed.
- Damage caused by accidents, or disasters such as fire, flood, wind, etc.
 Damage caused by abuse, misuse, alteration, modification, or

negligence, etc.

- 7. This policy is null and void if, in Para Systems' view, the Product has been tampered with or altered in any way.
- 8. EXCEPT AS **EXPRESSLY** PROVIDED IN THIS POLICY, IN NO CASE SHALL PARA SYSTEMS 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 PARA SYSTEMS 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 PARA SYSTEMS PRODUCT OR THE CONNECTED **EQUIPMENT OR ANY ASSOCIATED** EQUIPMENT, LOSS SOFTWARE, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, **FACILITIES**

- SERVICES, DOWNTIME, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY.
- 9. Any labor costs or travel, room and board expenses associated with the repair and/or restoration of hardware, software or data related to the Platinum Protection Policy claim.

Submitting a Platinum Protection Policy Claim:

- 1. Call the Para Systems technical support department at 1-800-238-7272 and obtain a Platinum Protection Policy Returned Material Authorization, (RMA), number. Have information on all applicable insurance or other resources of recovery/payment that are available to the Initial Purchaser and the name of the power utility supplier for the location of the Connected Equipment. Para Systems will forward to you a Platinum Protection Policy claims form, which must be completed and filed with Para Systems within 30 days.
- 2. Mark the Platinum Protection Policy RMA number on the Para Systems product you are returning.
- 3. Pack the Para Systems product in its original packaging or similar packing materials if the original packaging has been discarded. Enclose the completed Platinum Protection Policy claim form and a copy of your original sales receipt for the Product in the box.
- 4. Mark the RMA number clearly on the outside of the box.
- 5. Ship the Product (one-way shipping charges paid by you) to:

Para Systems, Inc. 1455 LeMay Drive Carrollton, TX 75007 Attn: PPP RMA#

6. Para Systems will evaluate the product to determine its level of functionality, and will examine the product for evidence of damage from AC power-line transients (telephone line,

- Local Area Network, or CATV transients. if applicable). (A) If Para Systems' evaluation provides no evidence of damage from power-line transients (telephone line, Local Area Network, or CATV transients, if applicable), Para Systems will send to the Purchaser (i) a report summarizing the tests performed and (ii) a rejection of claim notice. (B) If the Product shows evidence of damage from power-line transients (telephone line, Local Area Network, or CATV transients, if applicable), Para Systems will request that all Connected Equipment for which a Platinum Protection Policy claim has been submitted, be sent for evaluation to either Para Systems or an authorized service center. If it is determined that the Connected Equipment has been damaged from AC power-line transients (telephone line, Local Area Network, or CATV transients, if applicable), Para Systems will, at its discretion, either authorize you to have the equipment repaired or reimburse you for the fair market value³ of the damaged equipment, up to the dollar limits stated above.
- 7. If you are authorized by Para Systems 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. Para Systems 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 powerline transients (telephone line, Local Area Network, 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 Para Systems for inspection.
- 8. Para Systems will, after determining that the damage was caused by the failure of the Product to protect against AC power-line transients (telephone line, Local Area Network, or CATV transients,

- if applicable), issue payment to you, in its sole discretion, for either cost of repair or the fair market value of the Connected Equipment, up to the dollar limits stated above. Para Systems reserves the right to require you to transfer title and deliver the Connected Equipment to Para Systems if it chooses to reimburse you for the fair market value of the Connected Equipment.
- 9. Unless modified in writing signed by an officer of Para Systems and you, the terms of this policy are understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of Para Systems or any other party is authorized to make representations beyond those made in this agreement concerning the Platinum Protection Policy.
- Note 3: The fair market value of the Connected Equipment as established by the lower of (a) the average price the same or similar items are being sold for on eBay, (b) the price list of Orion Blue Book (or if such price list is no longer published, a published or announced price list reasonably selected by Para Systems), or (c) the lowest price the same or similar items can be purchased for in the United States or the amount(s) of all payment(s) you have or are entitled to receive from insurance, other warranties, extended warranties, a legal liability claim or from other sources or persons for the Connected Equipment or damage to such equipment so that Para Systems' maximum liability shall be reduced to reflect all such other payments or sources of recovery, whether applied for or not.

Para Systems, Inc. 1455 LeMay Drive Carrollton, TX 75007 800-238-7272 (972)-446-7363