

SEAGATE® RESCUE SERVICE PLAN
Terms & Conditions

IMPORTANT: THIS SERVICE PLAN IS ONLY AVAILABLE FOR EQUIPMENT THAT HAS BEEN PURCHASED EITHER CONCURRENTLY WITH OR WITHIN THIRTY (30) DAYS OF THE SERVICE PLAN PURCHASE DATE SHOWN ON YOUR SERVICE PLAN SALES RECEIPT. USE OF EQUIPMENT IN AN ENTERPRISE ENVIRONMENT IS NOT COVERED. IF YOU PURCHASED THIS SERVICE PLAN MORE THAN THIRTY (30) DAYS AFTER THE EQUIPMENT PURCHASE DATE, OR IF THE INTENDED USE IS IN AN ENTERPRISE ENVIRONMENT, PLEASE CONTACT THE ADMINISTRATOR IMMEDIATELY FOR A FULL REFUND OF ANY/ALL SERVICE PLAN FEES PAID BY YOU. REFER TO THE "WHAT IS NOT COVERED" SECTION FOR A LIST OF FULL EXCLUSIONS.

CONGRATULATIONS! Thank You for Your recent purchase of the SEAGATE® RESCUE Service Plan (the **"Service Plan"**). We hope You enjoy the added comfort and protection this Service Plan provides. By purchasing this Service Plan, You agree that these terms and conditions govern any service or benefit offered or attempted under this Service Plan. Please keep these Service Plan terms and conditions in a safe place along with the sales receipt/invoice that You received when You purchased this Service Plan and the original receipt for Your Equipment purchase (if purchased separately from this Service Plan), as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered by this Service Plan. From the day You purchase this Service Plan, the Administrator and its authorized representatives, will assist You in understanding Your Service Plan benefits.

KEY TERMS: Throughout these Service Plan terms and conditions, the words **"We"**, **"Us"** and **"Our"** mean the party or parties obligated to provide service under this Service Plan, who is Seagate Technology, LLC, 10200 S De Anza Blvd, Cupertino, CA 95014. **"You"** and **"Your"** refer to the purchaser of the Equipment covered by this Service Plan, or to the person to whom this Service Plan was properly transferred. **"Administrator"** means the entity that is appointed by and/or contracted by Us to render certain data recovery services to You under this Service Plan, who is Fulcrum Analytics, Inc., P.O. Box 850, Fairfield, CT 06824, 1-800-261-9859. **"Retailer"** means the seller that has been authorized by Us to sell this Service Plan to You. **"Service Plan Purchase Price"** means the amount paid by You for this Service Plan; excluding any applicable taxes and/or fees, as evidenced on Your Service Plan sales receipt. **"Equipment"** means the solid state drive (SSD), hard disk drive (HDD), external hard drive or other eligible media storage device which You purchased and which stores the data that is covered by this Service Plan. Coverage is limited to a single drive or storage device per Service Plan as designated through the registration of Equipment serial number at the time of Service Plan registration. **"OEM"** refers to the Original Equipment Manufacturer of Your covered Equipment. **"Pre-Existing Condition"** means an issue that existed with Your Equipment prior to the issuance of this Service Plan. **IMPORTANT NOTE: TABLETS, MOBILE PHONES, USB MEMORY STICKS, COMPACT FLASH DEVICES AND ANY AND ALL PRE-EXISTING CONDITIONS ARE NOT ELIGIBLE FOR COVERAGE UNDER THIS SERVICE PLAN.** You may also contact the Administrator for assistance in determining whether Your media storage device is eligible for coverage.

PRODUCT ELIGIBILITY: Equipment eligible for coverage under this Service Plan must be purchased as new or factory-refurbished and manufactured for use in the United States (which at the time of purchase included a manufacturer's original or factory-refurbished warranty valid in the United States). Additionally, Equipment eligible for coverage under this Service Plan is limited; please contact Your Administrator to confirm eligibility.

In the event You inadvertently purchase a Service Plan for Equipment not eligible for coverage, We will provide You with a full refund of the Service Plan purchase price and coverage shall be deemed null and void. Accessories and/or add-on options purchased separately and not essential to the basic function of the Equipment are not eligible for coverage.

SERVICES PROVIDED: We agree to have services performed that are designed to retrieve, while minimizing the damage to, the media files and/or data on Your Equipment in the event Your Equipment fails to perform during the term of this Service Plan. **YOU ACKNOWLEDGE THAT THE EQUIPMENT MAY BE DAMAGED PRIOR TO OUR RECEIPT, AND YOU FURTHER ACKNOWLEDGE THAT OUR EFFORTS TO COMPLETE THE SERVICES MAY RESULT IN FURTHER DAMAGE TO OR THE DESTRUCTION OF THE EQUIPMENT WHICH MAY VOID THE EQUIPMENT OEM WARRANTY.** To the extent possible, You should back up accessible data on Your Equipment *before* submitting it for service under this Service Plan. If the damage sustained to Your original Equipment is covered by the OEM warranty, then the OEM is responsible for providing You with a replacement device. In such instances, You may have the opportunity to transfer the remaining coverage term under this Service Plan to that replacement device. **IMPORTANT: Any services performed under this Service Plan is not a guarantee that lost data will be recovered; however, all reasonable efforts will be used to recover Your data through methods further explained below.**

Under this Service Plan, Your Equipment is eligible for one (1) In-Lab Data Recovery attempt during the term of coverage and pursuant to the terms and conditions of this Service Plan. This Service Plan does not provide coverage for any of the losses set forth in the section titled **"WHAT IS NOT COVERED"**.

IN-LAB DATA RECOVERY: You will be asked to ship Your Equipment to Our designated laboratory facility to attempt the retrieval of Your data ("In-Lab Data Recovery"). When You ship Your Equipment to the laboratory facility, You must use the original Equipment packaging or packaging that provides an equal or greater level of protection for Your Equipment to prevent any further damage to the Equipment during shipping. You are responsible for any risk of loss of the Equipment until it is received at the laboratory facility. For more information please contact the Administrator at 1-800-261-9859. We will pay the shipping costs associated with shipping Your Equipment to the laboratory facility, as well as the cost of shipping Your original Equipment and/or other data storage media containing data recovered from Your original Equipment back to You. You are eligible for a maximum of one (1) In-Lab Data Recovery attempt under this Service Plan. Upon receipt of Your original Equipment at the laboratory facility, We will take the following action(s):

- a. **RECOVERY EFFORT:** We will attempt to recover Your lost data and files.
- b. **RETURN OF RECOVERED DATA:** Your recovered data will be loaded on a media storage device and returned to You.
 - i. *Media Storage Device provided by the Us:* We are responsible for procuring the appropriate media storage device at no cost to You. We, at our sole discretion, will provide the recovered data back to You on the media device of Our choice.
 - ii. *Media Storage Device provided by You:* In the event You wish to provide Us with a media storage device of Your preference, You will be responsible for procuring such storage device and shipping it to the Administrator; including any incidental costs associated with the shipment. Your preferred media storage device must be approved by the Administrator, to ensure type and capacity is appropriate for the size of data to be recovered.
 - iii. *Original Equipment Return:* Upon Your request, We will return Your original Equipment to You. NOTE: Data recovery efforts utilized during the In-Lab Data Recovery Service may render the original Equipment inoperable.
- c. **SOFTWARE INSTALLATION:** You may need to reinstall Your software to Your Equipment or Your replacement media device. Installation or re-installation of any and all software shall be Your responsibility and is not covered under this Service Plan.
- d. **DISPOSAL OF YOUR DEFECTIVE EQUIPMENT:** Because data recovery efforts utilizing the In-Lab Data Recovery Service renders Your Equipment inoperable, Your original Equipment will be subject to secure disposal following an In-Lab Data Recovery attempt, unless You request that We return the inoperable original Equipment back to You. To the extent possible You should back up accessible data on the Equipment before shipping it to Our laboratory facility for an In-Lab Data Recovery attempt.

UNRECOVERABLE DATA: In some cases Your data may not be recoverable. In such instances, You will be entitled to reimbursement of the purchase price of this Service Plan; which may be in the form of a retail gift card, at Our sole discretion, and We shall then be discharged from any further obligations under this Service Plan (the "Unrecoverable Data Reimbursement"). The Unrecoverable Data Reimbursement shall NOT apply in instances where partial recovery of Your lost data was successful; there must be a complete loss and non-recovery of data from Your Equipment to be eligible.

WHAT TO DO IF YOUR EQUIPMENT REQUIRES SERVICE: Call the Administrator at 1-800-261-9859 and explain the problem. You will be instructed on the next steps for filing a claim under this Service Plan and for scheduling an appointment with a qualified technician to provide service under a Remote Data Recovery attempt. For faster service, please have Your dated proof of purchase (sales receipts) and Service Plan number available when You place the call. You may be required to provide a copy of Your proof of purchase for Your Service Plan and Equipment (sales receipts) at time of service. NOTE: THIS SERVICE PLAN MAY PROVIDE NO COVERAGE IF YOU MAKE UNAUTHORIZED ATTEMPTS TO RETRIEVE THE DAMAGED OR LOST DATA. Service will be provided during normal business hours and in the USA only.

TERM OF COVERAGE: Coverage under this Service Plan begins on the date of Service Plan purchase or Equipment delivery date (if later) and continues for the period of time specified on Your Service Plan sales receipt; subject to the terms and conditions stated herein.

LIMITATION OF LIABILITY:

You acknowledge upon the initiation of any services provided by Us hereunder that the Equipment, media and/or data, is now damaged and You acknowledge that Our efforts to analyze the damage, prepare for and perform the services we believe are necessary or advisable may result in the destruction of or further damage to the Equipment, media and/or data. We, for ourselves and the Administrator, hereby state and You, by submitting or permitting us access to the Equipment to perform the services described in this Service Plan, acknowledge that due to the damaged condition of Your Equipment, media and/or data, and the uncertain nature of the type and extent of such damages, We cannot and do not assume responsibility for any additional damage that may occur to Your Equipment, media and/or data during Our attempts to recover your data.

Our maximum liability in connection with all claims processed pursuant to the terms and conditions of this Service Plan shall not exceed the MSRP of the covered Equipment (the "Maximum Liability Limit") or replacement of the covered Equipment; whichever occurs first. In the event the aggregate sum of all claims processed under this Service Plan equals the MSRP of the covered Equipment or We replace Your Equipment for any reason, Our obligations under this Service Plan shall be considered fulfilled in their entirety and We shall have no further obligation to service the Equipment (original or replacement piece) under this Service Plan. In no event will We or the Administrator be liable for any damages whatsoever that are in excess of the Maximum Liability Limit, whether based on contract, tort, warranty or other legal or equitable ground, including without limitation damages for loss of data, property damage, lost time, loss of business profits, business interruption, or other pecuniary loss, or incidental, consequential or indirect damages arising from the services performed pursuant to this Service Plan. This limitation will apply even if We, the Administrator or any of our respective authorized entities, affiliates, dealers, agents, suppliers, or representatives have been advised of the possibility of such damage. By requesting the services described in this Service Plan You acknowledge that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk.

WHAT IS NOT COVERED:

1. This Service Plan does not provide coverage for attempted data recovery, loss or damage to Your Equipment caused by or resulting from any of the following, unless otherwise explicitly stated below:
 - a. Pre-Existing Conditions;
 - b. Mechanical, electrical or operational breakdown of Your Equipment – OUR LIABILITY IS SOLELY LIMITED TO THE RECOVERY ATTEMPT OF YOUR LOST OR DAMAGED DATA, AND WE SHALL NOT BE RESPONSIBLE FOR REPAIRING OR REPLACING YOUR ORIGINAL EQUIPMENT, ALTHOUGH IN CERTAIN SITUATIONS THE ADMINISTRATOR RESERVES THE RIGHT TO STORE RETRIEVED DATA ON A COMPARABLE MEDIA DEVICE;
 - c. Collision with or explosion of another object;
 - d. Unauthorized repairs, improper installation or attachments or transportation damage;
 - e. Lack of manufacturer specified maintenance or improper equipment modifications; and
 - f. Vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, or acts of nature or any other external peril originating from outside the Equipment.
2. This Service Plan does not provide coverage for any of the following equipment, products, or equipment components:
 - a. Equipment that includes the words “Enterprise”, “Mission Critical”, “Business Critical” or “Near Line” in its manufacturer’s description;
 - b. Equipment that uses a Serially Attached SCSI (SAS) interface;
 - c. Equipment that is network-attached storage or multi-drive storage capable of housing more than ten (10) hard drives;
 - d. Equipment used in a data center, server farm, storage farm, storage cloud, cloud storage, computing cluster, storage cluster or storage area network (SAN);
 - e. Equipment sold without a manufacturer’s/retail warranty or sold “as is;”
 - f. Equipment used in industrial settings (equipment used in industrial settings may be defined as: any utilization of equipment that is inconsistent with either the design of the Equipment or the way the OEM intended the Equipment to be used;
 - g. Components not contained with the housings of the covered equipment;
 - h. Equipment with removed or altered serial numbers;
 - i. Public rental equipment or products used in communal settings (use of a product for these purposes will cause this Service Plan to provide no coverage); and
 - j. Portable electronic devices; such as tablets, mobile (cell) phones, USB memory flash sticks, compact flash devices.
3. This Service Plan does not provide coverage for any of the following costs, expenses or services:
 - a. Data recovery services when such are covered by manufacturer’s recall; manufacturer’s factory bulletins; insurance; or another service agreement;
 - b. Cleaning, preventative maintenance, or customer education expenses related to the Equipment, or any resultant damage caused by such;
 - c. Service required as a result of any alteration of the Equipment, or repairs made by anyone other than a servicer authorized by Us, or the use of supplies other than those recommended by the manufacturer;
 - d. Liability or damage to property, or injury or death to any person arising out of the operation, maintenance or use of the Equipment;
 - e. Expenses incurred from the dismantling or reinstallation of fixed infrastructure when removing Your Equipment from, or installing an alternate media device into, a custom installation;
 - f. Any perceived or actual monetary value associated with lost personal data, except to the extent covered under this Service Plan; and
 - g. Service outside of the United States of America, its territories or Canada.

OUR RIGHT TO RECOVER EXPENSES: If You have a right to recover against another party for any expenses We have incurred to perform the Services under this Service Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights.

CANCELLATION: You may cancel this Service Plan by informing the Administrator of Your cancellation request within 30 days of the purchase of the Service Plan and You will receive a 100% refund of the Your Service Plan Purchase Price, less any claims paid by Us. If Your cancellation request is made more than 30 days from the date of purchase of this Service Plan, You will receive a pro-rata refund of Your Service Plan Purchase Price, less any claims paid by Us. When applicable, You shall be entitled to the Unrecoverable Data Reimbursement outlined in the “SERVICES PROVIDED – UNRECOVERABLE DATA” section.

If We cancel this Service Plan, We may only cancel for the following reasons: 1) non-payment of the Service Plan fee; 2) material misrepresentation by You to Us; or 3) a substantial breach of duties by You under this Service Plan in relation to the covered Equipment or its use. Additionally, We must provide You written notice at least 15 days prior to the effective date of cancellation; such notice will be sent to Your current email address in Our file (or physical address if necessary), with the effective date of cancellation and reason for cancellation. If We cancel this Service Plan, You will receive a refund based upon one-hundred percent of the unearned pro-rata Service Plan Purchase Price paid by You, minus any claims paid by Us.

RENEWABILITY: If You wish to renew coverage under this Service Plan, please contact the Administrator prior to the expiration of Your current Term to initiate Our renewal process. *Renewability is determined at Our sole discretion and may not be available.*

TRANSFERS: If You wish to transfer coverage under this Service Plan to a different owner or a replacement device which may have been provided by the OEM, please contact the Administrator to initiate Our transfer process. *Transferability is determined at Our sole discretion and may not be available. The CANCELLATION provisions apply to the original purchaser of this Service Plan only.*

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute arising out of or related to these Program Terms or any data recovery services requested or attempted hereunder through good faith negotiation. To the extent permitted by applicable law, if the parties are unable to resolve the dispute through good faith negotiation, then the dispute will be submitted to final and binding arbitration with the Judicial Arbitration and Mediation Services. Each party will bear its own costs in arbitration, provided that We reserve the right, in Our discretion, to pre-pay certain fees You may incur in connection with the arbitration subject to refund if You do not prevail. **Both parties waive their rights to a jury trial.** All proceedings will take place in Santa Clara County, California, USA. The laws of the State of California will exclusively govern these Terms and Conditions and Our provision of any data recovery services, without regard to California's conflicts of laws rules. You consent to the exclusive jurisdiction of the courts located in Santa Clara County, California, USA.

IMPORTANT CONSUMER INFORMATION: If Your Equipment is exchanged by the OEM or Retailer, You should advise the Administrator as soon as practicable the make, model, and serial number of the exchanged product. You can do this by either calling the Administrator at 1-800-261-9859 or by writing to the Administrator at P.O. BOX 850, Fairfield, CT 06824. Please note that in the event of such exchange, the term of Your originally purchased Service Plan remains in effect and does not automatically extend.

LEGAL RIGHTS; INDEMNITY: You warrant that You are the legal owner or the authorized representative of the Equipment and data submitted to Administrator or Us for service under this Service Plan. You warrant that the data on the Equipment is legal and that You have the unrestricted legal right to (a) grant remote access to the data, (b) have the data recovered and reproduced on a backup medium, (c) receive the recovered data, and (d) agree to these Service Plan Terms. You will defend and indemnify Us and the Administrator (including the directors, officers, employees, agents, delegates, and contractors of Us and of the Administrator, respectively) from any claims or actions relating to the Equipment or data, or Your rights or lack of rights thereto.

COMPLIANCE WITH LAWS: You agree to comply with all such laws and regulations and all other applicable laws, statutes, ordinances and regulations relating to the use of recovered media or data on Your Equipment. You acknowledge that a violation of the terms and conditions of this section could subject You to criminal or civil penalties. The media files or data licensed or provided, or services provided, under this program, which may include technology and software, are subject to the customs and export control laws and regulations of the U.S. and may also be subject to the customs and export laws and regulations of the country in which Your Equipment is manufactured or received. Further, under U.S. law, such goods may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. You acknowledge You are not a restricted end-user or involved in any of the restricted activities described above, and that You will comply with and abide by these laws and regulations. We reserve the right to refuse service for, or return back to You, any Equipment that has been determined to violate these regulations.

CONFIDENTIALITY OF YOUR DATA: We will use any information provided by You only for the purposes of fulfilling Our obligations under this Service Plan and will use Our best efforts to hold Your information in the strictest confidence while it is in Our possession, unless otherwise required by law or directed by law enforcement officials.

DISCLAIMER OF WARRANTIES, REPRESENTATIONS AND GUARANTEES: WE PROVIDE THIS SERVICE PLAN AND ANY SERVICES PROVIDED OR ATTEMPTED HEREUNDER "AS IS," WITH ALL FAULTS, AT YOUR SOLE RISK. WE DO NOT EXTEND ANY EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES REGARDING THIS SERVICE PLAN OR ANY RESULTS THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF ACCURACY OR COMPLETENESS WITH RESPECT TO THIS SERVICE PLAN.

ENTIRE AGREEMENT: This Service Plan; including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

THIS AGREEMENT IS NOT A SERVICE CONTRACT OR AN INSURANCE POLICY, CERTIFICATE OR CONTRACT. THIS AGREEMENT DOES NOT PROVIDE (A) REPAIRS TO OR REPLACEMENTS OF ANY TANGIBLE EQUIPMENT OR PROPERTY; WHETHER OR NOT SUCH DAMAGES ARISE FROM A MANUFACTURER DEFECT OR NORMAL WEAR AND TEAR, OR (B) INDEMNIFICATION OR PAYMENT FOR DAMAGES TO ANY PROPERTY CAUSED BY OR ARISING FROM FORTUITOUS EVENTS.