



HDP

FCC Notice “Declaration of Conformity Information”

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment uses and can radiate radio frequency energy. If not installed and operated in accordance with the instructions, it may interfere with radio communications.

There is no guarantee that interference will not occur in a particular installation. If this equipment does interfere with radio or television reception, the user may be able to correct the problem by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase separation between equipment and receiver.
- Use equipment on a circuit to which the receiver is not connected.
- Consult your dealer or an experienced radio/TV technician for help.

WARNING: Only peripherals complying with the FCC class B limits may be attached to this equipment.

Changes or modifications made to this equipment, not expressly approved by us or parties authorized by us could void the user’s authority to operate the equipment. This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

SAFETY INSTRUCTIONS

There are two categories of Safety Instructions included in this manual:

- Product Warnings, (i.e., what must never be done to assure avoiding those hazards that could cause bodily injury or property damage); and
- User Directions (i.e., what must always be done to assure the safe use of your device).

The Safety Instructions contained in this manual have been categorized in accordance with the seriousness of the potential hazards through the use of Signal Words. Those Signal Words, and their intended meanings, are as follows:

DANGER: Indicates that a failure to observe the Safety Instructions could result in death or catastrophic bodily injury.

WARNING: Indicates that a failure to observe the Safety Instructions could result in serious bodily injury.

CAUTION: Indicates that a failure to observe the Safety Instructions could result in minor bodily injury or property damage.

NOTE: Designates important information that relates to activities and/or conditions that might result in loss of data and/or damage to your device.

Safe Use and Operation of Your Device

This equipment emits stray RF energy and will interfere with the reception of signals by airborne electronic navigational devices or medical devices. Do not operate this equipment near any sensitive medical devices.

WARNING: Use only grounded AC power cords.

Always immediately disconnect the power to the equipment in the event the device emits an unusual odor or sound or generates smoke.

WARNING: Never attempt to disassemble, repair or make any modification to your device. Disassembly, modification or any attempt at repair could cause bodily injury or property damage, as well as damage to the device itself.

WARNING: Your device is not a toy. Never allow children to play with your device. Misuse, rough or improper handling of your device by children could result in serious bodily injury for any of the enumerated safety warnings in this manual. In addition, always keep all accessories and components out of the reach of small children as small parts might present a choking hazard. Seek immediate medical attention if choking occurs or if any small part has been swallowed.

CAUTION: Never raise the sound volume level too high when using your device with earphones. An excessive sound volume level could cause damage to your hearing.

WARNING: To reduce the risk of fire or electric shock, do not expose the unit to moisture or water.

Do not allow foreign objects to get into the enclosure. If the unit is exposed to moisture, or a foreign object gets into the enclosure, immediately disconnect the power cord from the wall. Take the unit to a qualified service person for inspection and necessary repairs.

Read all the instructions before connecting or operating the component.

Keep this manual so you can refer to these safety instructions.

Heed all warnings and safety information in these instructions and on the product itself. Follow all operating instructions.

Do not use this unit near water.

Allow for a minimum 10 cm or 4 inches of unobstructed clearance around the unit. Do not place the unit on a bed, sofa, rug, or similar surface capable of blocking ventilation openings. If the unit is placed in a bookcase or cabinet, allow for proper ventilation. Keep the component away from radiators, heat registers, stoves, or any other appliance that produces heat.

The unit must be connected to a power supply only of the type and voltage specified on the rear panel.

Connect the component to the power outlet only with the supplied power supply cable or an exact equivalent. Do not modify the supplied cable.

Do not route the power cord where it will be crushed, pinched, bent, exposed to heat, or damaged in any way. Pay particular attention to the power cord at the plug and where the cord exits the back of the unit.

The power cord should be unplugged from the wall outlet during a lightning storm or if the unit is to be left unused for a long period of time.

Immediately stop using the component and have it inspected and/or serviced by a qualified service agency if:

- The power supply cord or plug has been damaged.
- Objects have fallen or liquid has been spilled into the unit.
- The unit has been exposed to rain.
- The unit shows signs of improper operation.
- The unit has been dropped or damaged in any way.

NuForce Icon HDP

The NuForce Icon HDP incorporates a full-speed USB DAC and full-function S/PDIF D/A converter, plus a headphone-amplifier circuit and preamp output. Supporting digital USB, S/PDIF in coaxial and 3.5mm optical (3.5mm) modes, along with an analog line input, the HDP's flexibility has been designed to accommodate all manner of audio devices.

As the heart of the music enthusiast's desktop system, the NuForce HDP works in perfect harmony with the NuForce Icon Amp/30 as a physically small yet impactful audio system.

Features:

- USB 2.0 Full Speed compliant and 1.1 supported, 8-96kHz/16-24-bit
- S/PDIF input: Coaxial up to 192kHz/24-bit or Optical up to 96kHz/24-bit
- Analog input: 3.5mm or RCA input
- Audiophile-grade DA converter
- Low-distortion, high-current headphone amplifier
- High quality analog volume control

Specifications:

- Analog Inputs: RCA or 3.5mm when inserted
- Digital input: S/PDIF, Coaxial or 3.5mm when inserted
- USB DAC: USB 1.0 and 1.1 up to 44.1kHz/16-bit, USB 2.0 Full-Speed up to 96kHz/24-bit
- RCA Output: 2.6V_{rms} (cuts off when headphone is inserted)
- Headphone Output: 6.3mm headphone output jack drives headphones up to 600-Ohm (96 mW@600-Ohm)
- THD+N: 0.001%
- Dynamic Range, SNR > 100dB
- Power Requirement: 15V, 1.6A, 100-240VAC
- Dimension: 6" x 4 1/2" x 1"
- Weight: 1lb.

Checklist

The following are included with the Icon HDP:

- Vertical stand
- AC adapter
- AC power cord
- USB cable

Optional Accessories:

- Linear power supply
- High performance USB cable

Operating Instructions:

The front panel label shows U (USB), D (digital) and A (analog) for the input selector knob. When in the D position, if an optical plug is inserted into the 3.5mm, the coaxial gets cut-off. If the 3.5mm analog is inserted in the A position, the RCA gets cut off. The 3.5mm switch act as the 2nd selector between 3.5mm digital/analog input and the coaxial/RCA.

DAC and Headphone Amp User Guide

Introduction

CD-ripping software is capable of reproducing “bit perfect” digital music data (16 bit/44.1kHz) from audio CD files stored on the computer’s hard drive. In addition to CD-quality music, some online sites are now offering 24 bit/96kHz music files. Thanks to larger and increasingly economical hard-disk capacity, consumers can store the highest quality music files on their computers. However, extracting good sound from the computer poses problems.

Poor Sound Quality

As a rule, your computer’s audio doesn’t sound quite right because computer manufacturers often treat their products’ audio output stage as little more than a necessary evil. So long as the music signal remains in a digital format, all is well. The pitfalls appear when the computer converts signals to analog, which is how we listen to music. Typically, the onboard converter (a.k.a. sound card) is a low-cost item. Digital circuitry generates noise that often bleeds into the audio stage. Further, these compromised stages are seldom designed for the low-impedance power high-quality headphones require. Finally, should you use the computer’s software to reduce volume, you may actually be listening to eight-bit resolution — in real-world terms, not at all good.

In sum, these deficits conspire to produce inferior sound. Far better to send the digital signal to an external digital-to-analog converter (DAC). NuForce Desktop products employ quality DACs.

Digital Connections

There are two methods for extracting digital signals from your computer. The universal serial bus (USB) connection is the de-facto standard for just about all peripherals: printers, digital cameras, etc. The USB allows the computer to speedily recognize a connected device. Some computers also incorporate the Sony/Philips Digital Interconnect Format (S/PDIF), a coaxial connection with excellent transfer properties.

USB Audio and Performance Optimization

USB specifications define a standard interface: the USB audio-device class, which allows a software driver to work with the currently available USB sound devices. Microsoft Windows, Apple Mac and many Linux versions provide support for USB audio devices. NuForce Desktop USB DACs convert USB digital data to the analog signal headphones and amplifiers require. Equally as important, how the USB DAC performs affects sound quality.

For more information on this subject, see http://en.wikipedia.org/wiki/Universal_Serial_Bus

Some Optimization Tips

To minimize noise and dropouts, connect your audio interface to a port at the back of your computer. Generally speaking, ports on the computer’s face, monitor or keyboard don’t perform as well.

If you use a USB hub, choose one with its own AC power adapter. In areas that produce high levels of radio or electrical interference, upgrading to a quality USB cable, i.e., one with extra shielding and a ferrite bead (the cylindrical collar on one end of the cable) to help eliminate noise. Once you’re properly connected, your computer’s operating system should automatically detect your NuForce product. From that moment on, all you need to do is enjoy the music.

Windows PC Driver Optimization

ASIO4ALL is a hardware-independent, low-latency ASIO driver for WDM audio devices that employs WDM Kernel-Streaming and other sophisticated methods.

What You Should NOT Do

Do not tamper with or replace your existing sound-card drivers.

Do not install any kernel-mode components that might affect your system's stability.

Do not "over-clock" or operate your audio hardware in ways that have the potential to do harm. This will void your warranty. (In certain cases, your hardware's manufacturer states that the use of ASIO4ALL will void your warranty.)

No software-driver optimization is required for the Apple Mac OS.

S/PDIF Connection

The Icon HDP permits an S/PDIF connection from your computer, if that's your preference. For best results, use a high-quality S/PDIF cable. Once the connection is made, select S/PDIF in your System Preferences Audio Device settings.

Analog Connections

You need only connect headphones to your NuForce device's headphone jack and adjust for volume with the unit's volume control. If connecting to an external amplifier or stereo receiver, you will require a quality stereo interconnect with a standard male RCA connector for plugging into the NuForce device and an appropriate connector at the other end (usually, an RCA).

Note on Headphone Use

Headphones present a challenge to amplifier designers. There are two basic types: the over-ear (OE) in general use in the recording industry and the smaller in-ear (IE), a.k.a. ear-bud, commonly used with portable devices such as MP3 players. Given the range of available OE and IE headphones, in attempting to deal with all of them, your computer's headphone output is optimized for none. Your NuForce Icon product will make a world of difference.

The reason is simple enough. Various OE and IE phones cover an expanse of electrical impedances from 16 to 600 Ohms and differ in other significant ways. Sensitivity is a term that expresses how loud the headphones will play at a given amount of electrical power, e.g., x number of decibels per milliwatt (0.001 watt) of power, expressed as xxxdB/mW.

Typically, OE types exhibit sensitivities of about 100dB/mW, whereas IE devices can be 10dB higher or more, e.g., 110dB/mW. Assuming a 10dB difference, the lower sensitivity OE headphones require ten times more power to achieve the same volume as the IE type. If you're using OE headphones, you'll appreciate the NuForce Icon Series' power capability. Your headphones will sound clearer and more natural. If you use IE headphones, owing to their higher sensitivity, you may notice a small amount of background noise. Conversely, you will hear weak signals more readily than would be the case with lower-sensitivity OE types.

We are not discussing a product defect. Electrical noise arises from many factors, one of which is the amount of amplification the Icon product provides. Irrespective of type or design, electrical circuits introduce noise. If the device amplifies the signal, the noise coming into it will likewise be amplified. Further, the amount the device itself creates will also be greater. These are facts of electrical life that good

design can mitigate. In the case of IE headphones, noise can be minimized or all but eliminated by reducing the amplifier's gain. But to do that, the advantage the amp offers to OE headphone users would be sacrificed. Performance benefits for one type of product diminishes those of the other. As always, effective engineering requires compromise..In this regard, the NuForce Icon Series of products offer good, real-world solutions. Noise will be low in some cases, and in others, quite imperceptible. Most importantly, OE headphone users will benefit from the power they require.

For further reading: <http://www.nuforce.com/hp/support/icon-hdp-noisefloor.php>

TERMS AND CONDITIONS OF SALE

Section 0. Warranty coverage. Refer to “Nuforce Limited Warranty” section.

Scope. These terms and conditions of sale (these “Terms”) apply to all sales of products (the “Products”) by Nuforce Inc. (“NuForce”), a California corporation, to buyer of the Products (“Buyer”). These Terms (along with the specific terms of the attached purchase order) constitute the complete and entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior and contemporaneous other terms or conditions, whether oral or written, including negotiations, prior quotations and purchase orders between the parties. These Terms may be modified only by a writing signed and approved by an authorized representative of NuForce. NuForce’ failure to object to any term or condition contained in any communication from Buyer (including in any purchase order) shall not be deemed a waiver or modification of these Terms. These Terms shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing.

Orders. Subject to Section 0, a contract between NuForce and Buyer shall be formed only upon NuForce’ written acceptance of Buyer’s order or shipment of Products to Buyer pursuant to Buyer’s written purchase order. If NuForce accepts by shipment, then the acceptance shall only be for the quantity shipped.

Title and Delivery.

Title and Risk of Loss. Delivery is F.O.B. NuForce’ point of shipment (“Delivery”). NuForce may exercise NuForce’ own discretion in selecting the method of shipment. The risk of loss passes to Buyer upon delivery to the carrier at NuForce’ point of shipment. NuForce retains title to the Products until NuForce has received payment in full of all sums due in connection with the sale of Products to Buyer. NuForce hereby reserves and Buyer hereby grants to NuForce a purchase money security interest in the Products sold and the proceeds thereof, including accounts receivable, until Buyer pays NuForce the purchase price in full.

Shipment and Delivery. Any scheduled ship date quoted is approximate and not the essence of the contract. Claims of late delivery are barred unless made prior to receipt of Products. Buyer’s sole remedy for delay in or failure to deliver shall be cancellation of the applicable order.

Pricing. NuForce reserves the right to increase prices for any unshipped Products if the cost to NuForce for supplies, raw materials, labor or services is materially increased. The prices quoted on the attached purchase order shall be valid only for the period of time there indicated. All prices are exclusive of transportation, insurance, taxes, duties and other charges related thereto; unless NuForce receives a certified tax exemption from Buyer prior to shipment. Buyer agrees to indemnify, defend and hold NuForce harmless from any loss or expense arising out of or related to NuForce’ reliance on any tax exemption provided by Buyer.

Payment. Except as otherwise specifically designated on the invoice, payment shall be due and payable within 30 days from the date of the invoice. NuForce reserves the right at any time to modify or withdraw any credit extended to Buyer. If in NuForce’ sole discretion, NuForce may require full or partial payment in advance of any shipment of Product. If Buyer becomes delinquent in any payment to NuForce, NuForce has the right to suspend performance until such delinquency is corrected. Regardless of any statement appearing on a check in payment for Product, NuForce’ acceptance of such check shall not constitute a waiver of NuForce’ right to pursue the collection of any remaining balance. NuForce reserves the right to charge a late fee on late payments at the lesser of one and 1.5% per month or the maximum rate allowable by law, together with NuForce’ costs of collections including attorneys’ fees.

Acceptance. Use of the Products by Buyer or its agents, or the failure by Buyer to reject the Products within 5 days following Buyer’s delivery of such Products shall constitute acceptance by the Buyer.

NuForce’ Limited Warranty and Limitation of Liabilities.

Full Refund Period. For a period of 30 days after shipment (the “Refund Period”), Buyer may return the Products to NuForce for a full refund. To qualify for this refund, the Products must be returned in their original packaging and a 15% restocking fee will apply to damaged (including blemish on product’s surface) Products.

Limited Warranty. For a period (as specified in the Warranty Coverage section) after conclusion of the Refund Period, NuForce warrants (i) this product against defects in materials and workmanship, and (ii) that each Product, unmodified and under normal use and conditions, will substantially comply with NuForce’ applicable written technical documentation for the Product. NuForce reserves the right to make substitutions and modifications from time to time in the specifications of Products sold by NuForce, provided that such substitutions or modifications do not materially affect overall Product performance.

Limitations. EXCEPT FOR NUFORCE’ LIMITED WARRANTY SET FORTH IN SECTION 0 ABOVE, NUFORCE SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT. THE EXPRESS WARRANTY IN SECTION 0 ABOVE SHALL EXTEND TO BUYER ONLY AND NOT TO BUYER’S CUSTOMERS OR ANY THIRD PARTY. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF NUFORCE CONCERNING THE PRODUCTS OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 0. BUYER WILL BE SOLELY RESPONSIBLE FOR AND WILL

INDEMNIFY, DEFEND AND HOLD HARMLESS NUFORCE FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS AND EXPENSES RELATED TO ANY WARRANTIES WITH RESPECT TO THE PRODUCTS OTHER THAN THOSE SET FORTH IN SECTION 0 OR ANY USE OF THE PRODUCTS OR RESALE OF THE PRODUCTS.

Liability. With respect to any claims asserting breach of the limited warranty set forth in Section 0, NuForce' exclusive liability and Buyer's sole remedy, is at NuForce' option, to replace or repair the defective Product or to issue credit to Buyer for the purchase price of the Product (without interest), provided that prior to any replacement, repair or credit the following conditions are satisfied: (i) NuForce is promptly notified in writing by Buyer upon discovery of any such default; (ii) the defective Product is returned to NuForce, transportation charges prepaid by Buyer, accompanied by a brief statement explaining the alleged defect; and (iii) NuForce' examination of such Product shall disclose to NuForce' satisfaction that such failures did not arise as a result of misuse, abuse, improper installation or application, repair, alteration, or accident, or negligence in use, storage, transportation or handling by anyone other than NuForce. Any replacement Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. NuForce shall in no event be responsible for any labor costs, or otherwise, incurred by Buyer incident to the replacement of any defective Product. If NuForce determines that the returned Product conformed to the warranties, NuForce will return the Product to Buyer at Buyer's expense.

NUFORCE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, DATA, INJURY TO REPUTATION OR LOSS TO CUSTOMERS, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, SALE, USE, PERFORMANCE OR FAILURE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF NUFORCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL NUFORCE' LIABILITY TO BUYER ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO NUFORCE BY BUYER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

Default. If Buyer becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or is otherwise unable to meet Buyer's obligations as they come due, NuForce may decline to make further shipments without in any way affecting NuForce' rights under these Terms. If, NuForce elects to continue to make shipments, NuForce' action shall not constitute a waiver of any default by Buyer or in any way affect NuForce' legal remedies of any such default.

Assignment. Buyer shall not assign Buyer's order or any interest in or any rights hereunder without the prior written consent of NuForce.

Confidentiality. Buyer acknowledges that Buyer may gain access to trade secrets and confidential information of NuForce. At all times Buyer agrees not to disclose NuForce' trade secrets or confidential information to any third party without the express written consent of NuForce. Buyer further agrees to undertake all steps necessary to maintain the secrecy of NuForce' trade secrets and confidential information.

Miscellaneous. All notices, authorizations, and requests shall be deemed given on receipt. These Terms shall be governed by the laws of the State of California without reference to that state's choice of law provisions. The California state courts of Santa Clara County, California or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. All waivers of the exercise any remedy or option provided herein, or to require any performance by Buyer must be in a writing signed by NuForce. If any provision of these Terms is declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. Nonperformance of either party, except for the making of payments, shall be excused to the extent that performance is delayed or rendered impossible by any reason where failure to perform is beyond the reasonable control of the non-performing party.

Nuforce One Year Limited Warranty

WARRANTY COVERAGE

Nuforce's warranty is specified in **NuForce Terms and Conditions of Sale**. If a defect exists, at its option Nuforce will (1) repair the

product at no charge, using new or refurbished replacement parts, (2) exchange 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. A replacement product/part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Nuforce's property. When a refund is given, your product becomes Nuforce's property.

OBTAINING WARRANTY SERVICE

If you purchased the product in the U.S., deliver the product, at your expense, to any Nuforce Service Center located in the U.S. If you purchased the product outside of the U.S., deliver the product to any Nuforce Authorized Importer in the country where you purchased the product. Be aware, however, that not all countries have Nuforce Authorized Service Providers and not all Authorized Service Providers outside the country of purchase have all parts or replacement units for the product. If the product cannot be repaired or replaced in the country it is in, it may need to be sent to a different country or returned to the country of purchase at your expense for repair or replacement. You can always deliver the product to NuForce's U.S. main service center for obtaining warranty service.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Nuforce that can be identified by the "Nuforce" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Nuforce hardware products or any accessories, even if packaged or sold with Nuforce hardware. Non-Nuforce manufacturers, suppliers, may provide their own warranties. Other accessories distributed by Nuforce under the Nuforce brand name are not covered under this Limited Warranty. This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-Nuforce products; (b) to damage caused by service performed by anyone who is not an Nuforce Authorized Service Provider; (c) to a product or a part that has been modified without the written permission of Nuforce; or (d) if any Nuforce serial number has been removed or defaced.

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. NUFORCE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF NUFORCE CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. No Nuforce reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

NUFORCE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH NUFORCE PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. NUFORCE SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

Some 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. This warranty gives you specific legal rights, and you may also have other rights that vary by state or province.

(c) 2008 Nuforce, Inc. All rights reserved. NuForce and the Nuforce logo are trademarks of Nuforce Inc., registered in the U.S. and other countries.