

**LTO Gen 1 TAPE DRIVE for L20, L40 and L80
TLTO-P02**

PRODUCT LIMITED WARRANTY

(48 Contiguous United States ONLY)

Effective Date February 1, 2004

- **Warranty.** StorageTek warrants to the original End User that the Super DLTape tape drive products, model number TLTO-P02, purchased by the End User directly from StorageTek or an authorized StorageTek reseller (the "Hardware Product") will be free from defects in material and workmanship and will substantially conform to their published specifications during the warranty period. No separate warranty is provided for software, including microcode, embedded in or included with the Hardware Product that is not separately identified as a Software Product. The warranty for Software Products is as stated in the StorageTek Limited Warranty Terms document located at <http://www.storagetek.com/warranties/> (together with any Product Limited Warranty document specific to such Software Product). Any warranty with regard to the tape media purchased from StorageTek and used in the Hardware Product is set forth on the packaging for such tape media. The sole and exclusive remedy available to the End User, and other terms of this Product Limited Warranty, are set forth in StorageTek's Limited Warranty Terms document located at <http://www.storagetek.com/warranties/>.
- **Warranty Period.** The warranty period for this Hardware Product is thirty-six (36) months ("Warranty Period") from the date of shipment of the Hardware Product.
- **Warranty Service.** StorageTek warrants the Hardware Product's functionality specification only when it is running on the software environment specified in the Connectivity Matrix located on the Customer Resource Center's (CRC) website (<http://www.support.storagetek.com/globalnavigation/support/generalpubloc/default.htm>).

During the Warranty Period, the level of warranty service for the Hardware Product is StorageTek's Interactive Advanced Exchange shipment. End User's sole and exclusive remedy for a breach of the above warranty shall be to exchange the product at no charge to the End User, subject to receipt by StorageTek of the defective product within fifteen (15) business days as described below.

- **Warranty Claims Process.** The above warranty will only be extended on the Hardware Product that has been registered with StorageTek. A warranty registration form was shipped with the Hardware Product. In the event the unit has not been registered, the form can be obtained from StorageTek's CRC website, indexed under Product Registration. An Online Product Registration form for the L020, L040 and the L080 is on the outside of the StorageTek firewall and requires no password to access. The online registration form can be filled out and submitted online for the United States and Canada or it can be mailed, faxed or emailed as defined on the original Product Warranty form. StorageTek Shared Service Center will process the registration form as time permits. Upon a completed registration, the End User will receive a Site ID number and a CRC online registration ID. Warranty claims cannot be processed until after the registration process is complete.

The End User will also be required to complete the StorageTek L20/40/80 Troubleshooting Matrix, which was also shipped with the Hardware Product. Submission of the StorageTek

Troubleshooting Matrix constitutes the End User's agreement to the terms set forth herein. Additional copies of this matrix are also available on the CRC website. The Troubleshooting Matrix is intended to diagnose the failure and expedite the remedy. The warranty claim will only be valid after the matrix has been completed in full. At this point, the End User will contact StorageTek's Customer Services Group at 1 -800-525-0369.

Once a hardware component of the Hardware Product has been diagnosed as defective by StorageTek's Customer Service group and the StorageTek L20/40/80 Troubleshooting Matrix has been submitted, a Return Material Authorization (RMA) number will be issued. StorageTek will ship a replacement unit to the site before the defective unit is returned to StorageTek. The replacement unit is furnished on an exchange basis and may be either new or reconditioned as new. The replacement unit is warranted for the remaining unexpired portion of the original warranty period applicable to the Hardware Product that is being replaced. The defective unit must be returned to a StorageTek-specified receiving location with the RMA number clearly indicated on the outside of the shipping package within fifteen (15) business days after requesting the replacement unit. Installation and configuration of the replacement unit, as well as defective unit shipment and shipping insurance, is the responsibility of the End User. If the defective unit is not received by StorageTek within fifteen (15) business days after the replacement unit is requested, StorageTek will invoice the End User for the full current list price of the replacement product. If the unit returned to StorageTek, once tested, is determined to be "no defect found" ("NDF"), then StorageTek shall have the right (i) to return such unit to End User, freight and insurance collect (or payable by End User by invoicing End User if StorageTek prepays such items), or (ii) to invoice the End User for all freight and insurance costs for shipping the defective unit to StorageTek as well as the replacement unit that may have already been sent to End User.

StorageTek reserves the right to choose, at its sole discretion, the shipment method and carrier expected to provide the quickest shipment based on origin and destination. StorageTek is not responsible for any shipment and/or customs delays by carriers, freight forwarders or other parties, or other delaying circumstances beyond the control of StorageTek. Standard shipping times are Monday-Friday, 8AM-5PM, local time, excluding holidays. The replacement unit may be shipped out of the StorageTek Louisville facility or from any authorized repair facility, at StorageTek's option.

- **Media Usage.** The tape storage media (tape cartridge) used in a tape drive and/or automated tape system can have a significant impact on the overall performance of the tape drive and/or automated tape system. The following is StorageTek's policy regarding tape storage media:
 - 1) StorageTek warrants tape storage media that is branded StorageTek.
 - 2) The End User is responsible for all expenses and costs related to the repair or replacement of hardware damaged by non-StorageTek branded tape storage media.
 - 3) The End User may be billed for any service provided by StorageTek resulting from or related to problems caused by non-StorageTek branded tape storage media.
- **Service Offerings.** StorageTek has several service offerings that may complement this warranty and better support the End User's needs. Some of these service offerings may be provided only if the Hardware Product is installed within a StorageTek serviceable area and it is installed by a certified StorageTek installer. StorageTek serviceable areas are available from a StorageTek account representative or are listed at http://www.storagetek.com/prodserv/services/support_services.htm. Please contact a StorageTek account representative or the reseller from whom the Hardware Product was purchased to learn more about these service offerings.