



**STORAGETEK LIMITED WARRANTY TERMS
48 CONTIGUOUS UNITED STATES OF AMERICA**

Effective Date: April 18, 2005

These Limited Warranty Terms apply only to Hardware Products the original End User purchases, and the Software Products the End User licenses, for its own use, and not for resale, directly from StorageTek or an authorized StorageTek reseller (although the warranty on Hardware Products where title is held by a leasing company for financing purposes may be exercised by the actual End User lessee) and any installation services StorageTek provides for the Hardware Products or Software Products. "Hardware Products" means the StorageTek hardware products described in the specific Product Limited Warranty document provided with the Product or published on StorageTek 's website. "Software Products" means the software (excluding microcode), whether separately ordered or included in or for use with any Hardware Product, that is separately identified as a "Software Product" with a different product or model number from any Hardware Product and described in the Product Limited Warranty document or on StorageTek 's website. "Products" means the Hardware Products and the Software Products. These Limited Warranty Terms, together with the Product Limited Warranty specific to each Product, comprise StorageTek 's entire warranty offering for the Products for purchases after the effective date of this Limited Warranty Terms document and supersede any other contracts, purchase orders, or other written or oral communications regarding warranty for the Products. This Limited Warranty shall not be assigned or transferred and is subject to change by StorageTek.

END USER WARRANTY. StorageTek provides the following warranty to the original End User:

- **Hardware Product Warranty.** During the Warranty Period listed on the specific Product Limited Warranty document, the Hardware Product will be free from defects in material and workmanship and will substantially conform to its published product specifications.
- **Software Product Warranty.** StorageTek warrants for 90 days following shipment from StorageTek, that the media upon which any Software Product branded with the StorageTek logo is shipped will be free from defects in material and workmanship. StorageTek has no obligation to support or upgrade the StorageTek Software Products, except as may be agreed in a shrink-wrap, "click to accept" or other license with StorageTek for the StorageTek Software Product. No separate warranty is provided for software, including microcode, embedded in or included with any Hardware Product that is not separately identified as a StorageTek Software Product. No warranty is provided by StorageTek for any Software Product licensed by StorageTek or its authorized reseller which is not branded with the StorageTek logo.
- **Exclusions.**

The warranty does not apply to:

- Products not operated under normal use nor used in their recommended operating environments;
- Expendable and other nonrepairable items;
- Software Products that have been customized for the End User;
- Hardware Products or Software Products not branded with a StorageTek logo;
- Products installed outside the 48 contiguous United States or ordered on a centralized basis from StorageTek in the United States for redistribution throughout the world, including the United States;

- Software Products for which an End User has failed to agree to StorageTek's license provisions and/or has failed to install all program updates that StorageTek or its authorized reseller has supplied;
- In any case in which an End User has purchased an enhanced service offering from StorageTek or a StorageTek-authorized service provider, any rights or remedies set forth in such enhanced service offering;
- Products that have been installed, altered or repaired by persons other than StorageTek authorized personnel or someone certified by StorageTek to perform installations, alterations or repairs (except, in the case of installation, Products that are specifically identified by StorageTek as "customer installable");
- Products that have been subject to misuse, abuse, neglect, mishandling, accident or which are damaged by excess voltage or during shipment;
- Failures due to a product for which StorageTek is not responsible; and
- Products which have been connected or in any way attached to another device without StorageTek's prior written consent.

REMEDIES FOR BREACH OF WARRANTY

- **Hardware Product.** End User's sole and exclusive remedy for a breach of the Hardware Product warranty is: (a) repair or replacement (at StorageTek's sole option, and at the Warranty Service level provided in the specific Product Limited Warranty document) of the nonconforming Hardware Product; or (b) if the remedy of repair or replacement fails of its essential purpose, then StorageTek will refund to the End User the net invoice price of the Hardware Product paid by the End User to StorageTek or its authorized reseller upon return of the Hardware Product.
- **Software Product.** End User's sole and exclusive remedy for any breach of the StorageTek Software Product warranty is for StorageTek to replace the defective media. If, after repeated efforts, StorageTek is unable to replace the defective media, StorageTek will reimburse the End User for the amount of the initial license fee paid by the End User to StorageTek or its authorized reseller upon return of the defective Software Product.

DISCLAIMERS.

- **STORAGETEK EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, OBLIGATIONS, OR LIABILITIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.**
- **IN NO EVENT WILL STORAGETEK OR ITS SUPPLIERS BE LIABLE TO THE END USER OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS OR LOST PROFITS OR SAVINGS RELATED TO ITS PRODUCTS, THE USE OR LOSS OF USE THEREOF OR OTHERWISE), EVEN IF STORAGETEK IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, HOWSOEVER ARISING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY IN LAW OR IN EQUITY.**
- **STORAGETEK PRODUCTS ARE NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT**

LIMITATION, NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES, MEDICAL DIAGNOSTIC SYSTEMS OR ANY OTHER APPLICATION WHERE THE FAILURE OF THE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR PROPERTY DAMAGE. END USER ASSUMES ALL RISK OF USE IN SUCH APPLICATIONS AND STORAGETEK AND ITS SUPPLIERS DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY AND ALL DAMAGES THAT MAY BE INCURRED DUE TO THE USE OF THE PRODUCTS IN SUCH APPLICATIONS.

- END USER'S RIGHTS AS STATED IN THIS LIMITED WARRANTY ARE EXCLUSIVE REMEDIES. IN NO EVENT SHALL STORAGETEK'S OR ITS SUPPLIERS' LIABILITY TO END USER FOR DAMAGES WITH RESPECT TO PRODUCTS OR THEIR USE BY END USER EXCEED THE NET INVOICE PRICE (FOR HARDWARE PRODUCTS) OR THE INITIAL LICENSE FEE OR ONE-TIME LICENSE FEE (FOR SOFTWARE PRODUCTS).
- STORAGETEK DOES NOT WARRANT THAT OPERATION OF ANY PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT FUNCTIONS CONTAINED IN THE PRODUCTS WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY END USER OR THAT THE PRODUCTS MEETS ANY END USER'S REQUIREMENTS.
- HARDWARE PRODUCTS MAY BE MANUFACTURED FROM NEW COMPONENTS OR USED COMPONENTS EQUIVALENT-TO-NEW IN PERFORMANCE AND RELIABILITY. REPLACEMENT PARTS MAY BE EITHER NEW OR EQUIVALENT-TO-NEW, AT STORAGETEK'S SOLE OPTION.

WARRANTY SERVICES AND CLAIMS PROCESS.

- End User must make its warranty claims directly to StorageTek, or to the StorageTek authorized reseller from whom End User purchased or licensed the Products.
- If the Product was obtained through a StorageTek authorized reseller, End User must provide StorageTek with invoice verification from the reseller.
- For warranty service with StorageTek, contact StorageTek's Customer Services Group at one of the following numbers:
 - Hardware Support: (800) 525-0369
 - Software Support: (800) 678-4430
 - Networking Support: (800) 248-8777
- In the event the installation location is outside a StorageTek serviceable area, or StorageTek service personnel are denied access, warranty services may not be available or may be available only at a reduced service level and/or only for an additional charge. Please check with StorageTek or the StorageTek authorized reseller or StorageTek's website for availability of warranty services outside a StorageTek serviceable area.
- Products designated by StorageTek as "customer installable" have their own specific warranty service and warranty returns processes. Please refer to StorageTek's website or the materials shipped with such "customer installable" Products for such terms.

- Any services provided for Products which are not covered by warranty (unless subject to an enhanced service offering for which the End User has separately contracted) will be billed on a time-and-materials basis.
- ***IF THE REMEDY SET FORTH IN THE SPECIFIC PRODUCT LIMITED WARRANTY DOCUMENT PROVIDES FOR ON-SITE SERVICE, WARRANTY SERVICE RESPONSE TIMES ARE TARGETS AND NOT GUARANTEES.***
- Unless the warranty remedy set forth in the specific Product Limited Warranty document provides for on-site service, all warranty repair work or inspections will be performed at a facility designated by StorageTek. Shipment to StorageTek's designated facility and all risk of loss or damage during shipments will be borne by the End User. End User is responsible for properly packing units to be returned. StorageTek will not accept the return of any unit of Hardware Product unless a StorageTek return material authorization number ("RMA") has been obtained by the End User and such number clearly appears on the outside of the box used to return the defective Hardware Product.
- When warranty service involves the exchange of a Hardware Product or a part, the item that StorageTek replaces becomes StorageTek's property and the replacement becomes the End User's property. The replacement assumes the remaining warranty service status of the original Hardware Product into which the replacement is installed.

In order for StorageTek to perform warranty service, StorageTek may use, install on End User's systems and leave on End User's property certain confidential and proprietary manuals, tools and software. Such items are protected by United States copyright and other Federal and State laws and End User has no rights to use, permit others to use, copy, disclose or retain possession of such items for any reason.