

# Oracle Hardware Warranty

Effective Date: 16-March-2010

## OVERVIEW

The details of your Oracle Hardware Warranty are set forth below. The Oracle Hardware Warranty is only available in regions where Oracle maintains local hardware service or support operations. See a list of countries where Oracle maintains local service or support operations or contact your Oracle sales representative or authorized Oracle partner to determine whether your Hardware Product is located in such a country. If you are located in a country where Oracle does not maintain local service or support operations, your warranty terms will vary and third parties may be responsible for providing you with warranty service.

Nothing in this Oracle Statement of Limited Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.

## ORACLE HARDWARE WARRANTY

On March 16, 2010, Oracle introduced a new standard Limited Warranty that applies to all products for which the Hardware Warranty is eligible. This warranty provides the following:

Warranty Term:	1 Year
WEB Coverage:	24x7 – 365 Days per Year
Phone Coverage:	Business Hours – Monday to Friday
Phone/Web Call Back Response:	Severity 1 Issue – 4 Hours Severity 2 Issue – 8 Hours Severity 3 Issue – Next Business Day

### On-Site Coverage/Response Time

Commercially reasonable efforts to respond on-site within 2 Business Days for Direct Countries; response times for Indirect Countries may be longer.

### Delivery Method

On-Site or Customer Replaceable Unit are designated for each product. Customer Installable Hardware Products are designated for each product.

### Transition to the Oracle Hardware Warranty

Orders placed between March 16, 2010 and May 31, 2010 that include SunSpectrum Support will receive the warranty available prior to the introduction of the Oracle Hardware Warranty. All orders placed on or after June 1, 2010 and orders placed between March 16, 2010 and May 31, 2010 that do not include SunSpectrum Support will receive the Oracle Hardware Warranty.

Please see <http://www.sun.com/service/warranty/index.jsp> for the detail on the warranty available prior to March 16, 2010 and appropriate designations for on-site customer replaceable units and customer installable hardware products.

## WHAT THE ORACLE LIMITED WARRANTY COVERS

Oracle warrants that hardware products listed on the standard Oracle product price list ("Hardware Products") and products purchased through the Sun Remanufactured Equipment Program will be free from material defects in materials and workmanship for the term set forth on

the Product Warranty Chart. Oracle warrants that software media will be free from material defects in materials and workmanship for a period of ninety (90) days.

This Hardware Product warranty applies to all Oracle parts, accessories, and upgrades ("Options") sold with your Oracle Hardware Product. Options purchased from Oracle or a Oracle authorized reseller and added to the Hardware Product after the initial Hardware Product purchase will be free from material defects in workmanship and materials for the term of the Hardware Product Warranty. If the warranty of the Hardware Product into which the Options have been installed has expired, the Option's warranty is as set forth on the Product Warranty Chart.

Oracle Hardware Products, or parts or components of Oracle Hardware Products, may be new or used. Oracle warranty terms apply only to (i) new equipment, and (ii) used equipment which has been remanufactured and certified for warranty by Oracle. Oracle warranty terms do not apply to equipment listed on Oracle product price lists with a prefix of "Y."

## **WHAT THE ORACLE HARDWARE WARRANTY DOES NOT COVER**

Other than the limited software media warranty described above, Oracle does not warrant software of any kind, including bundled, pre-installed, or separately sold software packages however, for software licensed by Oracle under a separate license agreement, you may be entitled to certain warranties as described in your software license agreement.

The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware Product and may be void in the event that the Hardware Product is transferred. Unless otherwise agreed to in writing by Oracle, warranties are valid only: (i) within the original country of purchase; or (ii) if the original country of purchase is in the European Union, within the European Union, subject to the availability of the warranty delivery capability in the country. Hardware Products that are installed outside the country of purchase may be eligible for warranty services if you have executed and are in conformity with a current Passport or Global Purchase Agreement and have provided Oracle with the required installation reports. Oracle does not warrant uninterrupted or error-free operation of Hardware Products.

No warranty will apply to any Hardware Product or software media that has been (i) modified, altered or adapted without Oracle's written consent; (ii) mistreated or used in a manner other than in accordance with that Hardware Product's or software media's manual; (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards; (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner; (v) used with equipment or software not covered by this warranty, to the extent that problems are attributable to such use; (vi) relocated without Oracle's written consent, to the extent that problems are attributable to the relocation; (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (viii) used by parties appearing on the most current U.S. export exclusion list; (ix) relocated to countries subject to U.S. trade embargo or restrictions; or (x) used remotely to facilitate any activities in the countries referenced in (ix) above.

Any services provided for Hardware Products or software media which are not covered by warranty will be billed on a time and materials basis.

In the event that the Oracle/Sun serial number tag on the Hardware Product has been removed or tampered with, the warranty will be void. Customer may not dismantle or subdivide any Hardware Products sold and warranted as part of a preconfigured and factory tested system. Any attempt to dismantle or subdivide such systems constitutes a modification or alteration of the Hardware Product which voids the applicable warranty.

## **TERM OF THE ORACLE HARDWARE WARRANTY**

The term of your Hardware Product warranty is set forth on the Product Warranty Chart. For Hardware Products designated as Customer Installable on the Product Warranty Chart, the term of your warranty begins to run on the date the product is shipped to you. For all other hardware

products on the Product Warranty Chart, the term of your warranty begins to run on the date the Hardware Product is installed by Oracle or an authorized Oracle installation partner.

The term of your software media warranty is ninety (90) days from the date of purchase or receipt if there is no purchase price.

## **AUTO SERVICE REQUEST**

Oracle's obligation to deliver warranty support is contingent upon the customer utilizing Auto Service Request ("ASR") for the Hardware Product in the manner described below. ASR allows Oracle products that are ASR-enabled ("ASR Enabled Product") to initiate a service request when specific hardware faults occur by sending fault information to Oracle (see Note below). To implement ASR, a customer must utilize the software ("ASR Software") made available via electronic download or such other means as Oracle may select, subject to applicable terms and conditions. For ASR Enabled Product, ASR will send specific hardware fault telemetry information to Oracle. If the ASR Enabled Product is entitled to service, a service request will be initiated on behalf of the customer, and Oracle will notify the customer to arrange error resolution as appropriate. Customers must download, implement and maintain ASR Software up to date and ensure that ASR is able to send fault information to Oracle as specified by the ASR documentation supplied by Oracle.

Note: The Auto Service Request service is subject to availability on selected systems and local conditions may apply. Customers may visit the [ASR website](#) or contact its Oracle sales representative for more details regarding availability. The specific hardware faults detected by ASR vary by product type, product version, and operating system. Not all hardware faults are detected or sent to Oracle. The ASR fault coverage is subject to change at any time.

## **TAPE MEDIA**

Oracle StorageTek warrants to the original End User that the StorageTek LTO Ultrium media, DLT/SuperDLT media, 9840/9940 media, or T10000 media purchased by the End User directly from Oracle StorageTek or an authorized Oracle StorageTek reseller (the Product) will be free from defects in material and workmanship. If any defect in materials or workmanship appears during the warranty period specified in tape media section, Oracle StorageTek's sole liability shall be to repair or replace the Product, or to refund the purchase price, at StorageTek's sole option. This warranty does not apply to normal wear or failure of the Product resulting from accident, misuse, abuse, neglect, mishandling, improper drive adjustment or maintenance, or failure to follow storage or other instructions provided by Oracle StorageTek.

## **WHAT YOU SHOULD DO IF YOU EXPERIENCE AN ISSUE**

Unless otherwise designated in writing by Oracle, Oracle is the only party authorized to perform warranty service on Oracle Hardware Products. Upon experiencing an issue, please contact Oracle via Oracle's Online Support Center or contact the Technical Support Center for your country.

If Oracle is not able to obtain entitlement information through the registration process, you will be asked to provide the following information when requesting warranty service: your name, address, and contact information; serial number; a description of your Hardware Product and system configuration; a description of the issue; and, if applicable, your Passport or Global Purchase Agreement number. You may be required to provide proof of purchase and/or proof of the installation date of your Hardware Product prior to receiving warranty service.

## WHAT ORACLE WILL DO IN THE EVENT OF AN ISSUE

If a contact response time is listed for your Hardware Product on the Product Warranty Chart , Oracle will make commercially reasonable efforts to return your initial telephone or internet request for warranty service within the designated response time. In the event that no response time is listed for your Hardware Product, Oracle will return your initial request for warranty service within a commercially reasonable period of time.

If the Product Warranty Chart provides for on-site warranty service for your Hardware Product and Oracle has determined that an on-site visit is required in order to address the issue, Oracle will make commercially reasonable efforts to arrange for such on-site warranty service within the response times (starting once the diagnostic analysis is done) and during the hours of support coverage set forth for your Hardware Product on the Product Warranty Chart.

In the event that: (i) Oracle determines that your issue can be addressed by shipping a replacement part to you for installation in your Hardware Product (a "Customer Replaceable Unit" or "CRU"), Oracle will ship a replacement part to your site ("Replacement CRU"). Oracle will use commercially reasonable efforts to send a Replacement CRU consistent with the response time set forth on the Product Warranty Chart. You are responsible for ensuring that the malfunctioning part or Hardware Product being replaced ("Malfunctioning Hardware") is returned to Oracle in accordance with all Oracle shipping or courier instructions. You agree to pay the published list price and any surcharge up to 2x the value of Oracle's list price for the Malfunctioning Part in the event that you fail to return the corresponding Malfunctioning Hardware. Oracle may withhold shipment of your Replacement CRU until Oracle has received the Malfunctioning Hardware at a Oracle-designated return center or may require that you provide a valid credit card or purchase order number to secure the return of Malfunctioning Hardware. You are responsible for shipping costs and bear the risk of loss associated with returning your Malfunctioning Hardware to Oracle. Replacement CRUs will be of new or like-new quality. Title in all Malfunctioning Hardware shall transfer back to Oracle upon removal from your system. Replacement CRUs assume the warranty status of the Hardware Product into which they are installed and have no separate or independent warranty of any kind.

If your Hardware Product warranty is designated as "Return to Oracle" on the Product Warranty Chart, on-site warranty service is not available for your Hardware Product. Instead, all warranty service will be provided in accordance with the Replacement CRU shipment process described above.

It is your responsibility to back up all data on any hard drives or storage devices before returning Malfunctioning Hardware to Oracle. Oracle is not responsible for any data lost or damaged as part of the warranty return or repair process nor for any associated data restoration. Further, it is your responsibility to ensure that no confidential, proprietary, or personal information remains on your Malfunctioning Hardware before returning it to Oracle.

All response times set forth on the Product Warranty Chart are estimates only. Oracle will make commercially reasonable efforts to meet such response times; however, such response times are dependent upon factors such as location, resource availability, your enablement of remote support capabilities, and your availability. The response times set forth on the Product Warranty Chart apply to Hardware Products located within a twenty-five (25)-mile (forty [40]-kilometer) radius of designated metro center. Add one (1) hour to on-site response time for each additional twenty-five (25) miles (forty [40] kilometers). Please contact your Oracle sales representative or Oracle partner for more details.

In the event that a firmware or software update or upgrade is required in order to address your issue, Oracle will provide you with instructions for obtaining the update or upgrade, which may include agreement to additional licensing terms. Unless otherwise designated on the Product Warranty Chart, you are responsible for performing all necessary updates or upgrades.

If your Hardware Product contains remote support capabilities, your failure to enable and use such capabilities during the warranty period may adversely impact Oracle's ability to respond to your requests for warranty service.

Oracle may require that you return your Hardware Product to the original factory-shipped hardware and software configuration before providing warranty service to you.

Oracle's obligation to deliver Service is conditioned upon Customer fulfilling all of the responsibilities above. Customer's failure to meet any of these responsibilities may result in no Service being provided, or a delay in Service provision.

## **LIMITATIONS**

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS WARRANTY (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS UPON CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOUR SOLE AND EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY WILL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE PURCHASE PRICE. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS UPON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Nothing in this Oracle Statement of Limited Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.