

Oracle Hardware Warranty

Effective Date: 1-May-2012

OVERVIEW

On March 16, 2010, Oracle introduced a new Hardware Warranty. The details of the Oracle Hardware Warranty are set forth below. The Oracle Hardware Warranty is only available in countries where Oracle maintains local hardware service or support operations. For a list of countries where Oracle maintains local service or support operations please refer to the attached document titled "[Oracle Service Locations](#)" (PDF). 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.

The term "you" and "your" refers to the individual or entity that has ordered a Hardware Product (as that term is defined in the Oracle Hardware Warranty Limited Warranty section below) from Oracle or an Oracle-authorized distributor to which this Oracle Hardware Warranty applies.

The term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

To view a comparison of this Oracle Hardware Warranty and the previous version of the Oracle Hardware Warranty, please refer to the attached [Statement of Changes](#) (PDF).

TRANSITION TO THE ORACLE HARDWARE WARRANTY

Sun Microsystems

Orders for Sun Microsystems hardware placed between March 16, 2010 and May 31, 2010 that include SunSpectrum Support will receive the Sun Microsystems warranty available prior to the March 16, 2010 introduction of the Oracle Hardware Warranty. Please refer to the attached document "[Sun Microsystems Hardware Warranty Prior to March 16, 2010](#)" (PDF) for the detail on the warranty available prior to March 16, 2010.

All orders placed on or after June 1, 2010 will receive the Oracle Hardware Warranty. All orders placed between March 16, 2010 and May 31, 2010 that do not include SunSpectrum Support will receive the Oracle Hardware Warranty (but if such orders include SunSpectrum Support the "[Sun Microsystems Hardware Warranty Prior to March 16, 2010](#)" (PDF) will apply as stated above).

Pillar Data Systems

Orders for Pillar Data Systems hardware placed before October 1, 2011 will receive the Pillar Data Systems warranty available at the time the order was placed. Please refer to the attached document "[Pillar Data Systems Hardware Warranty Prior to October 1, 2011](#)" (PDF) for details on the warranty. All orders placed after October 1, 2011 will receive the Oracle Hardware Warranty.

ORACLE HARDWARE LIMITED WARRANTY

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware Products, (ii) operating system and integrated software, and (iii) the Software Media and Tape Media. Hardware Products, Software Media and Tape Media shall have the meanings ascribed to them below.

Oracle warrants that hardware and the Sun Remanufactured Equipment Program products, listed on the product price lists, (collectively "Hardware Products") will be free from, and using the operating system and integrated software will not cause in the Hardware Product, material defects in materials and workmanship for one (1) year from the date the Hardware Product is shipped to you. Oracle warrants that the operating system media and the integrated software media ("Software Media") will be free from material defects in materials and workmanship for a period of ninety (90) days from the date the Software Media is shipped to you. Oracle warrants

that the StorageTEK LTO Ultrium media, DLT/SuperDLT media, 9840/9940 media, or T10000 media ("Tape Media") will be free from material defects in materials and workmanship for a period of one (1) year from the date the Tape Media is shipped to you. Software Media and Tape Media may collectively be referred to as media. The Oracle Hardware Warranty applies only to those Hardware Products and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by Oracle-authorized distributor).

Oracle Hardware Products may be new or like new. The Oracle Hardware Warranty applies to Hardware Products that are new and Hardware Products that are like-new which have been remanufactured and certified for warranty by Oracle.

IF YOU EXPERIENCE A WARRANTY ISSUE

Unless otherwise designated in writing by Oracle, Oracle and Oracle authorized service providers are the only parties authorized to perform warranty service on Oracle Hardware Products. Upon experiencing a warranty issue, please contact Oracle via [My Oracle Support](#) or contact the Oracle Technical Support Center for your country. Phone numbers and contact information can be found on Oracle's support web site located [here](#).

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.

WARRANTY SERVICE

WEB Coverage:	24x7 – 365 Days per Year
Phone Coverage:	Local Business Hours
Phone/Web Call Back Response (local business hours only):	
	Severity 1 Issue – four (4) Hours
	Severity 2 Issue – eight (8) Hours
	Severity 3 Issue – Next Business Day

Oracle will make commercially reasonable efforts to return your initial telephone or internet request for warranty service within the designated response time set forth above.

If the "[Hardware Products Delivery Method and Installation Chart](#)" (PDF) specifies on-site warranty service for your Hardware Product and Oracle has determined that an on-site visit is required in order to address the warranty issue, the visit will be scheduled during local business hours excluding holidays. Oracle will make commercially reasonable efforts to respond on-site within two (2) business days for Hardware Products located within a designated Oracle Service Location. Please refer to the attached document below titled "[Oracle Service Locations](#)" (PDF) for a listing of service locations near you. For warranty service outside the identified service locations response times may be longer.

In the event that 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"). Based on availability, Oracle will use commercially reasonable efforts to ship the Replacement CRU within the response times set forth above starting once the diagnostic analysis is done. 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. If you fail to return the Malfunctioning Hardware within forty-five (45) days of shipment to you, you will be charged the then-current fee for such Malfunctioning Hardware. Replacement CRUs will

be of new or like-new quality. Title in all Malfunctioning Hardware shall transfer back to Oracle upon removal from your Hardware Product. 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 is designated as "Return to Oracle" on the ["Hardware Products Delivery Method and Installation Chart"](#) (PDF), 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 including 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.

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

In the event that an integrated software update is required in order to address your warranty issue, Oracle will provide you with instructions for obtaining the update, which may include agreement to additional licensing terms. You are responsible for implementing the necessary updates. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

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

All response times 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 apply to Hardware Products located within a twenty-five (25)-mile (forty [40]-kilometer) radius of designated service location. Please refer to the attached document titled ["Oracle Service Locations"](#) (PDF) for a listing of service locations.

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's obligation to deliver warranty service is conditioned upon you fulfilling your obligations identified in this Oracle Hardware Warranty. Your failure to meet your obligations may result in no warranty service being provided or a delay in the provision of warranty service.

For Oracle to provide warranty service for Hardware Products relocated outside the original country of delivery, notice of Hardware Product relocation is required (unless the original country of delivery is in the European Union and the Hardware Product is relocated within the European Union). To provide notice of Hardware Product relocation, you must submit a completed Hardware Product Relocation Form which can be found [here](#). If the original country of delivery is in the European Union, and the Hardware Product is relocated within the European Union, notice is not required; however, at your option, you may submit a completed Hardware Product Relocation Form to facilitate the provision of warranty service. Relocated Hardware Products will be entitled to the warranty service available in the country to which the Hardware Product is relocated.

TOOLS USED TO PERFORM WARRANTY SERVICES

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your Hardware Products (e.g. Oracle Shared Shell for hardware)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g. Auto Service Request)) to assist with warranty issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools.

Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for warranty service and technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive warranty services. In addition, the tools data may be used by Oracle to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide warranty service to you.

Further details about some of the current tools Oracle uses to provide warranty services, and the data collected and how it is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, an ordering document, or readme that the tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Similarly, embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

Auto Service Request

Auto Service Request ("ASR") allows Oracle hardware which is ASR-enabled to automatically initiate a service request when specific hardware faults occur by sending fault telemetry information to Oracle. If the ASR enabled hardware is entitled to service, a service request will be initiated on your behalf. 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 by Oracle at any time and without prior notice.

GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES

Oracle is deeply committed to the security of its warranty services. In providing warranty services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/us/support/policies/index.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Security Practices during the warranty period. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

WHAT THE ORACLE HARDWARE LIMITED WARRANTY DOES NOT COVER

Oracle does not provide any warranties for Hardware Products, the operating system or the integrated software other than those described above. For software licensed by Oracle under a separate license agreement, you may be entitled to certain warranties as described in your software license agreement.

ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATIONS OF ANY HARDWARE PRODUCTS, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.

No warranty will apply to any Hardware Product, operating system, integrated software or media that has been (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware); (ii) maltreated or

used in a manner other than in accordance with the relevant documentation; (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 the Oracle Hardware Warranty, to the extent that problems are attributable to such use; (vi) relocated, 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; or (xi) purchased from any entity other than Oracle or an Oracle authorized distributor.

This Oracle Hardware Warranty does not apply to normal wear of the Hardware Products or media. 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 title to the Hardware Product is transferred. The Oracle Hardware Warranty does not apply to any products with a prefix of "Y." Products with a prefix of "Y" can be found [here](#).

THIRD-PARTY PRODUCTS

Installation of non-Oracle product by you, or your representative (other than by Oracle), into a Hardware Product is strongly discouraged due to the hardware warranty implications outlined below.

Oracle does not warrant any other third-party products installed into or attached to Hardware Products. Further, if third-party product is installed, or fails, in a manner that damages the Hardware Product, then the hardware warranty will not cover such damage. Replacement or repair of any damaged components in these situations would be subject to additional charges.

Installation of non-Oracle product into an Oracle Hardware Product may also impede and/or add costs in obtaining warranty services for certain failure conditions. Interoperability, timing, and intermittent failures are some examples of failure conditions that may require the removal or replacement of the third-party product from the Hardware Product.

For those failure conditions directly or indirectly related to third-party product (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the third-party product, or require the customer to remove the third-party product, before commencing with the troubleshooting process. Oracle's services for removing the third-party product will be subject to additional charges.

If it is determined that the cause of the failure is the third-party product, then Oracle will charge for the entire service call.

If it is determined that the third-party product is not the cause of the failure (i.e., if the problem would have occurred even if third-party product was not installed in or attached to the Hardware Product), then Oracle's service call will be addressed under the terms of the Oracle Hardware Warranty; provided that the removal of any third-party product by Oracle will be subject to additional charges.

LIMITATIONS

To the extent not addressed in your order with Oracle or an Oracle-authorized distributor for the Hardware Products and media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA

USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Nothing in this Oracle Hardware 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.

CONTACT INFORMATION

Phone numbers and contact information can be found on Oracle's support web site located [here](#).