
Oracle Hardware Warranty

Effective Date: 15-April-2020

Table of Contents

1. [Overview](#)
2. [Transition to the Oracle Hardware Warranty](#)
3. [Oracle Hardware Limited Warranty](#)
4. [If You Experience a Warranty Issue](#)
5. [Warranty Service](#)
6. [Tools Used to Perform Warranty Services](#)
7. [Global Customer Support Data Protection Practices](#)
8. [What the Oracle Hardware Limited Warranty Does Not Cover](#)
9. [Third Party Hardware and Other Third Party Products](#)
10. [Limitations](#)
11. [Contact Information](#)

1. Overview

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 Oracle hardware and/or media products, identified in the Oracle Hardware Limited Warranty section below, from Oracle or an Oracle-authorized distributor to which this Oracle Hardware Warranty applies.

The term "hardware" refers to the computer equipment, including components, options and spare parts (but excludes third party warranted hardware as defined below).

The term "third party warranted hardware" is defined as hardware identified on your order by a statement that the warranty will be provided by a third party.

The term "integrated software" refers to any software or programmable code that is (a) embedded or integrated in the hardware and enables the functionality of the hardware or (b) specifically provided to you under a separate agreement with Oracle or an Oracle-authorized distributor and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with your hardware.

If your contract provides for any onsite warranty services, you must provide a safe and healthful workspace for all Oracle resources performing warranty services at your site (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing technical support services in the workspace, and ergonomically correct work stations, etc.).

Additionally, due to the uncertainties of the evolving Covid-19 situation, all Oracle resources performing onsite warranty services must be permitted and able to perform such services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the location of service delivery and/or the location of the personnel). If the provision of any onsite services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, you agree to cooperate with Oracle in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like, including possibly putting in place an infrastructure (e.g., VPN) to enable remote delivery of services. For the avoidance of doubt, this provision is without prejudice to the parties' rights and obligations under the force majeure clause of the applicable agreement.

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).

2. Transition to the Oracle Hardware Warranty

Talari Networks

Orders placed before November 1, 2019 for Talari hardware will receive the Talari Warranty available at the time the order was placed. Please refer to the [Talari Hardware Product Warranty Prior to November 1, 2019](#) (PDF) document for details on the warranty. All orders placed after November 1, 2019 will receive the Oracle Hardware Warranty, excluding third party warranted hardware.

3. Oracle Hardware Limited Warranty

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware (excluding third party warranted hardware), (ii) operating system and integrated software and the integrated software options, (iii) the Software Media, and (iv) Tape Media. Software Media and Tape Media are defined below.

Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one (1) year from the date the hardware is delivered to you. Oracle warrants that the operating system media, the integrated software media, and the integrated software options media, collectively referred to as, "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 delivered to you.

Oracle warrants that the StorageTek LTO5 and later Ultrium and T10000 T2 tape media (including T10000 T2 cleaning cartridges) will be free from material defects in material and workmanship and will conform in all material respects to the specifications for its lifetime, meaning for so long as you use it in the configuration for which it was purchased originally. Oracle warrants that all other StorageTek LTO Ultrium and T10000 tape media, DLT/SuperDLT tape media, and 9840/9940 tape media (including the respective cleaning cartridges) will be free from material defects in materials and workmanship for a period of one (1) year from the date the tape media is delivered to you. Tape media identified in this section may collectively be referred to as "Tape Media".

The Oracle Hardware Warranty applies only to the hardware, Software Media and Tape Media that have been (1) manufactured by or for Oracle, (2) sold by Oracle (either directly or by Oracle-authorized distributor), and used under normal conditions as described in the specifications. The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which have been

remanufactured and certified for warranty by Oracle. For information regarding third party warranted hardware please refer to section 9 (Third Party Warranted Hardware and Other Third Party Products) below.

4. 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 the hardware. 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 the Oracle product; a description of the 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, if applicable, proof of the installation date prior to receiving warranty service.

5. 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 [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) (PDF) or the [Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts](#) (PDF) specifies "Field Replaceable" warranty service for your hardware 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 located within a designated Oracle Service Location. Please refer to the attached document "[Oracle Service Locations](#)" (PDF) for a listing of service locations near you. For on-site warranty service outside the identified service locations response times may be longer or unavailable.

On-site warranty service is not available for hardware designated as "Customer Replaceable Units" or "Customer Installable Integrated Software Updates" on the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) (PDF) or the [Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts](#) (PDF), Software Media or Tape Media. Instead, warranty service will be provided in accordance with the Replacement CRU shipment process described below.

In the event that Oracle determines that your issue can be addressed by shipping a replacement part to you (a "Customer Replaceable Unit" or "CRU"), Oracle will ship the replacement CRU 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. Replacement CRUs will be of new or

like-new quality. You are responsible for installation of Replacement CRUs. Replacement CRUs are not warranted separately from the hardware, Software Media, or Tape Media, but are warranted as follows: (i) Replacement CRUs for hardware are warranted under the warranty terms remaining for the hardware into which the Replacement CRU is installed; (ii) Replacement CRUs for Tape Media or Software Media, are warranted under the warranty terms remaining for the Tape Media or Software Media being replaced. Oracle may require that you return your hardware 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.

You are responsible for ensuring that any malfunctioning hardware (or part) or Tape Media being replaced (“Malfunctioning Product”) is returned to Oracle in accordance with all Oracle shipping or courier instructions. If you fail to return the Malfunctioning Product within forty-five (45) days of a Replacement CRU being shipped to you, you will be charged the then-current fee for such Malfunctioning Product. Title in the Malfunctioning Product shall transfer back to Oracle upon removal from the hardware. It is your responsibility to back up all data before returning Malfunctioning Product 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 Product before returning it to Oracle.

Warranty service and response time targets for MICROS hardware (i) on a ship or other water vessel, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle’s receipt of the malfunctioning hardware, and (ii) on an island country, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle’s acknowledgement that replacement of a hardware part is necessary.

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

If your 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.

Any services provided for hardware, Software Media or Tape Media which are not covered by warranty will be billed on a time and material basis.

6. 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 (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 [Oracle Support Portal 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 (e.g., 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.

7. Global Customer Support Data Protection Practices

To the extent you provide personal information to Oracle as part of Oracle’s provision of warranty services, Oracle will comply with the following:

- Oracle’s Services Privacy Policy, available at <https://www.oracle.com/legal/privacy/services-privacy-policy.html>; and
- the applicable version of the Oracle Data Processing Agreement for Oracle Services, available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>

In providing warranty services, Oracle will also adhere to the applicable administrative, physical, technical and other safeguards described in Oracle's [Global Customer Support Security Practices](#). 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 Global Customer Support Security Practices during the warranty period. You are advised to review these Global Customer Support Security Practices from time to time. To view changes that have been made, please refer to the [Statement of Changes](#) (PDF).

Please note that the warranty services are not designed to accommodate special security or privacy controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any sensitive data, such as protected health information or payment card data, which requires security and privacy controls greater than or different from those specified in the [Global Customer Support Security Practices](#). Information on how you can remove sensitive data from your submission is available in My Oracle Support, [Doc ID 1227943.1](#).

Notwithstanding the restriction above, if you would like to submit personal information subject to Applicable European Data Protection Law (as such term is defined in the Oracle Data Processing Agreement for Oracle Services) or protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA") to Oracle as part of receiving technical support services, you must:

- For PHI, execute a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services;
- Submit personal information subject to Applicable European Data Protection Law or PHI only in service request attachments on the My Oracle Support customer portal;
- Not include any personal information subject to Applicable European Data Protection Law or PHI in the body of service requests (other than contact information required for Oracle to respond to the service request);
- When prompted in My Oracle Support, indicate that the service request attachment may contain personal information subject to Applicable European Data Protection Law (also may be designated as "EEA Personal Data" in My Oracle Support) or PHI.

8. What the Oracle Hardware Limited Warranty Does Not Cover

Oracle does not provide any warranties for hardware, operating system, integrated software, Software Media or Tape Media 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, OPERATING SYSTEM, INTEGRATED SOFTWARE, SOFTWARE MEDIA OR TAPE MEDIA.

There is no warranty for any hardware, operating system, integrated software, Software Media or Tape 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 or specifications or Software Media or Tape Media failures resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, or incorrect environments; (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 an Oracle Warranty, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) de-supported by the third-party manufacturer or vendor, or for which, in Oracle's good faith determination, it is no longer practicable for Oracle to support such third party hardware, operating system, integrated software, Software Media or Tape Media, or any third party component or part therein; (viii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (ix) used by parties appearing on the most current U.S. export exclusion list; (x) relocated to countries subject to U.S. trade embargo or restrictions; or (xi) used remotely to facilitate any activities in the countries referenced in (x) above; or (xii) 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, Software Media or Tape Media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware 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](#).

9. Third Party Warranted Hardware and Other Third Party Products

Oracle shall procure for you the warranties for the following third party warranted hardware as contained in your order:

- **HPE Servers, HPi Desktops:**

<https://support.hp.com/us-en/checkwarranty>

- **Secure Retail Payment Devices:**

<https://www.secure-retail.com/support>

- **Epson Fiscal Printers in Italy:**

https://assets.epson-europe.com/uk/coverplus/pdf/2014/EN_CoverPlus2014.pdf

Oracle does not itself provide any warranties or warranty services for third party warranted hardware or any other third party products installed into or attached to the hardware by you or your representative other than Oracle (collectively "other third party products"). Further, if other third party products are installed, or fail, in a manner that damages the hardware, then the hardware warranty will not cover such damage. Other third party products 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 other third party products from the hardware. Replacement or repair of any damaged components in these situations would be subject to additional charges.

For those failure conditions directly or indirectly related to other third party products (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the other third party products, or require the customer to remove the other third party products, before commencing with the troubleshooting process. Oracle's services for removing other third party products will be subject to additional charges and if it is determined that the cause of the failure is the other third party products, then Oracle will charge for the entire service call.

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

10. Limitations

To the extent not addressed in your order with Oracle or an Oracle-authorized distributor for the hardware, operating system, integrated software, Software Media or Tape 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, YOU MAY RETURN THE DEFECTIVE PRODUCT FOR A REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND, IF APPLICABLE, 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.

11. Contact Information

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