STORAGETEK

L20, L40, L80
PRODUCT LIMITED WARRANTY
(48 Contiguous United States of America)
Effective Date: February 1, 2005

- *Warranty.* StorageTek warrants to the original End User that the L20, L40 and/or L80 tape automation products (the "Hardware Product") will be free from defects in material and workmanship and will substantially conform to its 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/. 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 the Hardware Product is thirty-six (36) months ("Warranty Period") from the date of purchase from StorageTek or its authorized reseller.

- *Warranty Service* During the Warranty Period, the level of warranty service for the Hardware Product is StorageTek's Interactive Support w/ Advanced Exchange (AdEx). End User's sole and exclusive remedy for a breach of the above warranty shall be to exchange the product at no additional product cost to the End User, subject to receipt by StorageTek of the defective product within thirty (30) business days of End User receipt of the replacement unit.

  The replacement unit is 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 within thirty (30) business days after receiving the replacement unit. If the defective unit is not received by StorageTek within thirty (30) business days after the replacement unit is received, 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 refuse to provide any future replacement units until such time as End User resolves any such invoicing or return issues to the extent that End User does not (i) return the defective unit, (ii) remit payment to StorageTek for defective units not returned.

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- ***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.