

Intel Hardware Maintenance Agreement

What is the Hardware Maintenance Agreement?

The Hardware Maintenance Agreement (HMA) is a support agreement for StorageExpress™ Systems which provides the customer with next business day hardware replacement, maintenance software releases, and software upgrades for one year from the date of agreement purchase. The Hardware Maintenance Agreement provides telephone support for the system(s) covered under the agreement.

- Next business-day hardware replacements
- All upgrades and maintenance releases by Intel during the terms of the agreement
- Phone support for installation, configuration and usage questions for one designated contact limited to products specified in this agreement

What are the Professional and Enterprise Subscriptions? The purchase of a Professional or Enterprise Support Subscription is recommended for customers who have a high call volume, require technical support on other Intel products, and/or have decentralized technical support centers with multiple contacts. If you are not a current subscriber, you may want to purchase a Professional or Enterprise subscription to receive toll-free technical telephone support, priority queuing, e-mail alert services, and other benefits for all your Intel products. You may use a single order form for both your subscription and your software maintenance agreement.

Professional Support - \$500 annual fee - for businesses with a centralized help desk

- Includes all Standard Support Services
- Covers **all** Intel brand products
- Unlimited toll-free calls for one designated contact
- Priority queuing to senior engineers
- E-mail Alert service

Enterprise Support - \$2500 annual fee - for corporations, educational and government institutions

- Includes all Standard and Professional Support Services
- Covers **all** Intel brand products
- Unlimited toll-free calls for four designated contacts
- Highest level of priority queuing to senior engineers
- E-mail Alert service and E-mail support with next-business day response
- Call activity reports upon request, up to four times a year
- Extended technical phone support hours

How to order? Complete the attached forms and either mail or fax per the instructions.

Questions? Ask your reseller, Intel Sales Representative or call Intel at 800-538-3373, ext. 276.

Professional and Enterprise Subscriptions and Hardware and Software Maintenance Agreements are currently available in the United States and Canada only.

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INTEL SUPPORT SERVICES ORDER FORM

Complete this form and fax (503-264-4002) or mail to Intel Support Services, JF3-335, 5200 NE Elam Young Parkway, Hillsboro, OR 97124-6497. Return the order form, the system information sheet, and a copy of the PO. Please print. Allow two to three weeks for your acknowledgement letter.

Customer Information (end user)

Company name _____
 Business contact _____
 Address _____

 City, State or Province, Zip or Postal Code _____
 Phone number _____
 Fax number _____
 E-mail _____

Select a Support Service

Customer is purchasing agreement directly from Intel

Reseller is purchasing agreement for customer (end-user)

Reseller Company Name _____
 Reseller Contact _____
 Reseller phone number _____
 Reseller address _____

Indicate which support services you wish to purchase, quantity and price. Note that the HMA and SMA are taxable.

	Price of subscription	Qty	Price
Professional Support Subscription (one technical contact included)	\$500		
Enterprise Support Subscription (four technical contacts included)	\$2500		
Hardware Maintenance Agreement (HMA)	End-users - use pricing worksheet below. For reseller pricing information, contact your Intel Sales representative or call (800) 538-3373, ext. 276.		
Software Maintenance Agreement (SMA)	For purchasing information, request the Software Maintenance Agreement from the World Wide Web at: www-cs.intel.com Or order doc. #9981 from FaxBack [†] at (800) 525-3019.		
		Service Total \$	
		Sales or Use Tax**	
		Total \$	
<small>** Add sales and use tax where applicable. Intel reserves the right to correct sales tax rate and/or collect sales tax as required by law without notice. Intel is not registered in AK, DE, LA, ME, MT, NV, NH, ND, OR, VT, WV, WY, or DC. The customer is responsible for paying any sales/use taxes due in these states. For reseller sales/use tax exemption, please complete the form in FaxBack[†] document #8701 and include it with this agreement. Canadian residents are taxed on all Intel Support Services. US residents are taxed only on SMA and HMAs.</small>			

From the price table below, select the price associated with the StorageExpress system base model that you have and fill in the "price" field under the billing information.

System Date of Purchase	<u>Within 1 year</u>	<u>After 1 year</u>
StorageExpress EL, ELD, or ELD II System	\$500	\$1000
StorageExpress XLD or XLD II System	\$1000	\$1500
StorageExpress XL, XLC, XLE, XLC II, or XLE II System	\$1500	\$2000

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Technical Contacts : One contact only for Hardware Maintenance Agreement. +The first technical contact listed will receive all software upgrades. Please list one contact only for each Hardware Maintenance Agreement and Professional Support Subscription and four contacts for Enterprise Support Subscriptions. Your complete E-mail address is necessary for e-mail notification.

1) Name+ _____

Company _____

Address _____

City, State or Province, Zip or Postal Code

Phone number _____

Fax number _____

E-mail address _____

3) Name _____

Company _____

Address _____

City, State or Province, Zip or Postal Code

Phone number _____

Fax number _____

E-mail address _____

2) Name _____

Company _____

Address _____

City, State or Province, Zip or Postal Code

Phone number _____

Fax number _____

E-mail address _____

4) Name _____

Company _____

Address _____

City, State or Province, Zip or Postal Code

Phone number _____

Fax number _____

E-mail address _____

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Payment Information:

Credit Cards

Visa

MasterCard

AmericanExpress

Credit Card Number _____

Expiration Date: _____

Signature: _____

Purchase Orders: Fill in all information

Attach Purchase Order

PO# _____

Terms of Sale: net 30 days from order

Accounts Payable Contact Name: _____

Accounts Payable phone: _____

Company Checks: Make checks payable to Intel Corporation

Complete this form and fax (503-264-4002) or mail to Intel Support Services, JF3-335, 5200 NE Elam Young Parkway, Hillsboro, OR 97124-6497

THIS ANNUAL AGREEMENT SHALL BE EFFECTIVE FOR CUSTOMERS IN THE UNITED STATES AND CANADA ONLY. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS ON THE PREVIOUS PAGE AND THOSE LISTED UNDER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH SHALL BECOME EFFECTIVE ON THE DATE WHICH IT IS ACCEPTED BY INTEL AND SHALL REMAIN IN EFFECT FOR THE PERIOD STATED ON THE ACKNOWLEDGEMENT LETTER.

Signature _____

Printed name _____

Company name _____

PLEASE NOTE: INTEL CANNOT ACCEPT YOUR ORDER WITHOUT A SIGNATURE.

INTEL USE ONLY

Professional number _____ Enterprise number _____

SMA number _____ HMA number _____

Agreement valid from _____ to _____

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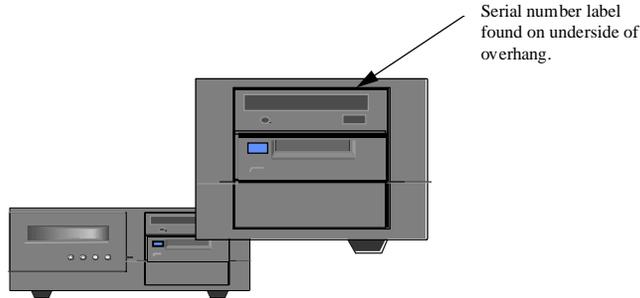
Date System Purchased: _____ (Please attach proof of purchase)

StorageExpress™ System CPU Model Description (Check one of the following product codes and enter serial number)	Serial Number
____ LDS535338E - Includes SE 1 - CHECK ONE: • XL • XLD • XLE • XLC	
____ LDS2402080E - Includes SE I - CHECK ONE: • EL • ELD	
____ LDS2410 (SE II - ELD)	
____ LDS2430 (SE II - XLC)	
____ LDS2420 (SE II - XLD)	
____ LDS2450 (SE II - XLE)	
____ LDS2400 (SE II - XL no tape drive)	

The product code and serial number are located on the bar coded label which is placed above the tape drive slots on the front of the unit. See graphics below.

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:-----:
: LDS2420                               : ← The top line is the product code.
: ||||| ||||| ||||| ||||| ||||| ||||| :
: A05355121    03/16/95                 : ← The bottom line is the serial number and manufacture date.
:-----:
    
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Tape Drives (Check one and enter number of tape drives.)	How Many?
____ 4MM DDS-1	
____ 4MM DDS-2	
____ 4MM Autochanger	
____ 8MM 8500	
____ 8MM8500C	
____ 8MM 850XL	
____ DLT	

The Configuration Report shows StorageExpress hardware information. From the Central Console main menu, choose REPORTS. Then select CONFIGURATION REPORT, choose which StorageExpress system you want information for and select the VIEW button. The tape drive type will be listed with the SCSI Port Assignments section.

INTEL HARDWARE MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

1. **SCOPE:** Intel agrees to provide hardware and software support services on the single StorageExpress™ System, including the associated system option kits identified in this Agreement.
2. **PERIOD:** This Agreement shall commence on the date which it is accepted by Intel and shall remain in effect the period stated on the acknowledgment letter.
3. **STATEMENT OF WORK:** Intel will provide the following services:

Telephone Support: Telephone support is available only for the products specifically covered under this agreement and is limited to questions on product installation, configuration and usage.

- A. Telephone support will be offered through Intel's Customer Support Group during the business hours of 7:00AM - 5:00PM Pacific Time, Monday through Friday, excluding holidays and Thursday from 3:00-5:00PM.
- B. Intel will provide software telephone support to customer's technical contact listed on the face hereof for the software covered under this agreement. Technical contact will be required to provide the the Hardware Maintenance Agreement number when calling into Intel Technical Support at 503-264-7000.
- C. Professional or Enterprise Subscription holders will receive priority in the StorageExpress™ system queue by calling the number specified on their contracts and providing their pin number.

Next Business Day Hardware Replacement

- A. Intel's Customer Support Group will diagnose the customers problem.
- B. If the problem is determined to be a hardware malfunction:
 1. Based on this diagnosis, Intel will use reasonable efforts to ship the necessary replacement product or components to the address indicated on the face of this Agreement to arrive on the next business day (so long as the diagnosis was made before 1:00 p.m. Arizona time). For shipments to Canada, actual delivery time will be dependent on customs delays. Intel may choose instead to dispatch a service agent for next-business day on-site service at its sole discretion.
 2. Company will immediately ship the corresponding malfunctioning product to Intel in the packing materials the replacements were received in using the furnished label referencing the specific Direct Return Authorization (DRA) Number. Such DRA Number shall also be referenced on the shipping box.
 3. Company agrees to protect the product from damage while in transit by using good commercial packaging practice acceptable to common carriers and adequate to insure safe arrival.
 4. In the event the Company does not return the malfunctioning product within ten (10) days of receiving the replacement product, Intel shall have the right to invoice Company and Company agrees to pay for the replacement product at Intel's current List Price.
 5. Intel will pay all shipping costs. Company must ship the returned product via surface method.
 6. Intel may replace malfunctioning product or components with either new, like-new, or reconditioned products or components, and such replacements are subject to the warranty terms of the original product. The malfunctioning product shall become the property of Intel upon receipt by the Company of the replacement product, unless the parties have agreed otherwise in writing.
- C. All services provided, including documentation and program materials, are subject to this Agreement and the applicable Software License Agreement.

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Software Upgrades

- A. If Intel, in its sole discretion, creates maintenance software releases and software upgrades, Intel shall provide such updates and upgrades to the customer's Technical Contact. Distribution of software upgrades or updates does not include installation. Such upgrades and updates will be provided by Intel when Intel makes them generally available in the marketplace.
 - B. Software Support does not include assistance for customer's application requirements.
 - C. All Software Upgrades provided, including documentation and program materials, are subject to this Agreement and the applicable Software License Agreement.
4. **EXCLUSIONS:** Maintenance service does not include repair of damage to the malfunctioning product while it is not in Intel's possession and control, including damage that occurs while transporting such product back to Intel. Upon receipt of the malfunctioning product by Intel, Intel will examine it to determine if the failure was caused by misuse, abuse, or operation inconsistent with the instruction manual. If so, Customer will be invoiced the lesser of the repair costs or the List Price for the replacement unit.
 5. **FORCE MAJEURE:** Intel shall not be liable for its failure to perform due to unforeseen circumstances or causes beyond Intel's reasonable control. In the event of force majeure, Intel's performance will be extended for a period equal to the duration of the delay caused hereby.
 6. **LIMITED WARRANTY:**
 - A. Intel's sole warranty with respect to replacement products shall be to replace any malfunctioning product in accordance with the terms of this Agreement.
 - B. Repair or replacement of products shall not extend the term of this Agreement.
 7. **EXCLUSIONS OF OTHER WARRANTIES:** INTEL DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED. INTEL NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SERVICE OR REPLACEMENT UNITS PROVIDED HEREUNDER.
 8. **ASSIGNMENT:** Company may not assign any rights hereunder without the prior written approval of Intel, and any attempt to assign any rights, duties, or obligations hereunder without Intel's prior written consent will be void. Intel may assign all or any part of its rights or obligations without Company's consent.
 9. **LIMITATION OF LIABILITY:** INTEL'S SOLE LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. IN NO EVENT SHALL INTEL HAVE ANY LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR SPECULATIVE DAMAGES WHETHER ARISING UNDER CONTRACT TORT, OR STATUTE AND INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS INTERRUPTIONS, LOSS OF GOOD WILL AND LOSS OF PROFITS, IRRESPECTIVE OF WHETHER INTEL HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, INTEL'S TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID FOR THE HARDWARE AND SOFTWARE SERVICES DURING THE IMMEDIATELY PROCEEDING TWELVE MONTHS. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
 10. **TERMINATION FOR DEFAULT:** Without limiting any other remedies available under this Agreement at law or in equity, in the event that either party shall be in breach or default of any of the terms or conditions of this Agreement, then the other party shall have the right to cancel this Agreement without any obligation or liability to the other party.

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11. RISK OF LOSS: In the United States, risk of loss for the replacement product shall pass to the Customer at Intel's loading dock and risk of loss for the returned product shall pass to Intel at Intel's loading dock. On shipments to and from Canada, Intel maintains risk of loss to the Canadian Port of Import and from the Port of Export, and Customer maintains risk of loss from the Canadian Port of Import and to the Canadian Port of Export, as applicable.

12. GENERAL

- A. Payment of any invoices is due within thirty (30) days from the invoice date.
 - B. This Agreement, which incorporates the hardware warranty in the user manual and the Software License Agreement, if applicable, shipped with the original product, constitutes the entire Agreement between the parties on the subject matter herein and supersedes all prior and contemporaneous Agreements and understandings to the contrary. This Agreement and the foregoing hardware warranty and Software License Agreement shall be read together, and if there is any conflict between the terms in this Agreement and those foregoing documents, the terms in this Agreement shall govern.
 - C. THESE TERMS AND CONDITIONS WILL PREVAIL NOTWITHSTANDING ANY DIFFERENT, CONFLICTING OR ADDITIONAL TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY PURCHASE ORDER SUBMITTED BY CUSTOMER. Deviations from the terms and conditions of this Agreement are not valid unless agreed to in writing by both parties.
 - D. This Agreement and its terms will be governed by the laws of the State of California.
 - E. All rights and remedies, whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The terms and conditions stated herein are declared to be severable.
11. This agreement is offered in the United States and Canada only.

[†] Other brands or trademarks are the property of their respective owners.