

Intel® Optane™ DC Persistent Memory Module

Limited Warranty

FAILURE OF THE PRODUCT SPECIFIED ABOVE CAN RESULT IN LOSS, DELETION, CORRUPTION OR ALTERATION OF DATA ("DATA LOSS"). INTEL IS NOT LIABLE FOR DATA LOSS IN CONNECTION WITH THIS PRODUCT, REGARDLESS OF THE CAUSE.

YOU ARE RESPONSIBLE FOR PROTECTION AGAINST DATA LOSS, AND YOU AGREE TO MAINTAIN A VERIFIED BACK UP OF ALL DATA ON THE PRODUCT AT ALL TIMES.

Intel warrants to the purchaser of the Product in its original sealed packaging ("Original Purchaser") as follows: if the Product is properly used and installed, it will be free from defects in material and workmanship, and will substantially conform to Intel's publicly available specifications for the "warranty period", which is a period of five years beginning on the date the product was shipped in its original sealed packaging, PROVIDED HOWEVER, THAT THE WARRANTY PERIOD IS IMMEDIATELY TERMINATED UPON THE OCCURRENCE OF ANY ONE OR MORE OF THE FOLLOWING EVENTS:

- A. For Intel® Optane™ DC persistent memory usage, consumption of memory media life, as measured by Intel's implementation of the SMART attribute "Percentage Remaining" indicates "0%". In the unexpected case of premature wear of the Intel® Optane™ DC persistent memory where "Percentage Remaining" indicates "0%" ahead of expected endurance specification, Total Bytes Written will be used to evaluate a warranty claim.
- B. The operating temperature exceeds 85 degrees Celsius as reported by the temperature hitting "Critical" in the "Thermal Log Return Data" as defined in the Intel® Optane™ DC persistent memory Firmware Interface Specifications.

If the Product, which is the subject of this Limited Warranty, fails to conform to the above warranty during the warranty period, Intel, at its option, will:

- REPAIR the Product by means of hardware and/or software, or in the event that Intel is unable to REPAIR the Product, Intel will REPLACE the Product with another product.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCIAL OR LOCAL LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT AND LASTS ONLY FOR AS LONG AS YOU CONTINUE TO OWN THE PRODUCT.

EXTENT OF LIMITED WARRANTY

Intel does not warrant that the Product will be free from design defects or errors known as "errata." Current characterized errata are available upon request. Further, this Limited Warranty does NOT cover:

- Any costs associated with the repair or replacement of the Product including labor, installation or other costs incurred by you, and in particular, any costs relating to the removal or replacement of any Product that is soldered or otherwise permanently affixed to any printed circuit board; OR
- Damage to the Product due to external causes, including accident, problems with electrical power, abnormal electrical, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR
- Any Product which has been modified or operated outside of Intel's publicly available specifications or where the original identification markings (trademark or serial number) has been removed, altered or obliterated from the Product, or where the label or screw on the exterior of the Product is removed or broken.

HOW TO OBTAIN WARRANTY SERVICE

- You may contact your place of purchase or you may contact Intel by calling an Intel Customer Support (ICS) center during business hours. You will be asked for (1) your contact information; (2) proof of purchase; (3) model name and Product identification number; (4) an explanation of the problem; and (5) more information if necessary. If ICS confirms that the Product is eligible for warranty service, you will receive a Return Material Authorization (RMA) number and instructions for returning the Product.

- Intel will ship to you, at its expense, the repaired or replaced Product within a reasonable period upon receipt of the returned Product. The replacement product will be warranted under the terms and conditions under the terms contained in the Limited Warranty, including its exclusions, except that the term of the warranty will be whichever of the following two periods which is longer: (1) 90 days, beginning on the date of shipment of the repaired or replaced Product to you; or (2) the remainder of the warranty period for the returned product plus any additional period equal to the number of days between when you notify ICS of the need for warranty service and when you received the repaired or replaced Product.
- Before returning any product which stores data, be sure to back up your data and remove any confidential, proprietary, or personal information and removable media from the product. Intel accepts no responsibility for any of your confidential, proprietary or personal information.

WARRANTY LIMITATIONS AND EXCLUSIONS

THIS WARRANTY REPLACES ALL OTHER WARRANTIES FOR THE PRODUCT AND INTEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. Some states (or jurisdictions) do not allow the exclusion of implied warranties so this limitation may not apply to you. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. If Intel replaces the Product, the Limited Warranty period for the replacement Product is not extended. Some states (or jurisdictions) do not allow limitation on how long an implied warranty lasts, so this limitation may not apply to you.

LIMITATIONS OF LIABILITY

INTEL'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR OR REPLACEMENT, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTEL IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH WARRANTY OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN THE PRODUCT), EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE OR JURISDICTION. If Intel replaces the Product, the Limited Warranty period for the replacement Product is not extended.

ANY AND ALL DISPUTES ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY SHALL BE ADJUDICATED IN THE FOLLOWING FORUMS AND GOVERNED BY THE FOLLOWING LAWS:

- FOR THE UNITED STATES OF AMERICA, CANADA, NORTH AMERICA AND SOUTH AMERICA, THE FORUM SHALL BE SANTA CLARA, CALIFORNIA, USA AND THE APPLICABLE LAW SHALL BE THE STATE OF DELAWARE.
- FOR THE ASIA PACIFIC REGION (EXCEPT FOR MAINLAND CHINA), THE FORUM SHALL BE SINGAPORE AND THE APPLICABLE LAW SHALL BE THAT OF SINGAPORE.
- FOR EUROPE AND THE REST OF THE WORLD, THE FORUM SHALL BE LONDON AND THE APPLICABLE LAW SHALL BE THAT OF ENGLAND AND WALES.

IN THE EVENT OF ANY CONFLICT BETWEEN THE ENGLISH LANGUAGE VERSION AND ANY OTHER TRANSLATED VERSION(S) OF THIS LIMITED WARRANTY (WITH THE EXCEPTION OF THE SIMPLIFIED CHINESE VERSION), THE ENGLISH LANGUAGE VERSION SHALL CONTROL.

For support visit <http://www.intel.com/support>

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