

Intel® Optane™ Solid State Drives and Modules (Client)

Limited Warranty

If you are a consumer under the Australian Consumer Law, this warranty does not apply to you. Please visit <http://www.intel.com/content/www/us/en/support/memory-and-storage/000005861.html> to view the limited warranty, which is applicable to Australian consumers.

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 THE PRODUCT, REGARDLESS OF THE CAUSE.

YOU ARE RESPONSIBLE TO PROTECT 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 THE SHORTER OF: (A) A PERIOD OF FIVE (5) YEARS BEGINNING ON THE DATE THE PRODUCT WAS PURCHASED IN ITS ORIGINAL SEALED PACKAGING IN THE CASE OF AN ORIGINAL PURCHASER; OR (B) THE PERIOD ENDING ON THE DATE WHEN THE USAGE OF THE SOLID STATE DRIVE OR MODULE, AS MEASURED BY INTEL'S IMPLEMENTATION OF THE "SMART" ATTRIBUTE:

- For PCIe* drive usage, the value of the SMART attribute "Percentage Used", as measured by Intel's implementation of this "SMART" attribute and reported by the Intel® Memory and Storage Tool, reaches or exceeds a value of "100."

Additionally, the Product will not be subject to this Limited Warranty if used in:

- i. any compute, networking or storage system that supports workloads or data needs of more than one concurrent user or one or more remote client device concurrently;
- ii. any server, networking or storage system that is capable of supporting more than one CPU per device; or
- iii. any device that is designed, marketed or sold to support or be incorporated into systems covered in clauses (i) or (ii).

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
- REPLACE the Product with another product; OR, if Intel is unable to repair or replace the Product,
- REFUND the then-current value of the Product at the time a claim for warranty service is made to Intel under this Limited Warranty.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCAL 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.



EXTEND 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 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; OR
- Any PCI-e* SSD or module Product, the usage of which has reached its write endurance limit, as measured by the "Percentage Used" value of "100", as set forth above.

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 details; (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 contained in the Limited Warranty, including its exclusions, except that the term of the warranty will be whichever of the following two periods 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. Some states (or jurisdictions) do not allow limitations 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, REPLACEMENT OR REFUND, 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 OF 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. 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.

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 THAT OF 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.