

LIMITED WARRANTY

Intel warrants to the purchaser of the Product (defined herein as the Intel® Xeon PHI X100 Coprocessors Family) in its original sealed packaging ("Original Purchaser") and to the purchaser of a computer system built by an Original Purchaser containing the Product ("Original System Customer") 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 a period of one (1) years beginning on the date the Product was purchased in its original sealed packaging in the case of an Original Purchaser, and for a period of one (1) years beginning on the date of purchase of a computer system containing the Product for an Original System Customer. 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, PROVINCIAL OR LOCAL LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT OR COMPUTER SYSTEM THAT INCLUDES THE PRODUCT AND LASTS ONLY FOR AS LONG AS YOU CONTINUE TO OWN THE PRODUCT. WARRANTY COVERAGE TERMINATES IF THE ORIGINAL SYSTEM CUSTOMER SELLS OR OTHERWISE TRANSFERS THE COMPUTER SYSTEM WHICH INCLUDES 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.

HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service for the Product (whether purchased in its original sealed packaging or as part of a computer system), you may contact your original place of purchase in accordance with its instructions or you may contact Intel.

To request warranty service from Intel, you must contact the Intel Customer Support ("ICS") center in your region within the warranty period during normal business hours (local time), excluding holidays and return the Product (the boxed Intel® processor) to the designated ICS center. (See back cover for information regarding how to contact ICS in your region.) Please be prepared to provide: (1) your name, mailing address, email address and telephone numbers; (2) proof of purchase; (3) model name and product identification number found on the Product; (4) if applicable, a description of the computer

system including the brand and model; and (5) an explanation of the problem. The ICS representative may need additional information from you depending on the nature of the problem.

Upon ICS's verification that the Product is eligible for warranty service, you will be issued a Return Material Authorization ("RMA") number and provided with instructions for returning the Product to the designated ICS center. When you return the Product to the ICS center, you must include the RMA number on the outside of the package. Intel will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package. You must deliver the returned Product to the designated ICS center in the original or equivalent packaging, with shipping charges pre-paid, and assume the risk of damage or loss during shipment. Freight charges and/or handling fees may apply if the Product for which you are requesting warranty services was not sold via authorized distribution in your country/Region. (For a definition of country/Region, contact the ICS center in your region or go to www.intel.com/support.)

Intel may elect to repair or replace the Product with either a new or reconditioned Product or components, as Intel deems appropriate. The repaired or replaced product will be shipped to you at the expense of Intel within a reasonable period of time after receipt of the returned Product by ICS. The returned Product shall become Intel's property on receipt by ICS. The replacement product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original warranty period, whichever is longer. If Intel replaces the Product, the Limited Warranty period for the replacement Product is not extended.

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 OR USED WITH A SYSTEM CONTAINING 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.

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.