



Limited Warranties for IntelliFlash™ Products

IntelliFlash by DDN, Inc. ("IntelliFlash") warrants for a period of one (1) year from delivery that the IntelliFlash™ brand hardware product(s) provided by IntelliFlash to the original end-user (the "Hardware") will be free from defects in materials and workmanship. Additionally, IntelliFlash warrants for a period of ninety (90) days that the commercially released object code version of software IntelliFlash provides solely for execution on the Hardware, and any maintenance releases or revisions therefor subsequently provided by IntelliFlash for use on the Hardware (the "Software") will substantially conform to any user instructions, manuals, help files, or other explanatory materials that are generally provided by IntelliFlash for use with the Hardware or Software ("Documentation").

The benefits Customer receives under any IntelliFlash™ End-User Support Services Agreement are in addition to but do not extend this warranty. In order to obtain warranty service a customer must contact IntelliFlash support and obtain a return material authorization (RMA) number and return the Hardware and Software (collectively "Product(s)") as outlined by IntelliFlash support. There are no refund or other remedies available under this warranty with respect to the Product except as expressly provided herein.

Warranty Exclusions

Under the Hardware warranty, the liability of IntelliFlash hereunder shall be limited to repairing or replacing with new or refurbished Hardware components, or at IntelliFlash's sole option, refunding the purchase price of the affected Hardware, reduced on a straight-line basis over a three (3) year amortization period. Replacement Hardware will continue under warranty for the same term as the original Hardware. With respect to the Software, repair or replacement is limited to providing maintenance releases, bug fixes, or patches of the Software that IntelliFlash generally makes available from time to time.

IntelliFlash will have no obligation under this warranty to the extent that any problem with the Products results from: (a) any abuse or misuse, accident, or neglect; (b) use of the Products other than in a normal and customary manner and in accordance with the Documentation; (c) modifications, alterations, or repairs made to the Products that are either performed by someone other than IntelliFlash (or a designated IntelliFlash partner), or are not authorized by IntelliFlash in writing; or (d) use of the Products in combination with any non-IntelliFlash equipment or products not recommended or otherwise reasonably anticipated under normal use. IntelliFlash will use reasonable efforts to destroy (but have no liability for any loss or inadvertent disclosure of) data stored or remaining on any Products returned under this warranty.

The Software contains some components subject to open source software, freeware, shareware, or similar licensing or distribution models ("Open Source Components"). Without limiting the generality of the foregoing, IntelliFlash's warranty obligations under this Agreement do not apply to Open Source Components.

Limitation of Liability/Exclusion of Certain Damages

OTHER THAN AS EXPRESSLY STATED HEREIN, INTELLIFLASH DOES NOT PROVIDE ANY OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU. INTELLIFLASH IS NOT RESPONSIBLE FOR RETURNING TO YOU PRODUCT WHICH IS NOT COVERED BY THIS LIMITED WARRANTY. INTELLIFLASH AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, AND RESELLERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN BODILY INJURY INCLUDING DEATH AND TANGIBLE PERSONAL PROPERTY; 2) LOSS OF, OR DAMAGE TO,



YOUR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF INFORMED OF THE POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. INTELLIFLASH RESERVES THE RIGHT TO MODIFY THE LIMITED WARRANTY TERMS AT ANY TIME.

Governing Law

This Limited Warranty shall be governed by the laws of the State of California. Any claim or dispute shall be resolved exclusively by the state or federal courts in the County of Santa Clara, California. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

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