



## LIMITED WARRANTIES

1. LIMITED HARDWARE WARRANTY. Tintri by DDN, Inc. (“Tintri”) warrants solely to Customer that the Hardware will be substantially free from material defects in material and workmanship for the one (1) year period from the date of shipment of the Products (the “Hardware Warranty Period”).

(i) Tintri’s entire liability and obligation, and Customer’s sole and exclusive remedy, under the limited warranties described in this Section 1 shall be for Tintri, at Tintri’s option: (1) to use reasonable efforts to repair the defective Hardware within a reasonable period of time; (2) to replace the defective Hardware; or (3) if, after reasonable efforts Tintri is not able to correct the deficiencies, to accept return of the Hardware for a refund of the amount paid for the Hardware and the pre-paid and unused portion of any remaining term of Support Services, if any, for the Hardware. Defective parts must be returned under Tintri’s RMA policy available at <https://tintri.com/company/support/vmstore-support/>, and if the defective part is not returned, Tintri may invoice Customer for the replacement part. All Hardware that is returned or replaced becomes Tintri’s property. Tintri will not be responsible for Customer’s or any third party’s software, firmware, information, or memory data contained in, stored on, or integrated with any Hardware returned to Tintri for repair, whether under warranty or not.

(ii) All replacement parts carry a warranty on the terms and conditions set forth immediately above of the following duration: (1) if the replacement part is installed with more than ninety (90) days remaining on the Hardware Warranty Period, then the warranty on the replacement part shall be until the expiration of the Hardware Warranty Period; (2) if the replacement part is installed during the Hardware Warranty Period but with fewer than ninety (90) days remaining on the Hardware Warranty Period, then the warranty on the replacement part shall be ninety (90) days from the date of installation of the replacement part; and (3) if the replacement part is installed after the expiration of the Hardware Warranty Period under the terms and conditions of Support Services, then the warranty on the replacement part shall be the earlier of ninety (90) days from the date of installation of the replacement part and the last day of Support Services. Replacement parts may be new or refurbished.

2. LIMITED SOFTWARE WARRANTY. Tintri warrants solely to the Customer that Software will substantially conform to the applicable Documentation for such Software and that any physical media provided by Tintri will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. Unless otherwise stated on the Tintri Quote, the warranty period for Software shall (i) be ninety (90) days; and (ii) commence upon Delivery of the media or the date Customer is notified of electronic availability, as applicable. Tintri does not warrant that the operation of Software will be uninterrupted or error free, that all defects can be corrected, or that Software will meet Customer’s requirements. Support Services from Tintri for Software are available for separate purchase. The warranty for Software extends solely to the Customer and is not transferable.

(i) Tintri’s entire liability and obligation, and Customer’s sole and exclusive remedy, under the limited warranties described in this Section 2 shall be for Tintri, at Tintri’s option, to remedy the non-compliance or to replace the affected Software. If Tintri is unable to effect such within a reasonable time, then Tintri shall refund the amount received by Tintri from Customer for Software concerned, plus the pre-paid and unused portion of any remaining term of Support Services for the affected Software. All replaced Software contained on physical media supplied by Tintri shall be returned to and become the property of Tintri. Tintri shall have no liability hereunder after expiration of the applicable warranty period. The foregoing shall not void any supplementary remedies made available to Customer by a Distributor, with respect to which Tintri shall have no liability or obligation.

(ii) Warranty does not cover problems that arise. Tintri has no obligation whatsoever for Software installed or used beyond the licensed use, or whose original identification marks have been altered or removed. Removal or disablement of remote support, reporting or monitoring capabilities during the warranty period requires reasonable notice to Tintri. Such removal or disablement, or improper use or failure to use applicable Support Tools shall be subject to a surcharge in accordance with Tintri’s then current standard rates.



3. SERVICES. Tintri will use reasonable efforts to provide Services in a workmanlike manner. Customer must notify Tintri of any failure to so perform within ten (10) days after the date on which such failure first occurs. Tintri's entire liability and obligation, and Customer's sole and exclusive remedy, under the limited warranties described in this Section 3 will be for Tintri, at Tintri option: (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or (ii) if, after reasonable efforts Tintri is not able to correct the deficiencies, refund the portion of any Services fee that corresponds to the failure to perform.

4. EXCLUSIONS. Tintri will have no obligation under these Limited Warranties to the extent that any problem with a Product results from or is otherwise attributable to: (i) negligence, misuse or abuse of the Product or accident or neglect by Customer or any third party; (ii) installation, operation or use of the Product other than in accordance with Tintri's official specifications and the applicable Documentation; (iii) modifications, alterations or repairs to the Product made by a party other than Tintri or a party expressly authorized by Tintri; (iv) use of a Product in an environment, in conditions, in a manner or for a purpose for which Product was not intended or designed or failure to maintain in accordance with Tintri's instructions, specifications or the applicable Documentation; (v) use of the Product in combination with any non-Tintri apparatus, data or programs outside Tintri's typical, recommended or reasonably anticipated use of the Products within its official Product specifications.; or (vi) causes beyond Tintri's control.

5. WARRANTY DISCLAIMER. EXCEPT FOR THESE TINTRI LIMITED WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TINTRI (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY TINTRI, INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS SPECIFIED IN THESE LIMITED WARRANTIES, ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS". ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY, PERFORMANCE, AND RELIABILITY, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE USE OF ANY PRODUCT OR SERVICES OR THAT THE PRODUCT FUNCTIONALITY OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. NO DISTRIBUTOR OR TINTRI EMPLOYEE, AGENT OR REPRESENTATIVE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THE WARRANTY SET FORTH HEREIN ON TINTRI'S BEHALF. CERTAIN THIRD PARTY HARDWARE OR SOFTWARE MAY BE PROVIDED TO CUSTOMER ALONG WITH THE PRODUCTS AND SERVICES AT THE REQUEST OF CUSTOMER. THIS THIRD PARTY SOFTWARE AND HARDWARE IS PROVIDED "AS IS", IS SUBJECT TO THE TERMS OF THE THIRD PARTY LICENSE, AND MAY ONLY BE USED WITH THE PRODUCTS AND SERVICES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO CUSTOMER. TINTRI DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

6. LIMITATION OF LIABILITY. WHETHER UNDER ANY WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, THE FOLLOWING WILL APPLY TO TINTRI AND ITS AFFILIATES AND ALL PRODUCTS AND SERVICES OF TINTRI IN ALL CIRCUMSTANCES (EXCEPT WITH RESPECT TO BODILY INJURY OR DEATH OF A PERSON): (A) TINTRI WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OR INACCURACY OF DATA, EVEN IF ADVISED FO THE POSSIBILITY THEREOF; AND (B) TINTRI'S CUMULATIVE LIABILITY FOR ANY AND ALL DAMAGES WILL BE LIMITED TO THE AMOUNTS SET FORTH IN THESE LIMITED WARRANTIES AND IN NO EVENT OR CIRCUMSTANCE WILL EXCEED THE AMOUNTS PAID TO TINTRI BY CUSTOMER OR TINTRI'S AUTHORIZED RESELLER FOR THE PARTICULAR PRODUCTS AND/OR SERVICES WITH RESPECT TO WHICH A CLAIM IS MADE. TINTRI HAS AGREED WITH CUSTOMER THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.



7. LIMITATION PERIOD. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, THE LIMITATION PERIOD FOR CLAIMS FOR DAMAGES SHALL BE TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, UNLESS STATUTORY LAW PROVIDES FOR A SHORTER LIMITATION PERIOD, IN WHICH CASE THE LIMITATION PERIOD SHALL BE SUCH SHORTER PERIOD.
8. SUPPLIERS. THE LIMITATIONS HEREIN SHALL ALSO APPLY IN FAVOR OF TINTRI'S SUPPLIERS.
9. HAZARDOUS USE RESTRICTION. THE PRODUCTS ARE NOT DESIGNED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS, OR ANY OTHER SYSTEM WHOSE FAILURE COULD LEAD TO INJURY, DEATH, ENVIRONMENTAL DAMAGE, OR MASS DESTRUCTION.
10. CAPITALIZED TERMS. Capitalized terms not defined herein shall have the meaning set forth in the Purchase Terms and Conditions, the Support Services Terms and Conditions, or the Software License and Maintenance Agreement, in each case to the extent applicable, each of which these Limited Warranties are an integral part and which may be found at <https://tintri.com/company/support/vmstore-support/>.

Last update: April 2020