

Stratus Technologies
ftServer® Products
LIMITED RETURN-TO-FACTORY HARDWARE WARRANTY

This Limited Hardware Warranty (“Warranty”) applies to the Stratus ftServer Products sold with this Warranty Statement only if you are the original purchaser of the Products and purchased them from Stratus or an authorized Stratus distributor or reseller. Stratus warrants that the Hardware Products will be free from defects in material and workmanship and conform to its specifications during the applicable Warranty Period described below.

Hardware Product	Warranty Period (From date of Stratus Shipment)
*ftServer Systems (Hardware Only)	1 Year
Add-on Hardware Components	90 Days
**Pass Through Hardware Products	“AS IS” from Stratus; direct Manufacturer’s warranty if transferable
*processing model and associated components ordered contemporaneously with and factory installed on the processing model	
**third party hardware is provided as a convenience to Customers.	

You must notify Stratus of any claimed defect within the applicable Warranty Period.

You must remove and install parts designated as “Customer Replaceable Units” or “CRUs” under the remote direction of Stratus or its Authorized Service Representative. For a list of CRUs, please refer to the Stratus Website at <http://www.stratus.com/go/support/ftserver/warrantyinfo>.

Removal and installation of parts designated as Field Replaceable Units or “FRUs” by anyone other than Stratus, its authorized service representative, or by you if you have received FRU removal certification from Stratus, will void this Warranty. For a listing of FRUs, please refer to the Stratus Web Site at <http://www.stratus.com/go/services/ipb>. FRU removal and installation services are available from Stratus at its then current rates. FRU removal and installation certification training is available from Stratus in accordance with its then current rates and policies. Stratus will replace defective FRUs on-site, on a schedule basis, during local business hours.

Unless otherwise stated, and to the extent permitted by local law, new Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Hardware Products may be repaired or replaced (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued.

Stratus reserves the right, at its option, to fulfill the Warranty obligations hereunder either directly or through its designee. All parts that are replaced under this Warranty become the property of Stratus, and any replacement part returned to you takes on the Warranty status of the replaced part.

Returned parts and Products may be inspected and tested and, if it is determined that the returned part or Product is not defective, you may be charged a restocking fee and billed for any freight charges.

This Warranty does not apply to any part the serial number of which has been altered or removed or any part that has been damaged or rendered defective as a result of: (1) its use with equipment or software not furnished by Stratus, or (2) the use of parts not manufactured or sold by Stratus or its authorized representatives, or (3) modification or alteration without Stratus’ prior written approval, or (4) accident, neglect, misuse, abuse or other external cause, or (5) exposure to conditions outside the range of environmental, power and operating specifications stated in the user documentation that shipped with the Product.

Warranty Support

You must first contact Stratus, or the party from which you purchased your Stratus Product if other than Stratus, for return instructions prior to returning any defective part. You may also obtain return instructions or other Warranty information by contacting your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/ftserver/warrantyreplace> or your local authorized Stratus service representative. Returned parts may be refused if you do not first obtain return instructions or if you fail to follow the return instructions provided to you. You are responsible for all shipping charges for returned parts. Stratus’ sole obligation and your exclusive remedy under this Warranty will be, at Stratus’ option, to repair or replace any parts

that are defective and returned by you within the applicable Warranty Period to the location designated by Stratus or the authorized Stratus distributor or reseller from which you purchased the Product. Stratus will use commercially reasonable efforts to ship a repaired or replacement part to you as soon as practicable. These are your exclusive remedies for defective Products.

STRATUS IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. STRATUS IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY STRATUS WHEN THE PRODUCT IS MANUFACTURED.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information.

Warranty Disclaimer And Limitation of Liability:

Except as expressly set forth in this Warranty, neither Stratus, its affiliates, subsidiaries nor its or their suppliers make any other warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Stratus, its affiliates, subsidiaries and its and their suppliers expressly disclaim all warranties not stated in this Warranty Statement. Any implied warranties that may be imposed by law are limited to the terms of this Warranty Statement.

Except for damages or losses related to death or bodily injury, in no event will Stratus, its affiliates, subsidiaries or its or their suppliers, be liable for any special, indirect, punitive, incidental or consequential damages or losses (including without limitation loss of use, data, profit, savings or business), whatever the basis of the claim or action (such as breach of warranty, condition, contract, infringement and tort, including strict liability and negligence, or other legal theory) even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by law, the liability of Stratus, its affiliates, subsidiaries and its and their suppliers for damages or losses for any cause whatsoever, and regardless of the basis of the claim or action will be limited to the amount you actually paid for the specific Product that caused the damages or losses.

IMPORTANT NOTICE: Some states/jurisdictions do not allow the exclusion or limitation of implied warranties or the exclusion or limitation of special, indirect, punitive, incidental or consequential damages. Consequently, such exclusions or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state/jurisdiction to state/jurisdiction.

Pass-through Hardware Products:

Pass-through Hardware Products are provided "AS IS" but may be subject to warranties provided directly to you by their respective non-Stratus manufacturers or suppliers. For more information, contact your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/ftserver/warrantyinfo> or your local authorized Stratus service representative.

Import and Export:

You acknowledge that the Products contain components, software and of technology that are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you shall not export, import, directly or indirectly, re-export, divert, or transfer the Product or any materials, items or technology relating to Stratus' or its licensors' business or related technical data or any direct product thereof to any destination, company or person or for any end use that is restricted or prohibited by the Import and Export Controls.

Governing Law:

This Warranty is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, excluding the conflicts of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to this Warranty or the Products.

If you acquired the Products in one of the jurisdictions identified below, then the Supplemental Warranties applicable in the jurisdiction in which you acquired the Products will apply to you and your use of the Products.

SUPPLEMENTAL WARRANTIES

AUSTRALIA

Supplement Warranty, with the following:

Consumer Remedies. The limitations on Stratus' liability under this Agreement are made to the full extent permitted by law. Nothing in this Agreement restricts the effect of any conditions or warranties which may be implied by the Australian Trade Practices Act 1974 ("the Act") or any other law which cannot be excluded, restricted or modified, either at all or except to a limited extent. Subject to those laws and to the extent to which it is lawful to do so, Stratus' liability for a breach of any condition or warranty or similar statutory right implied by the Act or any similar legislation (other than a term, condition or warranty implied by section 69 of the Act) will be limited, at Stratus' option, to any one or more of the following:

- (1) *in the case of goods:*
 - (i) *the replacement of the goods or the supply of equivalent goods;*
 - (ii) *the repair of the goods;*
 - (iii) *the payment of the cost of replacing the goods or acquiring equivalent goods; or*
 - (iv) *the payment of the cost of having the goods repaired; and*

- (2) *in the case of services:*
 - (i) *the supply of the services again; or*
 - (ii) *the payment of the cost of having the services supplied again.*

You acknowledge that neither Stratus nor its Affiliates or their agents or representatives have made any representations to you about any Products on which you have relied in deciding to acquire them or to enter into this contract. You warrant that you have relied on your own skill and judgment or that of your advisers in relation to these matters.

Supplement Section entitled, "Warranty Disclaimer and Limitation of Liability" with the following:

Stratus' liability under this Warranty, whether in contract, tort (including negligence), strict liability in tort or by statute or otherwise, will be reduced by the extent (if any) to which you or your employees, agents or subcontractors, caused or contributed to the loss or damage, or the event giving rise to the loss or damage.

CANADA

Add a New Section entitled “General Terms and Conditions” as follows:

It is the express wish of the Parties that this Warranty and/or any related documents have been drawn up in a language other than French. French translation: Il est de la volonté expresse des parties que le présent contrat et/ou tous les documents qui s’y rattachent soient rédigés dans une langue autre que le français.

ENGLAND

The following Section replaces the second paragraph of the Section entitled “Warranty Disclaimer And Limitation of Liability:”

1. Nothing in this Warranty shall exclude or limit Stratus’ liability for (i) any fraudulent misrepresentation (ii) any death or personal injury caused by its negligence (as such term is defined in the Unfair Contract Terms Act 1977) (iii) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982 or (iv) any liability which cannot be excluded by law.

2. For the avoidance of doubt, the limit on liability set out in Section 1 above shall apply to Stratus’ liability for any misrepresentation as to a fundamental matter, including a matter fundamental to Stratus’ ability to perform its obligations under this Warranty.

3. Subject to Section 1 above, Stratus shall have no liability for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of actual or anticipated profits (including for loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type already expressly specified in this Section 3).

4. Subject to Section 1 above, Stratus’ aggregate liability in connection with this Warranty shall in no circumstances exceed a sum equal to the purchase price paid for the Product(s) to which the applicable claim or action relates (whether or not the purchase price has in fact been paid by you). The limitation of liability under this Section 4 has effect in relation both to any liability expressly provided for under this Warranty and to any liability arising by reason of the invalidity or unenforceability of any term of this Warranty.

Add a New Section entitled “General Terms and Conditions,” as follows:

You acknowledge that neither Stratus nor its Affiliates or their agents or representatives have made any representations to you about any Products on which you have relied in deciding to acquire them. You warrant that you have relied on your own skill and judgment or that of your advisers in relation to these matters. Neither party shall have any remedy in respect of any untrue statement made by the other upon which it relied with respect to this Agreement (unless such representation was made fraudulently or was a representation as to a fundamental matter, including as to a matter fundamental to a party’s ability to perform its obligations under this Warranty) and that party’s only remedy shall be for breach of Warranty as provided herein.

HONG KONG

Add a New Section entitled “General Terms and Conditions,” as follows:

You hereby acknowledge and agree that certain of the provisions of this Warranty are expressed to be for the benefit of Stratus and the Affiliates, and that Stratus, in entering into this Warranty does so not only in its own right, but also as trustee and agent for the Affiliates.

IRELAND

Add a New Section entitled “General Terms and Conditions,” as follows:

You hereby acknowledge and agree that certain of the provisions of this Warranty are expressed to be for the benefit of Stratus and its Affiliates, and that Stratus, in entering into this Warranty does so not only in its own right, but also as trustee and agent for its Affiliates.

SINGAPORE

Add a New Section entitled “General Terms and Conditions,” as follows:

You hereby acknowledge and agree that the provisions of this Warranty are expressed to be for the benefit of Stratus and its Affiliates, and that Stratus, in entering into this Warranty does so not only in its own right, but also as trustee and agent for its Affiliates.

You acknowledge that neither Stratus nor its Affiliates or their agents or representatives have made any warranties or representations to you about any Products on which you have relied on, or been induced by, in deciding to acquire the Products and to enter into this Agreement. You irrevocably represent and warrant that you have relied on your own skill and judgment or that of your advisers in acquiring the Products pursuant to these terms and conditions.

You confirm that the Products provided by Stratus or its Affiliates under or in connection with this Warranty are acquired in the course of your business and that you are not a party that “deals as consumer” (as that term is defined in the Unfair Contract Terms Act (Chapter 396) of Singapore). Subject to this subsection, nothing in this Warranty is otherwise intended to limit the rights of a party that “deals as consumer”, and the terms of this Warranty are to be modified to the extent necessary to give effect to this intention. This Warranty shall survive the termination or expiration of this Agreement.