

# EMC Warranty

The table below sets forth the warranty and installation terms for the following EMC® Equipment and its related Core Software:

**Avamar® Data Store Products**

**Celerra® NS20 Series Products**

**CLARiiON® AX4 Series Products**

**CLARiiON CX300/300i, CX500/500i and CX700 Products**

**CLARiiON CX3 Series Products**

**EMC Smarts® Application Discovery Manager (“ADM”) Products**

Warranty Duration	Warranty Service Features	Initial Product Installation	Replacement Parts and Installation	Removal of Replaced Parts and Return to EMC	Core Software Releases and Installation
CLARiiON Products and Celerra NS20 Products warranted for 3 years  ADM Products warranted for 1 Year  Avamar Data Store Products warranted for 1 Year	Features 1 through 7 below provided by EMC	Performed by Customer unless specifically included by EMC in the particular model number ordered by Customer  Installation by EMC performed only during local business hours on a local business day	Replacement parts, deemed necessary by EMC, provided by EMC with no later than next local business day delivery as described in Feature 2 below  Installation of customer replaceable parts, as described in Feature 7 below, performed by Customer  Installation of all other parts performed by EMC	Removal of customer replaceable parts performed by Customer with Customer to promptly return such replaced parts to EMC or be charged the applicable spare parts price  Removal of all other parts performed by EMC with EMC responsible for the return of such replaced parts	Performed by Customer, unless otherwise deemed necessary by EMC

Features:

- Telephone Technical Support** – Customer contacts the EMC Call Center by telephone on a 7x24 basis, reports the issue, and provides input for initial assessment of severity level. EMC provides (i) a response by remote means on a within four (4) hours after receipt of such contact basis, and
- Onsite Response and Service** – Onsite service is performed only during local business hours on a local business day when deemed necessary by EMC. Arrival of repair personnel onsite is dependent upon onsite arrival of any necessary replacement parts. Onsite service and replacement parts delivery is normally no later than the next local business day after determination by EMC that an onsite response or part is necessary, but local country shipment cut-off times may impact the no later than next local business day delivery of replacement parts and related onsite repair personnel response.
- Online Self-Help** – If properly registered, Customer accesses online self-help on a 7x24 basis via EMC’s designated website (currently “PowerLink”).
- Case Logging** – Customer contacts the EMC Call Center by telephone, website or e-mail to log a case on a 7x24 basis. EMC provides a response in the same manner as stated above for Telephone Technical Support.
- Warranty Upgrade** – Upgraded Service Level options are available for the period of the Warranty Duration. See Maintenance page for details. Warranty upgrade not available for Avamar Data Store Products.
- Core Software Warranty for EMC Smarts ADM Products and Avamar Data Store Products only** – This warranty (i) applies only to the integrated operating system included with the EMC Smarts ADM Products and Avamar Data Store Products and only to issues that preclude such operating system from enabling the Equipment to power-up and/or identify defects in the Equipment, and (ii) does not apply to any issues in the EMC Smarts Application Discovery Manager Software or Avamar Data Store Software that preclude the Equipment from performing its basic functions. Such issues are covered by separately purchased Product Maintenance for EMC Smarts Application Discovery Manager Software and Avamar Data Store Software.
- Customer Replaceable Parts** – For the CLARiiON CX3 Series Products and Celerra NS20 Series Products, the customer replaceable parts are drives, fans, power supplies and small form-factor pluggable (“SFP”) transceiver modules. For the CLARiiON CX300/300i, CX500/500i and CX 700, the customer replaceable parts are drives. For Avamar Data Store Products, the customer replaceable parts are drives and power supplies. For the CLARiiON AX4 products, the customer replaceable parts are drives, Storage Processor Module, Link Control Card module, Memory Module, small form-factor pluggable (“SFP”), power supply, stand-by power supply, and Fibre Channel or iSCSI personality modules.

The warranty periods and service levels (“EMC Warranty Information”) on this website apply (i) only between EMC and those organizations that procure the applicable products under a contract directly with EMC (the “EMC Customer”); and (ii) only to those products ordered by the EMC Customer at the time that the EMC Warranty Information is current. EMC may change the EMC Warranty Information at any time. The EMC Customer will be notified of any change in the EMC Warranty Information in the manner stated in the then current product ordering agreement between EMC and the EMC Customer, but any such change shall not apply to products ordered by the EMC Customer prior to the date of such change.

NOTE: Certain products contain remote support capabilities that allow (i) direct contact with the EMC support center if the programming detects a performance anomaly, and (ii) EMC to obtain more information, conduct remote repairs and expedite problem resolution (collectively the “Call-Home

Feature”). If, during the applicable warranty period, all or any portion of the “Call-Home Feature” is disabled by or on behalf of the EMC Customer, then EMC shall invoice, and the EMC Customer shall pay, the amount of EMC’s then current, standard surcharge for such disablement for all impacted products during the affected portion of such warranty period.

Products obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Warranty Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC’s performance of warranty and maintenance services on Products obtained from a reseller.

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