

IBM ScaleXpander Option Kit



Installation Instructions

IBM ScaleXpander Option Kit



Installation Instructions

Note: Before using this information and the product it supports, read the general information in Appendix B, "IBM Statement of Limited Warranty Z125-4753-09 08/2006," on page 17, and Appendix C, "Notices," on page 33.

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Safety

Before installing this product, read the Safety Information.

قبل تركيب هذا المنتج، يجب قراءة الملاحظات الأمنية

Antes de instalar este produto, leia as Informações de Segurança.

在安装本产品之前，请仔细阅读 **Safety Information** (安全信息)。

安裝本產品之前，請先閱讀「安全資訊」。

Prije instalacije ovog produkta obavezno pročitajte Sigurnosne Upute.

Před instalací tohoto produktu si přečtěte příručku bezpečnostních instrukcí.

Læs sikkerhedsforskrifterne, før du installerer dette produkt.

Lees voordat u dit product installeert eerst de veiligheidsvoorschriften.

Ennen kuin asennat tämän tuotteen, lue turvaohjeet kohdasta Safety Information.

Avant d'installer ce produit, lisez les consignes de sécurité.

Vor der Installation dieses Produkts die Sicherheitshinweise lesen.

Πριν εγκαταστήσετε το προϊόν αυτό, διαβάστε τις πληροφορίες ασφαλείας (safety information).

לפני שתתקינו מוצר זה, קראו את הוראות הבטיחות.

A termék telepítése előtt olvassa el a Biztonsági előírásokat!

Prima di installare questo prodotto, leggere le Informazioni sulla Sicurezza.

製品の設置の前に、安全情報をお読みください。

본 제품을 설치하기 전에 안전 정보를 읽으십시오.

Пред да се инсталира овој продукт, прочитајте информацијата за безбедност.

Les sikkerhetsinformasjonen (Safety Information) før du installerer dette produktet.

Przed zainstalowaniem tego produktu, należy zapoznać się z książką "Informacje dotyczące bezpieczeństwa" (Safety Information).

Antes de instalar este produto, leia as Informações sobre Segurança.

Перед установкой продукта прочтите инструкции по технике безопасности.

Pred inštaláciou tohto zariadenia si pečítajte Bezpečnostné predpisy.

Pred namestitvijo tega proizvoda preberite Varnostne informacije.

Antes de instalar este producto, lea la información de seguridad.

Läs säkerhetsinformationen innan du installerar den här produkten.

Important:

Each caution and danger statement in this document is labeled with a number. This number is used to cross reference an English-language caution or danger statement with translated versions of the caution or danger statement in the *Safety Information* document.

For example, if a caution statement is labeled “Statement 1,” translations for that caution statement are in the *Safety Information* document under “Statement 1.”

Be sure to read all caution and danger statements in this document before you perform the procedures. Read any additional safety information that comes with the server or optional device before you install the device.

Statement 1:



DANGER

Electrical current from power, telephone, and communication cables is hazardous.

To avoid a shock hazard:

- **Do not connect or disconnect any cables or perform installation, maintenance, or reconfiguration of this product during an electrical storm.**
- **Connect all power cords to a properly wired and grounded electrical outlet.**
- **Connect to properly wired outlets any equipment that will be attached to this product.**
- **When possible, use one hand only to connect or disconnect signal cables.**
- **Never turn on any equipment when there is evidence of fire, water, or structural damage.**
- **Disconnect the attached power cords, telecommunications systems, networks, and modems before you open the device covers, unless instructed otherwise in the installation and configuration procedures.**
- **Connect and disconnect cables as described in the following table when installing, moving, or opening covers on this product or attached devices.**

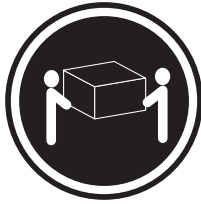
To Connect:

1. Turn everything OFF.
2. First, attach all cables to devices.
3. Attach signal cables to connectors.
4. Attach power cords to outlet.
5. Turn device ON.

To Disconnect:

1. Turn everything OFF.
2. First, remove power cords from outlet.
3. Remove signal cables from connectors.
4. Remove all cables from devices.

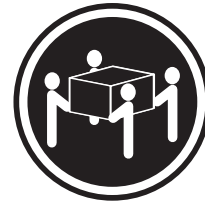
Statement 4:



≥ 18 kg (39.7 lb)



≥ 32 kg (70.5 lb)



≥ 55 kg (121.2 lb)

CAUTION:

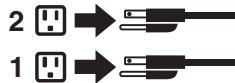
Use safe practices when lifting.

Statement 5:



CAUTION:

The power control button on the device and the power switch on the power supply do not turn off the electrical current supplied to the device. The device also might have more than one power cord. To remove all electrical current from the device, ensure that all power cords are disconnected from the power source.



Statement 8:



CAUTION:

Never remove the cover on a power supply or any part that has the following label attached.



Hazardous voltage, current, and energy levels are present inside any component that has this label attached. There are no serviceable parts inside these components. If you suspect a problem with one of these parts, contact a service technician.

Statement 26:



CAUTION:

Do not place any object on top of rack-mounted devices.



Statement 27:



CAUTION:

Hazardous moving parts are nearby.

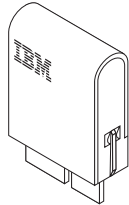


Chapter 1. Installing the ScaleXpander Option Kit

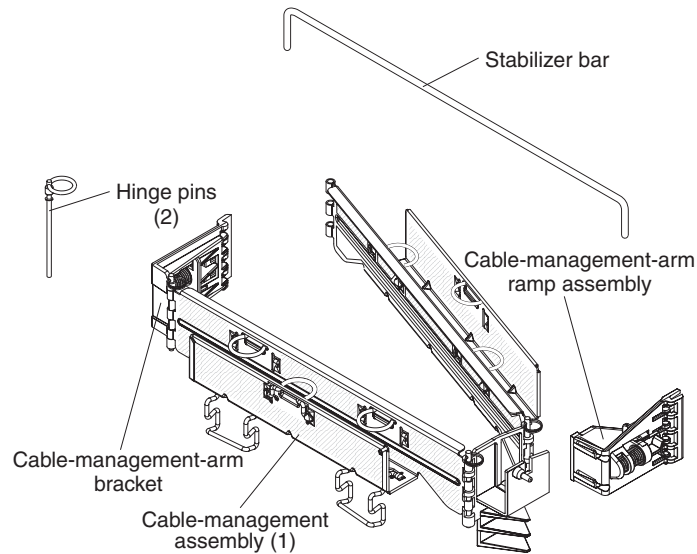
Use the IBM® ScaleXpander Option Kit to enable scalability and to interconnect the SMP Expansion Ports of two or more servers to form multi-node configurations.

The following parts come with the ScaleXpander Option Kit:

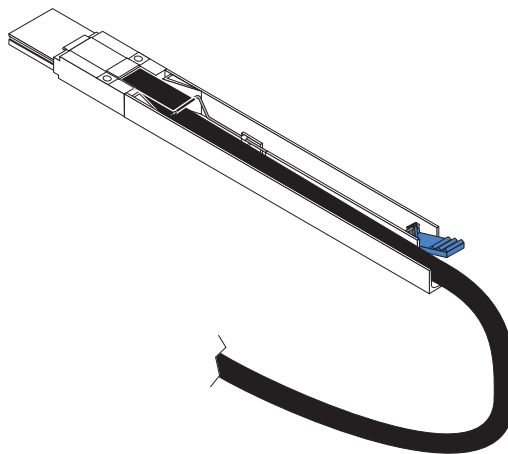
- ScaleXpander key



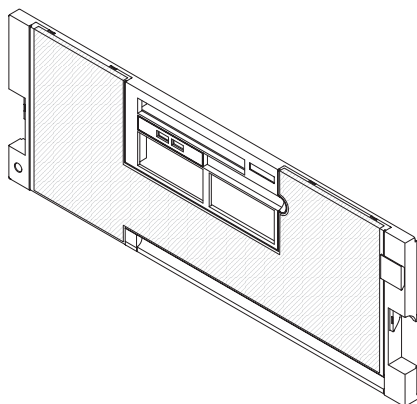
- Cable-management-arm assembly



- 3.0 m (9.8-foot) ScaleXpander cable



- x3950 M2 bezel



Installation guidelines

Before you install the ScaleXpander Option Kit, complete the following steps:

1. Read the safety information that comes with the server.
2. Read these instructions to familiarize yourself with the installation procedures.
3. Inventory the kit items as listed in the parts list that begins on page 1.

Handling static-sensitive devices

Attention: Static electricity can damage the server and other electronic devices. To avoid damage, keep static-sensitive devices in their static-protective packages until you are ready to install them.

To reduce the possibility of damage from electrostatic discharge, observe the following precautions:

- Limit your movement. Movement can cause static electricity to build up around you.
- The use of a grounding system is recommended. For example, wear an electrostatic-discharge wrist strap, if one is available. Always use an electrostatic-discharge wrist strap or other grounding system when you work inside the server with the power on.
- Handle the device carefully, holding it by its edges or its frame.
- Do not touch solder joints, pins, or exposed circuitry.
- Do not leave the device where others can handle and damage it.
- While the device is still in its static-protective package, touch it to an unpainted metal part on the outside of the server for at least 2 seconds. This drains static electricity from the package and from your body.
- Remove the device from its package and install it directly into the server without setting down the device. If it is necessary to set down the device, put it back into its static-protective package. Do not place the device on the server cover or on a metal surface.
- Take additional care when you handle devices during cold weather. Heating reduces indoor humidity and increases static electricity.

Preparing the server

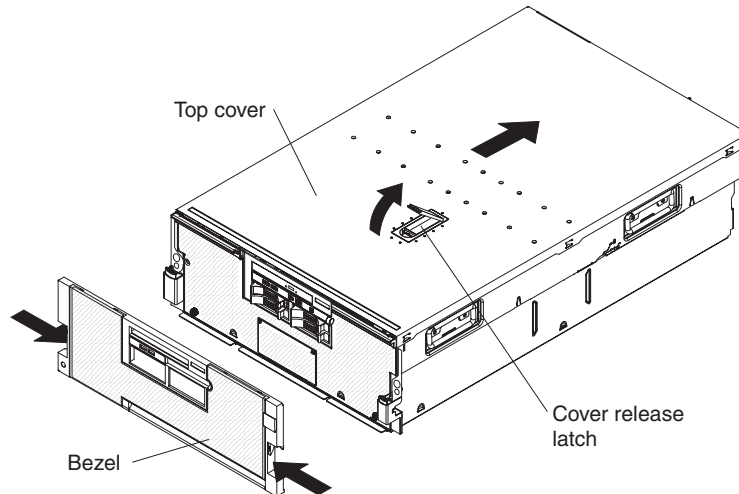
To prepare the server, complete the following steps:

1. Read the safety information that begins on page v, “Installation guidelines” on page 2, and “Handling static-sensitive devices” on page 2.
2. Shut down the server operating system.
3. Turn off the server and all attached peripheral devices. Disconnect all power cords; then, disconnect all external signal cables from the server.

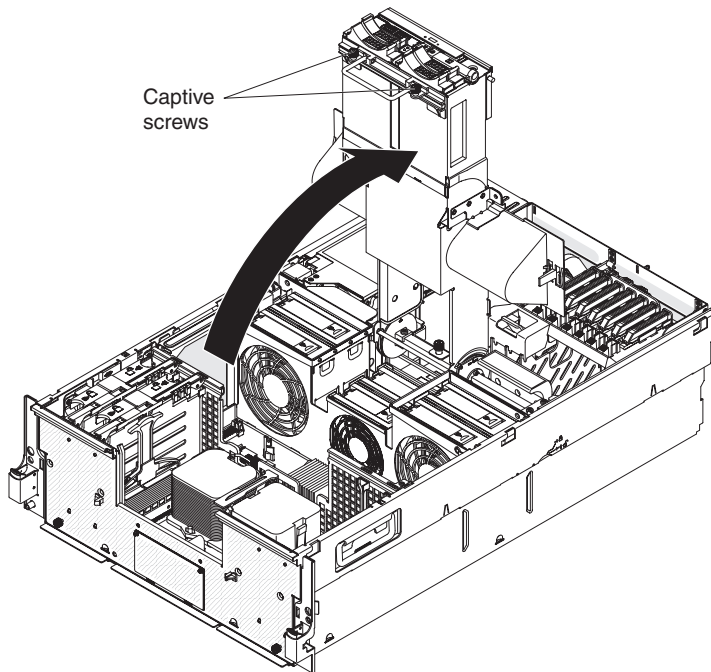
Installing the ScaleXpander key

To install the ScaleXpander key, complete the following steps:

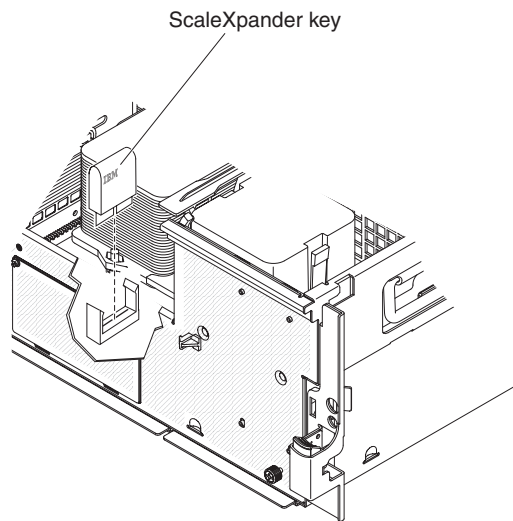
1. Remove the server cover and bezel.



2. Loosen the captive screws and rotate the media hood to the fully open position.



3. Touch the static-protective package that contains the ScaleXpander key to any unpainted surface on the outside of the server; then, remove the cover from the ScaleXpander key and insert the key into the connector on the microprocessor board. Make sure that the ScaleXpander key is firmly seated in the connector.

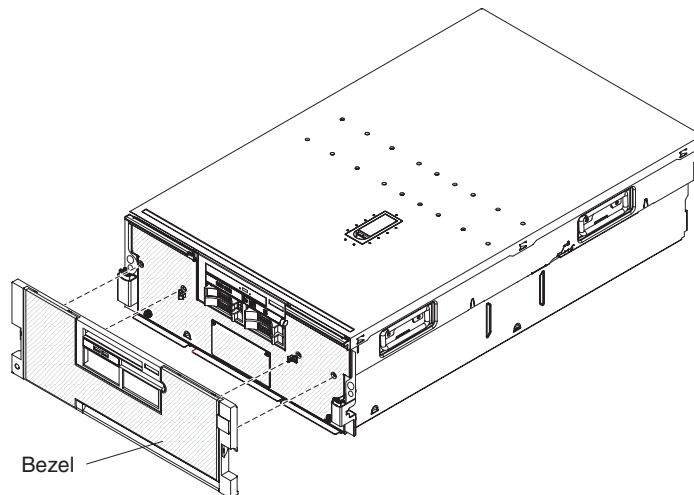


4. Rotate the media hood to the closed position and tighten the captive screws.
5. Replace the server cover.

Installing the bezel

To install the x3950 M2 bezel that comes with the option kit, align the studs with the matching holes; then, snap the x3950 M2 bezel into place.

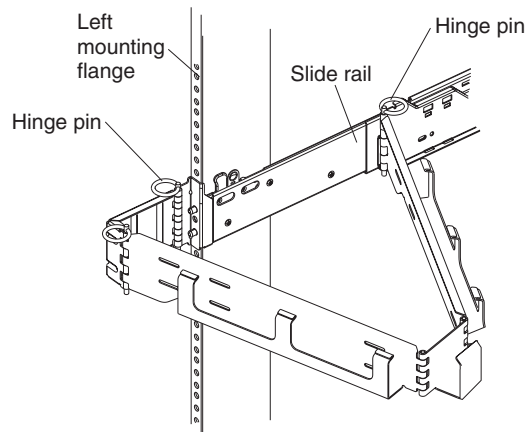
Note: The serial number of the server remains the same, if you install the option. The x3950 M2 bezel that comes with the option does not contain a new serial number.



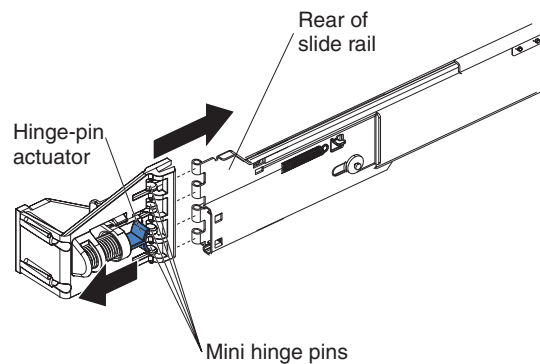
Removing and replacing the cable-management arm

To replace the cable-management arm that comes with the server with the cable-management arm that comes with the option, complete the following steps:

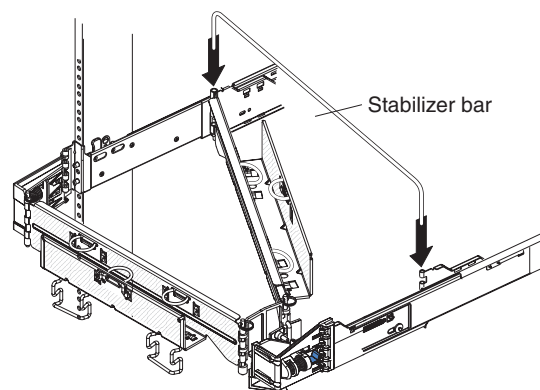
1. Extend the server out of the rack until the slide rails lock. Remove the hinge pins to remove the cable-management arm from the rack.



2. Pull back on the blue hinge-pin actuator on the ramp assembly and place the hinge pins of the ramp assembly into the matching hinges of the right-slide rail. Push the hinge-pin actuator forward to securely engage the hinge pins.



3. Repeat step 2 to attach the cable-management assembly to the left-slide rail.
4. Attach the free end of the cable-management assembly to the slide rail with one end of the stabilizing bar. Attach the other side of the stabilizing bar to the right-slide rail.



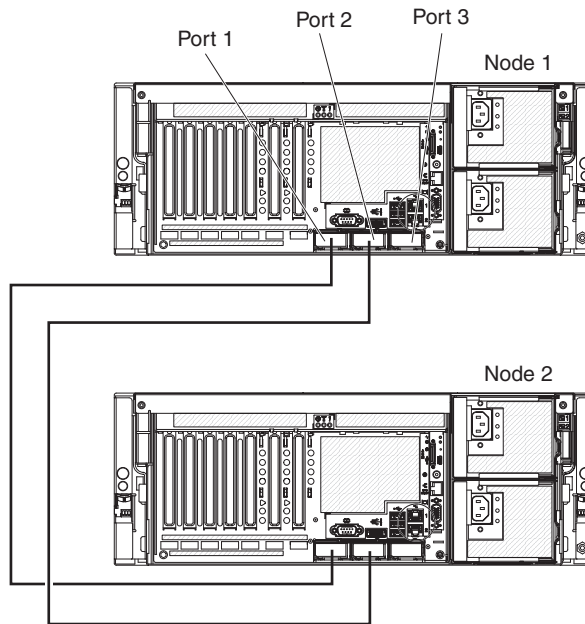
Cabling the servers

The cabling information in this section is for multi-node configurations that consist of two or (when supported) three servers, for up to 12-socket operation. A node is a server that is interconnected with other servers or nodes through the SMP Expansion Ports to share system resources.

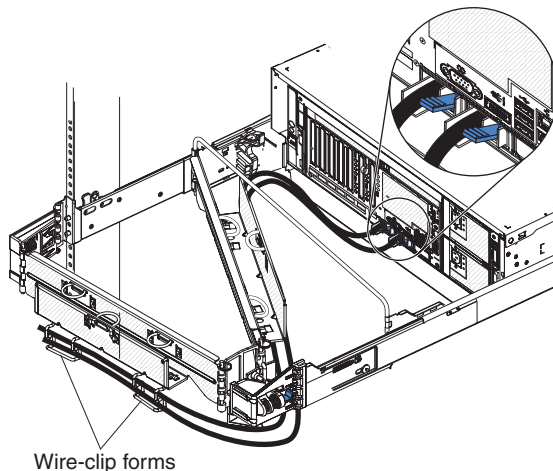
Two-node configuration

A two-node configuration requires two 3.0 m (9.8-foot) ScaleXpander cables. To cable a two-node configuration for up to eight-socket operation, complete the following steps:

1. Label each end of each ScaleXpander cable according to where it will be connected to each server.



2. Connect the ScaleXpander cables to node 1:
 - a. Connect one end of a ScaleXpander cable to port 1 on node 1; then, route the cable through the node 1 wire-form clips on the cable-management arm.
 - b. Connect one end of a ScaleXpander cable to port 2 on node 1; then, route the cable through the node 1 wire-form clips on the cable-management arm.



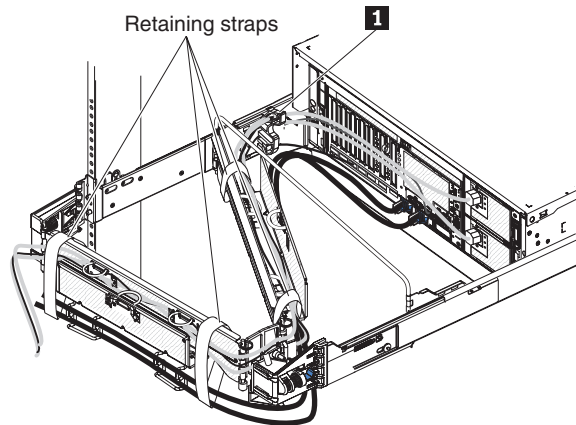
3. Connect the ScaleXpander cables to node 2:
 - a. Locate the ScaleXpander cable that is connected to port 1 on node 1; then, connect the opposite end of the cable to port 1 of node 2. Next, route the cable through the node 2 wire-form clips on the cable-management arm.

- b. Locate the ScaleXpander cable that is connected to port 2 on node 1; then, connect the opposite end of the cable to port 2 of node 2. Next, route the cable through the node 2 wire-form clip on the cable-management arm.
4. Attach the power cords and other cables to the rear of the server. First, route the power cords in the trough of the cable-management arm; then, route the remaining cables.

Secure all cables with retaining straps.

Note: Do not use retaining straps to secure the ScaleXpander cables on the left-slide rail **1**. This is to allow the ScaleXpander cables to move freely and limit excessive bending.

Slide the server in and out of the rack to make sure that the ScaleXpander cables remain in the wire-form clips.

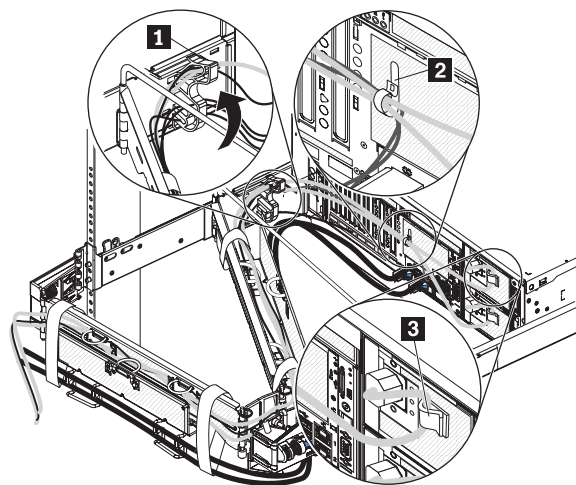


5. Secure the cable-restraint bracket **1** to the slide rail.

Note: Allow slack in all cables to avoid tension in the cables.

Use cable clamps **2** to secure the cables across the rear of the server. Attach the thinner cables to the cable-restraint bracket **1** on the slide rail. Use the power supply clamps **3** to secure the power cords.

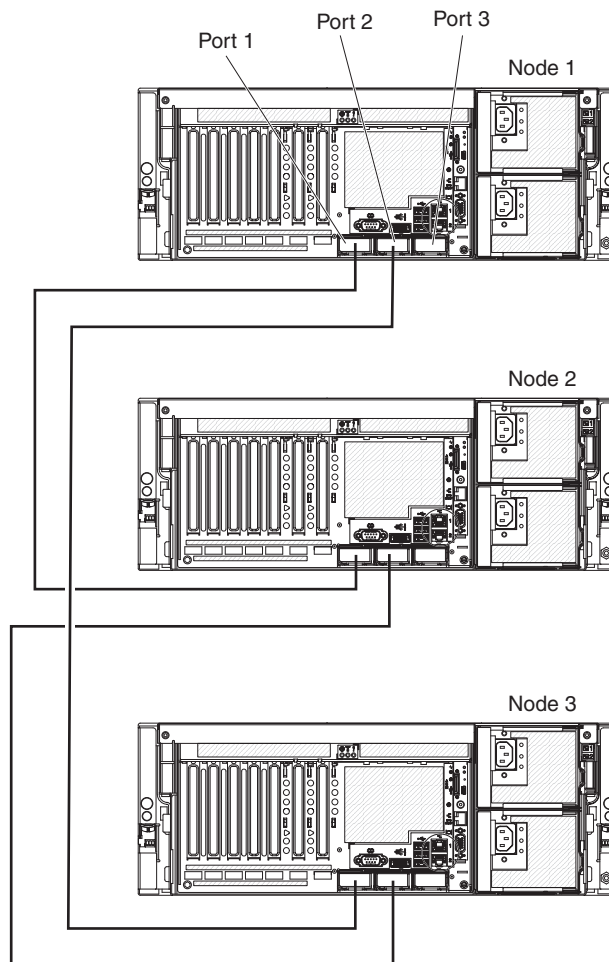
Pull the server out of the rack; then, pull the ScaleXpander cables taut from the rear of the server and tighten the retaining straps.



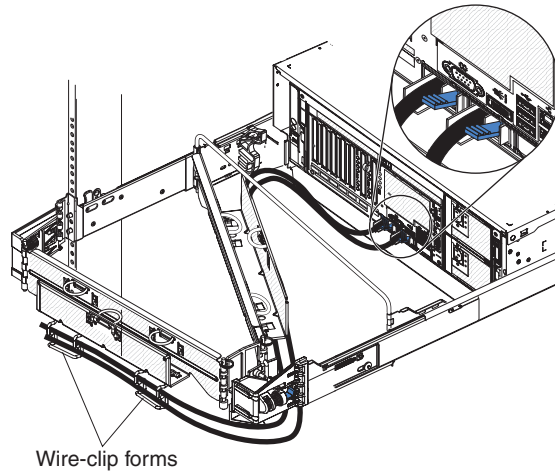
Three-node configuration

(When supported) A three-node configuration requires three 3.0 m (9.8-foot) ScaleXpander cables. To cable a three-node configuration for up to 12-socket operation, complete the following steps:

1. Label each end of each ScaleXpander cable according to where it will be connected to each server.



2. Connect the ScaleXpander cables to node 1:
 - a. Connect one end of a ScaleXpander cable to port 1 on node 1; then, route the cable through the node 1 wire-form clips on the cable-management arm.
 - b. Connect one end of a ScaleXpander cable to port 2 on node 1; then, route the cable through the node 1 wire-form clips on the cable-management arm.

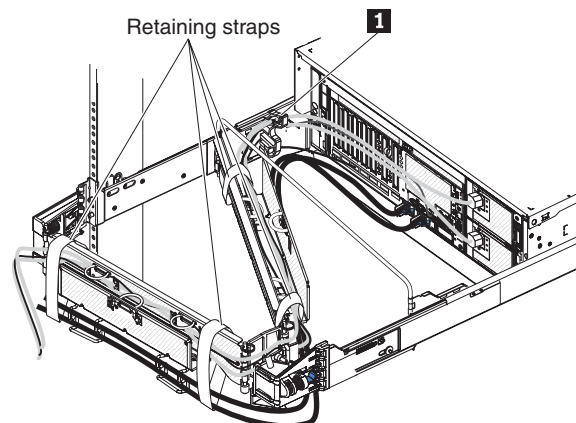


3. Connect the ScaleXpander cables to node 2:
 - a. Locate the ScaleXpander cable that is connected to port 1 on node 1; then, connect the opposite end of the cable to port 1 of node 2. Next, route the cable through the node 2 wire-form clips on the cable-management arm.
 - b. Connect one end of a ScaleXpander cable to port 2 on node 2; then, route the cable through the node 2 wire-form clips on the cable-management arm.
4. Connect the ScaleXpander cables to node 3:
 - a. Locate the ScaleXpander cable that is connected to port 2 on node 1; then, connect the opposite end of the cable to port 1 of node 3. Next, route the cable through the node 3 wire-form clips on the cable-management arm.
 - b. Locate the ScaleXpander cable that is connected to port 2 on node 2; then, connect the opposite end of the cable to port 2 of node 3. Next, route the cable through the node 3 wire-form clip on the cable-management arm.
5. Attach the power cords and other cables to the rear of the server. First, route the power cords in the trough of the cable-management arm; then, route the remaining cables.

Secure all cables with retaining straps.

Note: Do not use retaining straps to secure the ScaleXpander cables on the left-slide rail **1**. This is to allow the ScaleXpander cables to move freely and limit excessive bending.

Slide the server in and out of the rack to make sure that the ScaleXpander cables remain in the wire-form clips.

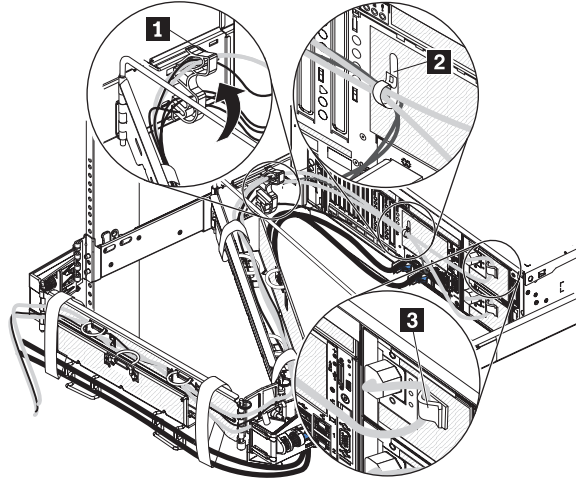


6. Secure the cable-restraint bracket **1** to the slide rail.

Note: Allow slack in all cables to avoid tension in the cables.

Use cable clamps **2** to secure the cables across the rear of the server. Attach the thinner cables to the cable-restraint bracket **1** on the slide rail. Use the power supply clamps **3** to secure the power cords.

Pull the server out of the rack; then, pull the ScaleXpander cables taut from the rear of the server and tighten the retaining straps.



Chapter 2. Using the Scalable Partition Web interface

The Scalable Partition Web interface is an extension of the Remote Supervisor Adapter II Web interface and is used to create, delete, control, and view scalable partitions. The Scalable Partition Web interface firmware is in the Remote Supervisor Adapter II service processor.

A multi-node configuration interconnects multiple servers. Each multi-node configuration can have one or more scalable partitions. Each scalable partition supports an independent operating system installation.

The scalable partition uses a single, contiguous memory space and provides access to all associated adapters and hard disk drives. PCI slot numbering starts with the primary node and continues with the secondary nodes, in numeric order of the logical node IDs.

Before you create scalable partitions, read the following information:

- Make sure that all nodes in the multi-node configuration contain the following software and hardware:
 - The current level of BIOS code, SAS BIOS code, service processor firmware, BMC firmware, and FPGA firmware.

Note: To check for the latest firmware levels and to download firmware updates, go to <http://www.ibm.com/systems/support/>.

- Microprocessors that are the same cache size and type, and the same clock speed.
 - Make sure that each node contains the following hardware:
 - A minimum of one microprocessor and one memory card with one pair of DIMMs.
- Note:** The nodes can vary in the number of microprocessors and the amount of memory each contains, above the minimum.
- A ScaleXpander key on the microprocessor board to enable multi-node operation
 - Make sure that the primary node contains a minimum of 4 GB of memory.

To create a scalable partition, complete the following steps:

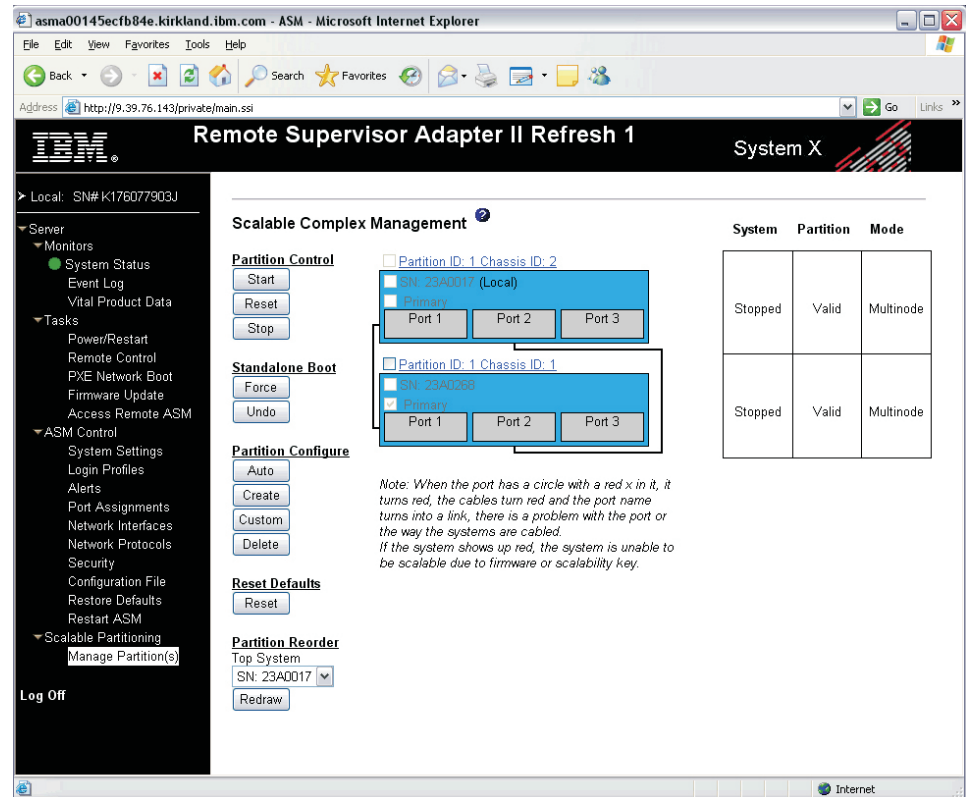
1. Connect the ScaleXpander cables. See “Cabling the servers” on page 5 for instructions.
2. Connect all nodes to an ac power source and make sure that they are not running an operating system.

Note: If the nodes are part of an existing partition, all nodes must be in Standby mode, which means that the nodes are part of the partition but operate independently. Click **Force** under **Standalone Boot** on the Scalable Complex Management page to enable the Standby mode.

3. Connect and log in to the Remote Supervisor Adapter II Web interface. See the *Remote Supervisor Adapter II SlimLine and Remote Supervisor Adapter II User's Guide* for more information; then, continue with the procedure to create a scalable partition.

- In the navigation pane, click **Manage Partition(s)** under **Scalable Partitioning**. Use the Scalable Complex Management page to create, delete, control, and view scalable partitions. A page similar to the one in the following illustration is displayed.

Note: The illustration shows a Scalable Complex Management page with a partition.



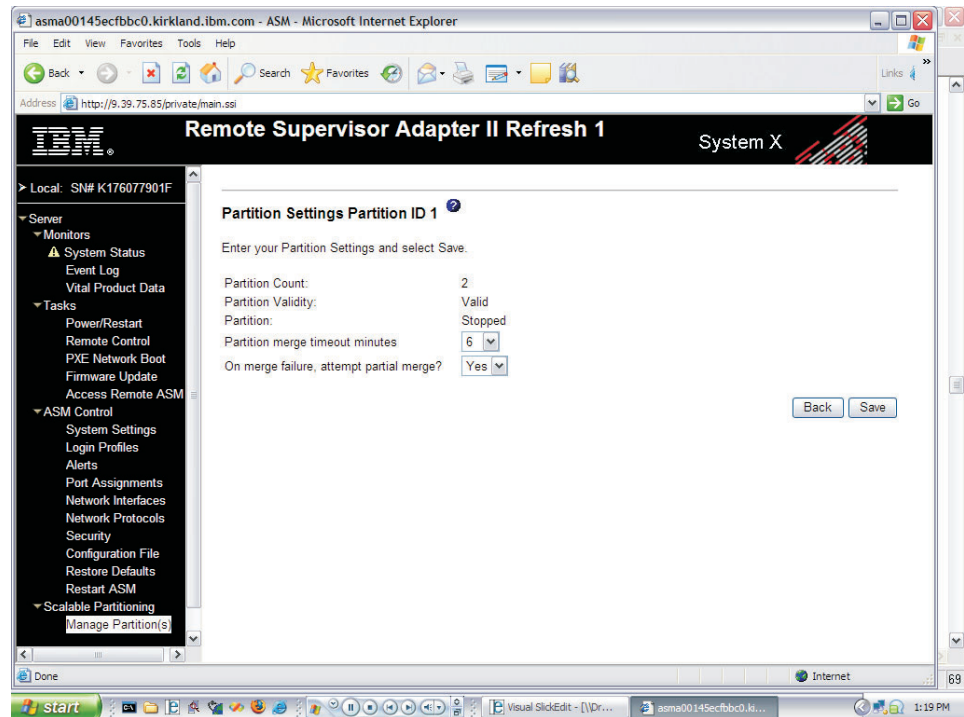
Select the primary node; then, **Auto**, **Create** or **Custom** to create a scalable partition:

- Click **Auto** under **Partition Configure** to automatically create a single partition that uses all nodes in the multi-node configuration.
- Click **Create** under **Partition Configure** to manually assign nodes to the partition.
- Click **Custom** under **Partition Configure** to manually assign nodes to the partition and assign chassis IDs.

Notes:

- If you click **Auto**, **Create** or **Redraw** the chassis IDs might not be displayed in numeric order.
 - To put the chassis IDs in numeric order, delete the partition, and then click **Custom** to create a scalable partition and assign the chassis IDs in order.
- (Optional) Click **Redraw** to reorder the sequence in which the nodes appear in the diagram on the page. You can, for example, reorder the diagram to reflect the order in which the nodes are installed in a rack. The nodes are reordered according to the ScaleXpander cabling, with the node that you select in the top position.
 - (Optional) Click **Partition ID** to define operation of the partition and view information about the partition. A page similar to the one in the following

illustration is displayed.



The following nonselectable fields display information about the partition:

- The **Partition Count** field displays the number of nodes in the partition.
- The **Partition Validity** field displays the following status: **Valid** (which indicates the configuration is correct).
- The **Partition** field displays one of the following statuses:
 - **Stopped**: The partition is inactive, and the nodes can be reassigned to a partition.
 - **Started**: The partition is active.
 - **Resetting**: The configuration is resetting.
 - **Unknown**: The partition contains unidentified port or chassis IDs.
- a. In the **Partition merge timeout minutes** field, select the number of minutes POST waits for the scalable nodes to merge resources. The default value is **6 minutes**. Allow at least 8 seconds for each GB of memory in the scalable partition.
- b. In the **On merge failure, attempt partial merge?** field, select whether POST should attempt a partial merge if one error is detected during full merge. **Yes** is the default value.
- c. In the **Memory Mirroring?** field, select whether memory mirroring is enabled in all nodes in the partition. **Yes** is the default value.
- d. Click **Save**.

Appendix A. Getting help and technical assistance

If you need help, service, or technical assistance or just want more information about IBM products, you will find a wide variety of sources available from IBM to assist you. This section contains information about where to go for additional information about IBM and IBM products, what to do if you experience a problem with your system, and whom to call for service, if it is necessary.

Before you call

Before you call, make sure that you have taken these steps to try to solve the problem yourself:

- Check all cables to make sure that they are connected.
- Check the power switches to make sure that the system and any optional devices are turned on.
- Use the troubleshooting information in your system documentation, and use the diagnostic tools that come with your system. Information about diagnostic tools is in the *Problem Determination and Service Guide* on the IBM Documentation CD that comes with your system.
- Go to the IBM support Web site at <http://www.ibm.com/systems/support/> to check for technical information, hints, tips, and new device drivers or to submit a request for information.

You can solve many problems without outside assistance by following the troubleshooting procedures that IBM provides in the online help or in the documentation that is provided with your IBM product. The documentation that comes with IBM systems also describes the diagnostic tests that you can perform. Most systems, operating systems, and programs come with documentation that contains troubleshooting procedures and explanations of error messages and error codes. If you suspect a software problem, see the documentation for the operating system or program.

Using the documentation

Information about your IBM system and preinstalled software, if any, or optional device is available in the documentation that comes with the product. That documentation can include printed documents, online documents, readme files, and help files. See the troubleshooting information in your system documentation for instructions for using the diagnostic programs. The troubleshooting information or the diagnostic programs might tell you that you need additional or updated device drivers or other software. IBM maintains pages on the World Wide Web where you can get the latest technical information and download device drivers and updates. To access these pages, go to <http://www.ibm.com/systems/support/> and follow the instructions. Also, some documents are available through the IBM Publications Center at <http://www.ibm.com/shop/publications/order/>.

Getting help and information from the World Wide Web

On the World Wide Web, the IBM Web site has up-to-date information about IBM systems, optional devices, services, and support. The address for IBM System x™ and xSeries® information is <http://www.ibm.com/systems/x/>. The address for IBM BladeCenter® information is <http://www.ibm.com/systems/bladecenter/>. The address for IBM IntelliStation® information is <http://www.ibm.com/intellistation/>.

You can find service information for IBM systems and optional devices at <http://www.ibm.com/systems/support/>.

Software service and support

Through IBM Support Line, you can get telephone assistance, for a fee, with usage, configuration, and software problems with System x and xSeries servers, BladeCenter products, IntelliStation workstations, and appliances. For information about which products are supported by Support Line in your country or region, see <http://www.ibm.com/services/sl/products/>.

For more information about Support Line and other IBM services, see <http://www.ibm.com/services/>, or see <http://www.ibm.com/planetwide/> for support telephone numbers. In the U.S. and Canada, call 1-800-IBM-SERV (1-800-426-7378).

Hardware service and support

You can receive hardware service through your IBM reseller or IBM Services. To locate a reseller authorized by IBM to provide warranty service, go to <http://www.ibm.com/partnerworld/> and click **Find a Business Partner** on the right side of the page. For IBM support telephone numbers, see <http://www.ibm.com/planetwide/>. In the U.S. and Canada, call 1-800-IBM-SERV (1-800-426-7378).

In the U.S. and Canada, hardware service and support is available 24 hours a day, 7 days a week. In the U.K., these services are available Monday through Friday, from 9 a.m. to 6 p.m.

IBM Taiwan product service

台灣 IBM 產品服務聯絡方式：
台灣國際商業機器股份有限公司
台北市松仁路 7 號 3 樓
電話：0800-016-888

IBM Taiwan product service contact information:

IBM Taiwan Corporation
3F, No 7, Song Ren Rd.
Taipei, Taiwan
Telephone: 0800-016-888

Appendix B. IBM Statement of Limited Warranty Z125-4753-09 08/2006

Part 1 - General Terms

This Statement of Limited Warranty includes Part 1 - General Terms, Part 2 - Country-unique Terms, and Part 3 - Warranty Information. The terms of Part 2 replace or modify those of Part 1.

The warranties provided by IBM in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term "Machine" means an IBM machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" does not include any software programs, whether pre-loaded with the Machine, installed subsequently or otherwise. **NOTHING IN THIS STATEMENT OF LIMITED WARRANTY AFFECTS ANY STATUTORY RIGHTS OF CONSUMERS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.**

This Statement of Limited Warranty is available, in multiple languages, at the following IBM Internet website: http://www.ibm.com/servers/support/machine_warranties/.

What this Warranty Covers

IBM warrants that each Machine is free from defects in materials and workmanship and conforms to its Specifications. "Specifications" is information specific to a Machine in a document entitled "Official Published Specifications" which is available upon request.

During the warranty period, IBM provides repair and exchange service for the Machine under the type of warranty service IBM designates for the Machine. The warranty period for the Machine is a fixed period starting on its original Date of Installation. The date on your purchase invoice or sales receipt is the Date of Installation unless IBM or your reseller informs you otherwise. The warranty period, type of warranty, and service level that apply to your Machine are designated in Part 3.

Many features, conversions, or upgrades involve the removal of parts and their return to IBM. An IBM part that replaces a removed part will assume the warranty service status of the removed part. An IBM part that is added to a Machine without replacing a previously-installed part is subject to warranty effective on its Date of Installation. Unless IBM specifies otherwise, the warranty period, type of warranty, and service level of such part is the same as the Machine on which it is installed.

Unless IBM specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES

APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What this Warranty Does not Cover

This warranty does not cover the following:

1. failure or damage resulting from misuse (including but not limited to use of any Machine capacity or capability, other than that authorized by IBM in writing), accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
2. failure caused by a product for which IBM is not responsible;
3. any non-IBM Products, including those provided with, or installed on, an IBM Machine at your request;
4. accessories, supply items and consumables (e.g. batteries and printer cartridges), and structural parts (e.g. frames and covers);
5. service of Machine alterations; and
6. service of a Machine on which you are using capacity or capability, other than that authorized by IBM in writing.

The warranty is voided by removal or alteration of identification labels on the Machine or its parts.

IBM does not warrant uninterrupted or error-free operation of a Machine.

Any technical or other support provided for a Machine under warranty, such as assistance with “how-to” questions and those regarding Machine set-up and installation, is provided **WITHOUT WARRANTIES OF ANY KIND**.

How to Obtain Warranty Service

If the Machine does not function as warranted during the warranty period, contact IBM or your reseller to obtain warranty service. Contact information for IBM is provided in Part 3. If you do not register the Machine with IBM, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

What IBM Will Do to Correct Problems

IBM will attempt to diagnose and resolve your problem over the telephone or electronically by access to an IBM Internet website. Certain Machines contain remote support capabilities for direct problem reporting, remote problem determination and resolution with IBM. When you contact IBM for service, you must follow the problem determination and resolution procedures that IBM specifies. Following problem determination, if IBM determines on-site service is required, a service technician will be scheduled for service at your location.

You are responsible for downloading or obtaining from IBM, and installing designated Machine Code (microcode, basic input/output system code (called “BIOS”), utility programs, device drivers, and diagnostics delivered with an IBM Machine) and other software updates in a timely manner from an IBM Internet website or from other electronic media, and following the instructions that IBM provides. You may request IBM to install Machine Code changes, however, you may be charged for that service.

Some parts of IBM Machines are designated as Customer Replaceable Units ("CRUs"). If your problem can be resolved with a CRU (e.g., keyboard, memory, hard disk drive), IBM will ship the CRU to you for you to install.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone or electronically, through your application of Machine Code or software updates, or with a CRU, IBM or its subcontractor or a reseller that has been approved by IBM to provide warranty service, will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. If IBM or its subcontractor or the reseller is unable to do either, you may return the Machine to your place of purchase and your money will be refunded.

IBM or its subcontractor or the reseller will also manage and install selected engineering changes that apply to the Machine.

Exchange of a Machine or Part

When the warranty service involves the exchange of a Machine or part, the item IBM or its subcontractor or the reseller replaces becomes IBM's property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

Your Additional Responsibilities

You agree:

1. before IBM or its subcontractor or the reseller exchanges a Machine or part, to remove all features, parts, options, alterations, and attachments not under warranty service and ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange;
2. to obtain authorization from the owner to have IBM or its subcontractor or the reseller service a Machine that you do not own;
3. where applicable, before service is provided:
 - a. follow the service request procedures that IBM or its subcontractor or its reseller provides;
 - b. backup and secure all programs, data, and funds contained in the Machine; and
 - c. inform IBM or its subcontractor or the reseller of changes in the Machine's location;
4. to provide IBM or its subcontractor or the reseller with sufficient and safe access to your facilities to permit IBM to fulfill its obligations;
5. to allow IBM or its subcontractor or the reseller to install mandatory engineering changes, such as those required for safety;
6. when the type of warranty service requires that you deliver a failing Machine to IBM, you agree to ship it suitably packaged, as IBM specifies, to a location IBM designates. After the Machine has been repaired or exchanged, IBM will return the repaired Machine or provide a replacement Machine to you at its expense, unless IBM specifies otherwise. IBM is responsible for loss of, or damage to, your Machine only while it is 1) in IBM's possession or 2) in transit in those cases where IBM is responsible for the transportation charges; and
7. to securely erase from any Machine you return to IBM for any reason all programs not provided by IBM with the Machine, and data, including without limitation the following: 1) information about identified or identifiable individuals or legal entities ("Personal Data") and 2) your confidential or proprietary

information and other data. If removing or deleting Personal Data is not possible, you agree to transform such information (e.g., by making it anonymous or encrypting it) so that it no longer qualifies as Personal Data under applicable law. You also agree to remove all funds from Machines returned to IBM. IBM is not responsible for any funds, programs not provided by IBM with the Machine, or data contained in a Machine that you return to IBM. You acknowledge that, to perform its responsibilities under this Statement of Limited Warranty, IBM may ship all or part of the Machine or its software to other IBM or third party locations around the world, and you authorize IBM to do so.

Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, IBM is liable for no more than:

1. damages for bodily injury (including death) and damage to real property and tangible personal property; and
2. the amount of any other actual direct damages, up to the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

This limit also applies to IBM's suppliers, subcontractors, and resellers. It is the maximum for which IBM and its suppliers, subcontractors and resellers are collectively responsible.

UNDER NO CIRCUMSTANCES IS IBM OR ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Governing Law

Both you and IBM consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty, without regard to conflict of law principles.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Machine.

Part 2 - Country-unique Terms

AMERICAS

Jurisdiction: *The following sentence is added to this section as it applies to countries in bold print below:*

Any litigation arising from this Statement of Limited Warranty will be settled exclusively by 1) in **Argentina**; the Ordinary Commercial Court of the city of Buenos Aires; 2) in **Bolivia**; the courts of the city of La Paz; 3) in **Brazil**; court of Rio de Janeiro, RJ; 4) in **Chile**; the Civil Courts of Justice of Santiago; 5) in **Colombia**; the Judges of the Republic of Colombia; 6) in **Ecuador**; the civil judges of Quito for executory or summary proceedings (as applicable); 7) in **Mexico**; the courts located in Mexico City, Federal District; 8) in **Paraguay**; the courts of the city of Asuncion; 9) in **Peru**; the judges and tribunals of the judicial district of Lima, Cercado; 10) in **Uruguay**; the courts of the city of Montevideo; 11) in **Venezuela**; the courts of the metropolitan area of the city of Caracas.

BRAZIL

Exchange of a Machine or Part: *Delete the last sentence:*

The replacement assumes the warranty service status of the replaced item.

CANADA

What this Warranty Covers: *The following replaces the 2nd paragraph to this section:*

During the warranty period, IBM provides repair and exchange service for the Machine under the type of warranty service IBM designates for the Machine. The warranty period for the Machine is a fixed period starting on its original Date of Installation. The date on your purchase invoice or sales receipt is the Date of Installation unless IBM informs you otherwise. The warranty period, type of warranty, and service level that apply to your Machine are designated in Part 3.

Limitation of Liability: *The following replaces item 1 and item 2 of this section:*

1. damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by IBM's negligence; and
2. the amount of any other actual direct damages, up to the greater of \$100,000.00 or the charges (if recurring, 12 months' charges apply) for the Machine that is subject of the claim. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws in the Province of Ontario.

PERU

Limitation of Liability: *The following is added at the end of this section:*

In accordance with Article 1328 of the Peruvian Civil Code the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York

ASIA PACIFIC

AUSTRALIA

What this Warranty Covers: *The following paragraph is added to this section:*

The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other similar legislation and are only limited to the extent permitted by the applicable legislation.

Limitation of Liability: *The following is added to this section:*

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974 or other similar legislation, IBM's liability is limited to the repair or replacement of the goods or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State or Territory

CAMBODIA AND LAOS

Governing Law: *The following replaces "laws of the country in which you acquired the Machine" in the first sentence:*

laws of the State of New York, United States of America

CAMBODIA, INDONESIA, AND LAOS

Arbitration: *The following is added under this heading:*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the

post of chairman shall be filled by the president of the SIAC. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

HONG KONG S.A.R.

As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word “country” (for example, “country of purchase” and “country of Installation”) are replaced with “Hong Kong S.A.R.”

INDIA

Limitation of Liability: *The following replaces items 1 and 2 of this section:*

1. liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and
2. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Statement of Limited Warranty, the charge paid by you for the individual Machine that is the subject of the claim. For purposes of this item, the term “Machine” includes Machine Code and Licensed Internal Code (“LIC”).

Arbitration: *The following is added under this heading:*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

JAPAN

Governing Law: *The following sentence is added to this section:*

Any doubts concerning this Statement of Limited Warranty will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MACAU S.A.R.

As applies to transactions initiated and performed in Macau S.A.R., phrases throughout this Agreement containing the word “country” (for example, “country of purchase” and “country of Installation”) are replaced with “Macau S.A.R.”

MALAYSIA

Limitation of Liability: *The word “**SPECIAL**” in item 3 of the fifth paragraph is deleted.*

NEW ZEALAND

What this Warranty Covers: *The following paragraph is added to this section:*

The warranties specified in this section are in addition to any rights you may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if you require the goods for the purposes of a business as defined in that Act.

Limitation of Liability: *The following is added to this section:*

Where Machines are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE’S REPUBLIC OF CHINA (PRC)

Governing Law: *The following replaces “laws of the country in which you acquired the Machine” in the first sentence:*

laws of the State of New York, United States of America (except when local law requires otherwise).

PHILIPPINES

Limitation of Liability: *Item 3 in the fifth paragraph is replaced by the following:*

SPECIAL (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), MORAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR

Arbitration: *The following is added under this heading:*

Disputes arising out of or in connection with this Statement of Limited Warranty shall be finally settled by arbitration which shall be held in Metro Manila, Philippines in accordance with the laws of the Philippines then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint

a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Philippine Dispute Resolution Center, Inc. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Statement of Limited Warranty prevails over any other language version.

SINGAPORE

Limitation of Liability: *The words “**SPECIAL**” and “**ECONOMIC**” in item 3 in the fifth paragraph are deleted.*

EUROPE, MIDDLE EAST, AFRICA (EMEA)

THE FOLLOWING TERMS APPLY TO ALL EMEA COUNTRIES:

The terms of this Statement of Limited Warranty apply to Machines purchased from IBM or an IBM reseller.

How to Obtain Warranty Service:

*Add the following paragraph in **Western Europe** (Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, and any country subsequently added to the European Union, as from the date of accession):*

The warranty for Machines acquired in Western Europe shall be valid and applicable in all Western Europe countries provided the Machines have been announced and made available in such countries.

If you purchase a Machine in one of the Western European countries, as defined above, you may obtain warranty service for that Machine in any of those countries from either (1) an IBM reseller approved to perform warranty service or (2) from IBM, provided the Machine has been announced and made available by IBM in the country in which you wish to obtain service.

If you purchase a Machine in a Middle East or African country, you may obtain warranty service for that Machine from the IBM entity within the country of purchase, if that IBM entity provides warranty service in that country, or from an IBM reseller, approved by IBM to perform warranty service on that Machine in that country. Warranty service in Africa is available within 50 kilometers of an IBM approved service provider. You are responsible for transportation costs for Machines located outside 50 kilometers of an IBM approved service provider.

Governing Law: *The phrase “the laws of the country in which you acquired the Machine” is replaced by:*

1) “the laws of Austria” in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, FYR Macedonia, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**; 2) “the laws of France” in **Algeria, Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Libya, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna**; 3) “the laws of Finland” in **Estonia, Latvia, and Lithuania**; 4) “the laws of England” in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**; and 5) “the laws of South Africa” in **South Africa, Namibia, Lesotho and Swaziland**.

Jurisdiction: *The following exceptions are added to this section:*

1) **In Austria** the choice of jurisdiction for all disputes arising out of this Statement of Limited Warranty and relating thereto, including its existence, will be the competent court of law in Vienna, Austria (Inner-City); 2) **in Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe** all disputes arising out of this Statement of Limited Warranty or related to its execution, including summary proceedings, will be submitted to the exclusive jurisdiction of the English courts; 3) **in Belgium and Luxembourg**, all disputes arising out of this Statement of Limited Warranty or related to its interpretation or its execution, the law, and the courts of the capital city, of the country of your registered office and/or commercial site location only are competent; 4) **in France, Algeria, Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Libya, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis & Futuna** all disputes arising out of this Statement of Limited Warranty or related to its violation or execution, including summary proceedings, will be settled exclusively by the Commercial Court of Paris; 5) **in South Africa, Namibia, Lesotho and Swaziland**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the High Court in Johannesburg; 6) **in Turkey** all disputes arising out of or in connection with this Statement of Limited Warranty shall be resolved by the Istanbul Central (Sultanahmet) Courts and Execution Directorates of Istanbul, the Republic of Turkey; 7) in each of the following specified countries, any legal claim arising out of this Statement of Limited Warranty will be brought before, and settled exclusively by, the competent court of a) Athens for **Greece**, b) Tel Aviv-Jaffa for **Israel**, c) Milan for **Italy**, d) Lisbon for **Portugal**, and e) Madrid for **Spain**; and 8) **in the United Kingdom**, both of us agree to submit all disputes relating to this Statement of Limited Warranty to the jurisdiction of the English courts.

Arbitration: *The following is added under this heading:*

In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Libya, FYR Macedonia, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan all disputes arising out of this Statement of Limited Warranty or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

In Estonia, Latvia and Lithuania all disputes arising in connection with this Statement of Limited Warranty will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

EUROPEAN UNION (EU)

THE FOLLOWING TERMS APPLY TO ALL EU COUNTRIES:

The warranty for Machines acquired in EU countries is valid and applicable in all EU countries provided the Machines have been announced and made available in such countries.

DENMARK, FINLAND, GREECE, ITALY, NETHERLANDS, NORWAY, PORTUGAL, SPAIN, SWEDEN AND SWITZERLAND

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty or due to any other cause related to this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges you paid for the Machine. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, OR ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

FRANCE AND BELGIUM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

Except as otherwise provided by mandatory law:

1. IBM's liability for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Statement of Limited Warranty is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault), for a maximum amount equal to the charges you paid for the Machine that has caused the damages. For purposes of this item, the term "Machine" includes Machine Code and Licensed Internal Code ("LIC").

The above limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

2. **UNDER NO CIRCUMSTANCES IS IBM, OR ITS SUPPLIERS, SUBCONTRACTORS, OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

THE FOLLOWING TERMS APPLY TO THE COUNTRY SPECIFIED:

AUSTRIA AND GERMANY

What this Warranty Covers: *The following replaces the first sentence of the first paragraph of this section:*

The warranty for an IBM Machine covers the functionality of the Machine for its normal use and the Machine's conformity to its Specifications.

The following paragraphs are added to this section:

The minimum warranty period for Machines is twelve months. In case IBM or your reseller is unable to repair an IBM Machine, you can alternatively ask for a price reduction as far as justified by the reduced value of the unrepaired Machine or ask for a cancellation of the respective agreement for such Machine and get your money refunded.

The second paragraph does not apply.

What IBM Will Do to Correct Problems: *The following is added to this section:*

During the warranty period, transportation for delivery of the failing Machine to IBM will be at IBM's expense.

Limitation of Liability: *The following paragraph is added to this section:*

The limitations and exclusions specified in the Statement of Limited Warranty will not apply to damages caused by IBM with fraud or gross negligence and for express warranty.

The following sentence is added to the end of item 2:

IBM's liability under this item is limited to the violation of essential contractual terms in cases of ordinary negligence.

IRELAND

What this Warranty Covers: *The following is added to this section:*

Except as expressly provided in these terms and conditions or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 ("the 1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, section 39 of the 1980 Act).

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default occurring on the date of occurrence of the last such Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for death or personal injury caused by the negligence of IBM.
2. Subject always to the **Items for Which IBM is Not Liable** below, IBM will accept unlimited liability for physical damage to your tangible property resulting from the negligence of IBM.
3. Except as provided in items 1 and 2 above, IBM's entire liability for actual damages for any one Default will not in any event exceed the greater of 1) EUR 125,000, or 2) 125% of the amount you paid for the Machine directly relating to the Default.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM, its suppliers or resellers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss; or
3. loss of profits, business, revenue, goodwill, or anticipated savings.

SOUTH AFRICA, NAMIBIA, BOTSWANA, LESOTHO AND SWAZILAND

Limitation of Liability: *The following is added to this section:*

IBM's entire liability to you for actual damages arising in all situations involving nonperformance by IBM in respect of the subject matter of this Statement of Warranty will be limited to the charge paid by you for the individual Machine that is the subject of your claim from IBM.

SWITZERLAND

Your Additional Responsibilities: *The following sentence is added to this section:*

Personal Data also includes information about you as a legal entity.

TURKEY

What this Warranty Covers: *The following is added to this section:*

The minimum warranty period for Machines is 2 years.

UNITED KINGDOM

Limitation of Liability: *The following replaces the terms of this section in its entirety:*

For the purposes of this section, a "Default" means any act, statement, omission, or negligence on the part of IBM in connection with, or in relation to, the subject matter of this Statement of Limited Warranty in respect of which IBM is legally liable to you, whether in contract or tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default, you are entitled to recover damages from IBM.

This section sets out the extent of IBM's liability and your sole remedy.

1. IBM will accept unlimited liability for:
 - a. death or personal injury caused by the negligence of IBM; and
 - b. any breach of its obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any statutory modification or re-enactment of either such Section.
2. IBM will accept unlimited liability, subject always to the **Items for Which IBM is Not Liable** below, for physical damage to your tangible property resulting from the negligence of IBM.
3. IBM's entire liability for actual damages for any one Default will not in any event, except as provided in items 1 and 2 above, exceed the greater of 1) Pounds Sterling 75,000, or 2) 125% of the total purchase price payable or the charges for the Machine directly relating to the Default.

These limits also apply to IBM's suppliers and resellers. They state the maximum for which IBM and such suppliers and resellers are collectively responsible.

Items for Which IBM is Not Liable

Save with respect to any liability referred to in item 1 above, under no circumstances is IBM or any of its suppliers or resellers liable for any of the following, even if IBM or they were informed of the possibility of such losses:

1. loss of, or damage to, data;
2. special, indirect, or consequential loss;
3. loss of profits, business, revenue, goodwill, or anticipated savings; or

4. third party claims against you for damages.

Part 3 - Warranty Information

Machine - IBM ScaleXpander Option Kit

Country or Region of Purchase	Warranty Period	Type of Warranty Service*	Service Level*
Worldwide	Parts and labor - 1 year	1	1
* See "Types of Warranty Service" and "Service Levels" for explanations of warranty-service types and service levels.			

Scheduling of a warranty service will depend upon the following: 1) the time your request for service is received, 2) Machine technology, and 3) availability of parts. Contact your local IBM representative or the subcontractor or reseller performing services on behalf of IBM for country and location specific information.

Types of Warranty Service

1. **Customer Replaceable Unit ("CRU") Service**

IBM provides replacement CRUs to you for you to install. CRU information and replacement instructions are shipped with your Machine and are available from IBM at any time on your request. CRUs are designated as being either Tier 1 or a Tier 2 CRU. Installation of Tier 1 CRUs is your responsibility. If IBM installs a Tier 1 CRU at your request, you will be charged for the installation. You may install a Tier 2 CRU yourself or request IBM to install it, at no additional charge, under the type of warranty service designated for your Machine. IBM specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned to IBM. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if IBM does not receive the defective CRU within 15 days of your receipt of the replacement.

2. **On-site Service**

IBM or your reseller will either repair or exchange the failing Machine at your location and verify its operation. You must provide suitable working area to allow disassembly and reassembly of the IBM Machine. The area must be clean, well lit and suitable for the purpose. For some Machines, certain repairs may require sending the Machine to an IBM service center.

3. **Courier or Depot Service**

You will disconnect the failing Machine for collection arranged by IBM. IBM will provide you with a shipping container for you to return your Machine to a designated service center. A courier will pick up your Machine and deliver it to the designated service center. Following its repair or exchange, IBM will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.

4. **Customer Carry-In or Mail-In Service**

You will deliver or mail as IBM specifies (prepaid unless IBM specifies otherwise) the failing Machine suitably packaged to a location IBM designates. After IBM has repaired or exchanged the Machine, IBM will make it available for your collection or, for Mail-in Service, IBM will return it to you at IBM's expense, unless IBM specifies otherwise. You are responsible for the subsequent installation of the Machine and verification of its operation.

5. **CRU and On-site Service***

This type of Warranty Service is a combination of Type 1 and Type 2 (see above).

6. **CRU and Courier or Depot Service***

This type of Warranty Service is a combination of Type 1 and Type 3 (see above).

7. **CRU and Customer Carry-In or Mail-In Service***

This type of Warranty Service is a combination of Type 1 and Type 4 (see above).

8. **Machine Exchange Service**

IBM will initiate shipment of a replacement Machine to your location. You are responsible for its installation and verification of its operation. You must pack the failing Machine into the shipping container that contained the replacement Machine and return the failing Machine to IBM. Transportation charges, both ways, are paid by IBM. You may be charged for the replacement Machine if IBM does not receive the failing Machine within 15 days of your receipt of the replacement Machine.

(*) When a 5, 6, or 7 type of warranty service is listed, IBM will determine which type of warranty service is appropriate for the repair.

Service Levels

Service levels specified below are response-time objectives only and are not guarantees. The specified service level may not be available in all worldwide locations. Charges may apply outside IBM's normal service area. Certain Machines with a Same Day On-site response-time objective may require the installation and use of remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution.

1. **Next Business Day (NBD), 9X5**

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location on the next business day. Service will be provided from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding holidays.

2. **Same Business Day (SBD), 9X5**

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location within four hours. Service will be provided from 8:00 a.m. to 5:00 p.m. in your local time zone, Monday through Friday, excluding local IBM holidays. If after 1:00 p.m. it is determined that on-site service is required, a service technician will be scheduled to arrive the morning of the following business day.

3. **Same Day (SD), 24X7**

After we receive your call, following problem determination, if IBM determines on-site service is required, a service technician will be scheduled to arrive at your location within four hours. This type of service will be provided 24 hours a day, every day, including holidays.

IBM Contact Information

For IBM in Canada or the United States, call 1-800-IBM-SERV (or 1-800-426-7378). For IBM in the European Union (EU), Asia Pacific, and Latin America countries, contact IBM in that country or visit the following IBM Internet website:
http://www.ibm.com/servers/support/machine_warranties/.

Appendix C. Notices

This information was developed for products and services offered in the U.S.A.

IBM may not offer the products, services, or features discussed in this document in other countries. Consult your local IBM representative for information on the products and services currently available in your area. Any reference to an IBM product, program, or service is not intended to state or imply that only that IBM product, program, or service may be used. Any functionally equivalent product, program, or service that does not infringe any IBM intellectual property right may be used instead. However, it is the user's responsibility to evaluate and verify the operation of any non-IBM product, program, or service.

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Important notes

Processor speed indicates the internal clock speed of the microprocessor; other factors also affect application performance.

CD or DVD drive speed is the variable read rate. Actual speeds vary and are often less than the possible maximum.

When referring to processor storage, real and virtual storage, or channel volume, KB stands for 1024 bytes, MB stands for 1 048 576 bytes, and GB stands for 1 073 741 824 bytes.

When referring to hard disk drive capacity or communications volume, MB stands for 1 000 000 bytes, and GB stands for 1 000 000 000 bytes. Total user-accessible capacity can vary depending on operating environments.

Maximum internal hard disk drive capacities assume the replacement of any standard hard disk drives and population of all hard disk drive bays with the largest currently supported drives that are available from IBM.

Maximum memory might require replacement of the standard memory with an optional memory module.

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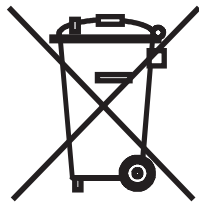
IBM makes no representations or warranties with respect to non-IBM products. Support (if any) for the non-IBM products is provided by the third party, not IBM.

Some software might differ from its retail version (if available) and might not include user manuals or all program functionality.

Product recycling and disposal

This unit must be recycled or discarded according to applicable local and national regulations. IBM encourages owners of information technology (IT) equipment to responsibly recycle their equipment when it is no longer needed. IBM offers a variety of product return programs and services in several countries to assist equipment owners in recycling their IT products. Information on IBM product recycling offerings can be found on IBM's Internet site at <http://www.ibm.com/ibm/environment/products/index.shtml>.

Esta unidad debe reciclarse o desecharse de acuerdo con lo establecido en la normativa nacional o local aplicable. IBM recomienda a los propietarios de equipos de tecnología de la información (TI) que reciclen responsablemente sus equipos cuando éstos ya no les sean útiles. IBM dispone de una serie de programas y servicios de devolución de productos en varios países, a fin de ayudar a los propietarios de equipos a reciclar sus productos de TI. Se puede encontrar información sobre las ofertas de reciclado de productos de IBM en el sitio web de IBM <http://www.ibm.com/ibm/environment/products/index.shtml>.



Notice: This mark applies only to countries within the European Union (EU) and Norway.

This appliance is labeled in accordance with European Directive 2002/96/EC concerning waste electrical and electronic equipment (WEEE). The Directive determines the framework for the return and recycling of used appliances as applicable throughout the European Union. This label is applied to various products to indicate that the product is not to be thrown away, but rather reclaimed upon end of life per this Directive.

注意: このマークは EU 諸国およびノルウェーにおいてのみ適用されます。

この機器には、EU 諸国に対する廃電気電子機器指令 2002/96/EC(WEEE) のラベルが貼られています。この指令は、EU 諸国に適用する使用済み機器の回収とリサイクルの骨子を定めています。このラベルは、使用済みになった時に指令に従って適正な処理をする必要があることを知らせるために種々の製品に貼られています。

Remarque : Cette marque s'applique uniquement aux pays de l'Union Européenne et à la Norvège.

L'étiquette du système respecte la Directive européenne 2002/96/EC en matière de Déchets des Equipements Electriques et Electroniques (DEEE), qui détermine les dispositions de retour et de recyclage applicables aux systèmes utilisés à travers l'Union européenne. Conformément à la directive, ladite étiquette précise que le produit sur lequel elle est apposée ne doit pas être jeté mais être récupéré en fin de vie.

In accordance with the European WEEE Directive, electrical and electronic equipment (EEE) is to be collected separately and to be reused, recycled, or recovered at end of life. Users of EEE with the WEEE marking per Annex IV of the WEEE Directive, as shown above, must not dispose of end of life EEE as unsorted municipal waste, but use the collection framework available to customers for the return, recycling, and recovery of WEEE. Customer participation is important to minimize any potential effects of EEE on the environment and human health due to the potential presence of hazardous substances in EEE. For proper collection and treatment, contact your local IBM representative.

Battery return program

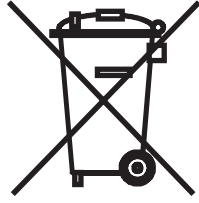
This product may contain a sealed lead acid, nickel cadmium, nickel metal hydride, lithium, or lithium ion battery. Consult your user manual or service manual for specific battery information. The battery must be recycled or disposed of properly. Recycling facilities may not be available in your area. For information on disposal of batteries outside the United States, go to <http://www.ibm.com/ibm/environment/products/index.shtml> or contact your local waste disposal facility.

In the United States, IBM has established a return process for reuse, recycling, or proper disposal of used IBM sealed lead acid, nickel cadmium, nickel metal hydride, and battery packs from IBM equipment. For information on proper disposal of these batteries, contact IBM at 1-800-426-4333. Have the IBM part number listed on the battery available prior to your call.

For Taiwan: Please recycle batteries.



For the European Union:



Notice: This mark applies only to countries within the European Union (EU).

Batteries or packaging for batteries are labeled in accordance with European Directive 2006/66/EC concerning batteries and accumulators and waste batteries and accumulators. The Directive determines the framework for the return and recycling of used batteries and accumulators as applicable throughout the European Union. This label is applied to various batteries to indicate that the battery is not to be thrown away, but rather reclaimed upon end of life per this Directive.

Les batteries ou emballages pour batteries sont étiquetés conformément aux directives européennes 2006/66/EC, norme relative aux batteries et accumulateurs en usage et aux batteries et accumulateurs usés. Les directives déterminent la marche à suivre en vigueur dans l'Union Européenne pour le retour et le recyclage des batteries et accumulateurs usés. Cette étiquette est appliquée sur diverses batteries pour indiquer que la batterie ne doit pas être mise au rebut mais plutôt récupérée en fin de cycle de vie selon cette norme.

バッテリーあるいはバッテリー用のパッケージには、EU 諸国に対する廃電気電子機器指令 2006/66/EC のラベルが貼られています。この指令は、バッテリーと蓄電池、および廃棄バッテリーと蓄電池に関するものです。この指令は、使用済みバッテリーと蓄電池の回収とリサイクルの骨子を定めているもので、EU 諸国にわたって適用されます。このラベルは、使用済みになったときに指令に従って適正な処理をする必要があることを知らせるために種々のバッテリーに貼られています。

In accordance with the European Directive 2006/66/EC, batteries and accumulators are labeled to indicate that they are to be collected separately and recycled at end of life. The label on the battery may also include a chemical symbol for the metal concerned in the battery (Pb for lead, Hg for mercury, and Cd for cadmium). Users of batteries and accumulators must not dispose of batteries and accumulators as unsorted municipal waste, but use the collection framework available to customers for the return, recycling, and treatment of batteries and accumulators. Customer participation is important to minimize any potential effects of batteries and accumulators on the environment and human health due to the potential presence of hazardous substances. For proper collection and treatment, contact your local IBM representative.

This notice is provided in accordance with Royal Decree 106/2008 of Spain: The retail price of batteries, accumulators, and power cells includes the cost of the environmental management of their waste.

For California:

Perchlorate material – special handling may apply. See <http://www.dtsc.ca.gov/hazardouswaste/perchlorate/>.

The foregoing notice is provided in accordance with California Code of Regulations Title 22, Division 4.5 Chapter 33. Best Management Practices for Perchlorate Materials. This product/part may include a lithium manganese dioxide battery which contains a perchlorate substance.

Electronic emission notices

Federal Communications Commission (FCC) statement

Note: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case the user will be required to correct the interference at his own expense.

Properly shielded and grounded cables and connectors must be used in order to meet FCC emission limits. IBM is not responsible for any radio or television interference caused by using other than recommended cables and connectors or by unauthorized changes or modifications to this equipment. Unauthorized changes or modifications could void the user's authority to operate the equipment.

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Industry Canada Class A emission compliance statement

This Class A digital apparatus complies with Canadian ICES-003.

Avis de conformité à la réglementation d'Industrie Canada

Cet appareil numérique de la classe A est conforme à la norme NMB-003 du Canada.

Australia and New Zealand Class A statement

Attention: This is a Class A product. In a domestic environment this product may cause radio interference in which case the user may be required to take adequate measures.

United Kingdom telecommunications safety requirement

Notice to Customers

This apparatus is approved under approval number NS/G/1234/J/100003 for indirect connection to public telecommunication systems in the United Kingdom.

European Union EMC Directive conformance statement

This product is in conformity with the protection requirements of EU Council Directive 2004/108/EC on the approximation of the laws of the Member States relating to electromagnetic compatibility. IBM cannot accept responsibility for any

failure to satisfy the protection requirements resulting from a nonrecommended modification of the product, including the fitting of non-IBM option cards.

This product has been tested and found to comply with the limits for Class A Information Technology Equipment according to CISPR 22/European Standard EN 55022. The limits for Class A equipment were derived for commercial and industrial environments to provide reasonable protection against interference with licensed communication equipment.

Attention: This is a Class A product. In a domestic environment this product may cause radio interference in which case the user may be required to take adequate measures.

European Community contact:
IBM Technical Regulations
Pascalstr. 100, Stuttgart, Germany 70569
Telephone: 0049 (0)711 785 1176
Fax: 0049 (0)711 785 1283
E-mail: tjahn@de.ibm.com

Taiwanese Class A warning statement

警告使用者：
這是甲類的資訊產品，在
居住的環境中使用時，可
能會造成射頻干擾，在這
種情況下，使用者會被要
求採取某些適當的對策。

Chinese Class A warning statement

聲 明
此為 A 級產品。在生活環境中，
該產品可能會造成無線電干擾。
在這種情況下，可能需要用戶對其
干擾採取切实可行的措施。

Japanese Voluntary Control Council for Interference (VCCI) statement

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