ServeRAID-BR10i SAS/SATA Controller



# Installation and User's Guide

ServeRAID-BR10i SAS/SATA Controller



# Installation and User's Guide

**Note:** Before using this information and the product it supports, read the information in Appendix B, "IBM Statement of Limited Warranty Z125-4753-09 08/2006," on page 15 and the general information in Appendix C, "Notices," on page 31.

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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, διαθάστε τις πληροφορίες ασφάλειας (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 pečítaje 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 the 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:

#### To Disconnect:

- Turn everything OFF.
- 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.

- 2. First, remove power cords from outlet.
- 3. Remove signal cables from connectors.
- 4. Remove all cables from devices.

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## **Chapter 1. Introduction**

The ServeRAID<sup>™</sup>-BR10i SAS/SATA Controller provides four or eight serial ports for connection to Serial Attached SCSI (SAS) and Serial ATA (SATA) devices. Each port is capable of a SAS link rate and a SATA link rate of 3.0 Gbps (gigabits per second). The PCI Express transmission and reception data rate is 2.5 Gbps in each direction, yielding a total bandwidth of 5.0 Gbps for each full-duplex lane. The controller is implemented using four or eight PCI Express physical layers (PHYs), which provide possible host-side maximum transmission and reception rates of up to 4.0 GBps (gigabytes per second).

The controller comes with a limited warranty. For more information, see Appendix B, "IBM Statement of Limited Warranty Z125-4753-09 08/2006," on page 15.

If firmware updates are available, you can download them from the IBM<sup>®</sup> Web site. To check for updates, complete the following steps.

**Note:** Changes are made periodically to the IBM Web site. Procedures for locating firmware might vary slightly from what is described in this document.

- 1. Go to http://www.ibm.com/systems/support/.
- 2. Under Product support, click System x.
- 3. Under Popular links, click Software and device drivers.
- 4. Under **Related downloads**, click **ServeRAID** for the ServeRAID software matrix.

#### **Overview**

The ServeRAID-BR10i controller PCI Express interface is compliant with the PCI Express Specification, revision 1.0a. The controller implements the PCI Express interface as an x4 or x8 interface. The controller uses either a standard PCI or low-profile PCI bracket type. The controller SAS interface is compatible with the ANSI *Serial Attached SCSI 1.0* Specification and the *Serial ATA 1.0a* Specification.

The functionality of the ServeRAID-BR10i controller comes from the LSI1068E controller chip. The LSI1068E chip integrates eight high-performance SAS/SATA PHYs. The design of the controller makes it easy to add SAS interfaces to any computer, workstation, or server with a PCI Express bus.

The controller provide a 2 Mb x 8-bit flash ROM for storing the BIOS and firmware. The controller provides up to 32 Kb x 8-bit NVSRAM for storing the nonvolatile RAID information when a system failure occurs. The controller provides a 128 Kb x 36-bit pipelined burst static random access memory (PBSRAM) device for storing SAS address port information, which enables connection to more than 128 devices.

## Notices and statements in this document

The caution and danger statements in this document are also in the multilingual *Safety Information* document, which is on the IBM *Documentation* CD that comes with the server. Each statement is numbered for reference to the corresponding statement in your language in the *Safety Information* document.

The following notices and statements are used in this document:

- Note: These notices provide important tips, guidance, or advice.
- **Important:** These notices provide information or advice that might help you avoid inconvenient or problem situations.
- Attention: These notices indicate potential damage to programs, devices, or data. An attention notice is placed just before the instruction or situation in which damage might occur.
- **Caution:** These statements indicate situations that can be potentially hazardous to you. A caution statement is placed just before the description of a potentially hazardous procedure step or situation.
- **Danger:** These statements indicate situations that can be potentially lethal or extremely hazardous to you. A danger statement is placed just before the description of a potentially lethal or extremely hazardous procedure step or situation.

## Features

The ServeRAID-BR10i controller has the following features:

• Supports narrow port and wide port as described in Table 1.

Table 1. SAS bandwidth

Half duplex	Full duplex	
Narrow port (1 lane) - 300 MBps	Narrow port (1 lane) - 600 MBps	
Wide port (2 lanes) - 600 MBps	Wide port (2 lanes) - 1200 MBps	
Wide port (4 lanes) - 1200 MBps	Wide port (4 lanes) - 2400 MBps	

- Supports Serial SCSI Protocol (SSP), Serial ATA Tunneling Protocol (STP), and Serial Management Protocol (SMP) as defined in the Serial Attached SCSI 1.0 specification.
- Supports SATA as defined in the Serial ATA 1.0a Specification.
- Provides configurable drive spin-up sequencing on a per-physical-layer basis.
- · Simplifies cabling with a serial point-to-point architecture.
- Provides smaller and thinner cables that do not restrict airflow.
- Provides a serial point-to-point, enterprise-level storage interface.
- Transfers data by using SCSI information units.
- Provides two LEDs on the PCI expansion-slot bracket for the controller. One LED indicates activity on any physical layer. The other LED indicates a fault condition.
- Provides two LEDs for each physical layer to indicate link activity and faults in the controller.
- Provides compatibility with SATA target devices.

## **PCI** performance

The controller supports PCI Express interfaces. The controller has the following PCI Express features:

- Four or eight PCI Express physical layers
- Single-physical-layer (1 lane) link transfer rate up to 2.5 Gbps in each direction
- x8 and x4 link width support
- Automatic downshift to an x4 link width if the controller is connected to an x4 connector or to an x8 connector that is wired as an x4 connector
- Scalable interface
  - Single-lane aggregate bandwidth of up to 0.5 GBps (500 MBps)
  - Quad-lane aggregate bandwidth of up to 2.0 GBps (2000 MBps)
  - 8-lane aggregate bandwidth of up to 4.0 GBps (4000 MBps)
- · Serial point-to-point interconnections between devices
  - Reduces the electrical load of the connection
  - Enables higher transmission and reception frequencies
- Lane reversal and polarity inversion
- PCI Express hot plug
- · Power-management support
  - PCI Power Management 1.2
  - Active State Power Management (ASPM), including the L0, L0s, and L1 states by placing links in a power-saving mode during times of no link activity
- Replay buffer that preserves a copy of the data for retransmission in case a CRC error occurs
- PCI Express advanced error reporting capabilities
- Packetized and layered architecture
- High bandwidth per pin with low overhead and low latency
- PCI Express
  - Is compatible with PCI and PCI-X software
  - Leverages existing PCI device drivers
  - Supports the memory, I/O, and configuration address spaces
  - Supports memory read/write transactions, I/O read/write transactions, and configuration read/write transactions
- · 4 KB of PCI configuration address space per device
- Posted and non-posted transactions
- Quality of service (QOS) link configuration and arbitration policies
- Traffic class 0 and one virtual channel
- Message signaled interrupts (both MSI and MSI-X) and INTx interrupt signaling for legacy PCI support
- End-to-end cyclic redundancy check (ECRC) and advanced error reporting

### Software

The following operating systems support the controller:

- Microsoft<sup>®</sup> Windows Server 2003 32-bit and 64-bit
- Red Hat<sup>®</sup> Enterprise Linux<sup>®</sup> 4 and Red Hat Enterprise Linux 5

The controller uses the Fusion-MPT architecture for all major operating systems, which allows for thinner drivers for better performance. To obtain a device driver for your operating system, see http://www.ibm.com/systems/support/.

## **Specifications**

The following sections describe the controller specifications.

## **Physical dimensions**

The controller is 167.6 mm (6.6 in.) x 68.5 mm (2.7 in.). The PCI Express x8 connection is made through the edge connector J1. The component height on the top and bottom of the controller follows the PCI Express specifications.

## **Electrical specifications**

The maximum power requirement for the controller under normal operation is described in the following table.

Table 2. Maximum power requirements

PCI Express +12.0 V	Power	Operating range
0.5 amps	6.0 watts	0°C to 60°C
		(32°F to 140°F)

### Thermal and atmospheric specifications

The controller has the following atmospheric characteristics:

- Temperature range: 5°C to 50°C (41°F to 122°F)
- Relative humidity range: 8% to 90% noncondensing

The following parameters define the transit environment for the controller:

- Temperature range: -40°C to +65°C (-40°F to +149°F)
- Relative humidity range: 5% to 95% noncondensing

The following parameters define the storage environment for the controller:

- Temperature range: 1°C to 65°C (34°F to 149°F)
- Relative humidity range: 5% to 95% noncondensing

### LEDs and connectors

The following illustration shows the controller LEDs and connectors.

Activity Header for SAS/SATA Standard driving external LEDs internal PCI bracket (A0 - A7) activity LEDs connectors Low-profile ы∭ PCI bracket  $\oplus$ Heartbeat and J2 .15 activity Port 1 Port 0 LED 4 - 7 0 - 3 ÐĂ • • • • • • • • • • (green) ØÒ Fault LED ⊕ .11 (amber) Link PCI Express x8 connector not present LEDs (LNP0 - LNP7)

**Note:** The illustrations in this document might differ slightly from your hardware.

#### Activity LEDs (A0 - A7)

The eight green activity LEDs correspond to the eight physical layers. When there is activity on a physical layer, the corresponding LED is lit.

#### Header for driving external activity LEDs (J6)

The J6 connector is a 4-pin, right-angle, 0.1-inch-pitch pin header for driving external activity LEDs.

#### SAS/SATA internal connectors (J2 and J5)

The controller supports SAS connections through connectors J2 (port 1) and J5 (port 0). The J2 and J5 connectors are SFF-8087 mini-SAS internal right-angle connectors.

#### PCI Express x8 connector (J1)

The PCI Express interface has eight PCI Express lanes that provide possible host-side maximum transmission and reception rates of up to 4.0 Gbps. The controller supports x8, x4, and x1 PCI Express link widths and automatically downshifts if it is connected to either an x4 connector or an x8 connector that is wired as an x4 connector. The PCI Express connection is made through the edge connector J1. The signal definitions and pin numbers conform to the PCI Express specifications.

#### Fault LEDs (LNP0 - LNP7)

The eight amber fault LEDs correspond to the eight physical layers. When a fault condition occurs on a physical layer, the corresponding LED is lit.

#### Fault LED (amber)

This amber LED is on the PCI bracket and is lit when the controller firmware detects a fault condition.

#### Heartbeat and activity LED (green)

This green LED is on the PCI bracket. When this LED is flashing, it indicates the controller heartbeat, and when this LED is lit, it indicates that there is activity on any physical layer.

#### Low-profile PCI bracket

The controller might come with a low-profile expansion-slot bracket that is approximately 7 cm (2.9 in.) long.

#### Standard PCI bracket

The controller comes with a preinstalled standard expansion-slot bracket that is approximately 11 cm (4.3 in.) long.

## Chapter 2. Installing and configuring the controller

This chapter describes how to install the controller (if it did not come preinstalled in the server) and how to configure the controller by using the LSI Configuration Utility.

## Handling the controller

**Attention:** Static electricity can damage the server and other electronic devices. To avoid damage, keep the controller in its static-protective package until you are ready to install it or change the bracket.

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 but is not required. For example, wear an electrostatic-discharge wrist strap, if one is available.
- Handle the controller carefully, holding it by its edges or its frame.
- · Do not touch solder joints, pins, or exposed circuitry.
- Do not leave the controller where others can handle and damage it.
- While the controller is still in its static-protective package, touch it to an unpainted metal part of the server for at least 2 seconds. This drains static electricity from the package and from your body.
- If you do not have to change the bracket, remove the controller from its package and install it directly into the server without setting down the controller. If it is necessary to set down the controller, put it back into its static-protective package. Do not place the controller on the server cover or on a metal surface.
- If you have to change the bracket, remove the controller from its package and place the controller on a flat, static-protective surface. Do not place the controller on the server cover or on a metal surface.
- Take additional care when you handle the controller during cold weather. Heating reduces indoor humidity and increases static electricity.

## Installing the controller in a server

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:

## To Disconnect:

- 1. Turn everything OFF.
- 1. Turn everything OFF.
- First, remove power cords from outlet.
   Remove signal cables from connectors.
- 3. Attach signal cables to connectors.

2. First, attach all cables to devices.

- 4. Attach power cords to outlet.
- 5. Turn device ON.

- 4. Remove all cables from devices.
- To install the controller in the server, complete the following steps:
- 1. Read the safety information that begins on page iii, and "Handling the controller" on page 7.
- 2. Turn off the server and peripheral devices and disconnect the power cords.
- 3. Remove the server cover. For more information, see the *Installation Guide* that comes with the server.
- 4. Touch the static-protective package that contains the controller to any unpainted surface on the outside of the server; then, grasp the controller by the top edge or upper corners and remove it from the package and inspect it for damage. Contact your IBM marketing representative or authorized reseller if the controller appears to be damaged.

- 5. Determine which PCI Express slot that you will use. Depending on the server model, you might have to remove the expansion-slot cover for the selected PCI Express slot. To remove the expansion-slot cover, you might have to remove the expansion-slot screw. Place the removed parts in a safe place. For detailed instructions for installing the controller in the server, see the *User's Guide* that comes with the server.
- 6. Position the controller by aligning the PCI Express x8 connector with the PCI Express x8 slot on the system board. Insert the controller firmly into the connector.

**Note:** Depending on the server model, you might have to install the controller in a riser card and then install the riser card with the controller in the PCI Express slot on the system board.

- 7. Replace the expansion-slot cover to secure the controller to the server chassis. Replace the expansion-slot screw if you removed it in step 5.
- 8. Connect the serial cables between the SAS/SATA internal connectors on the controller and the serial hard disk drives.
- 9. Replace the server cover.
- 10. Reconnect the power cords and then, turn on the server. Make sure that the green heartbeat and activity LED on the front bracket of the controller is lit and steady.

## LSI Configuration Utility program

Use the LSI Configuration Utility program to configure and manage redundant array of independent disks (RAID) arrays. Be sure to use this program as described in this document.

- Use the LSI Configuration Utility program to perform the following tasks:
  - Perform a low-level format on a hard disk drive
  - Create an array of hard disk drives with or without a hot-spare drive
  - Set protocol parameters on hard disk drives

The controller supports RAID arrays. You can use the LSI Configuration Utility program to configure RAID 1 (IM), RAID 1E (IME), and RAID 0 (IS) for a single pair of attached devices.

In addition, you can download an LSI command-line configuration program from http://www.ibm.com/support/.

When you are using the LSI Configuration Utility program to configure and manage arrays, consider the following information:

- The controller supports the following options:
  - Integrated Mirroring (IM) with hot-spare support (also known as RAID 1)
     Use this option to create an integrated array of two disks plus an optional hot spare. All data on the primary disk can be migrated.
  - Integrated Mirroring Enhanced (IME) with hot-spare support (also known as RAID 1E)

Use this option to create an integrated mirroring enhanced array of three to eight disks, including an optional hot spare. All data on the array disk will be deleted.

- Integrated Striping (IS) (also known as RAID 0)
   Use this option to create an integrated striping array of two to eight disks. All data on the array disk will be deleted.
- Hard disk drive capacities affect how you create arrays. The drives in an array can have different capacities, but the controller treats them as if they all have the capacity of the smallest hard disk drive.
- If you use the controller to configure a RAID 1 (mirrored) array after you have installed the operating system, you will lose access to any data or applications that were previously stored on the secondary drive of the mirrored pair.

## Starting the LSI Configuration Utility program

To start the LSI Configuration Utility program, complete the following steps:

- 1. Turn on the server.
- When the prompt <<< Press <CTRL><C> to start LSI Configuration Utility >>> is displayed, press Ctrl+C. If you have set an administrator password, you are prompted to type the password.
- 3. To select a controller (channel) from the list of adapters, use the arrow keys and press Enter.
- To change the settings of the selected items, follow the instructions on the screen. If you select Raid Properties, SAS Topology, or Advanced Adapter Properties, additional screens are displayed.

When you have finished changing settings, press Esc to exit from the program; select **Save** to save the settings that you have changed.

## Formatting a hard disk drive

Low-level formatting removes all data from the hard disk. If there is data on the disk that you want to save, back up the hard disk before you perform this procedure.

**Note:** Before you format a hard disk, make sure that the disk is not part of a mirrored pair.

To format a drive, complete the following steps:

- 1. From the list of adapters, select the controller (channel) for the drive that you want to format, and press Enter.
- 2. Select SAS Topology and press Enter.
- 3. Select Direct Attach Devices and press Enter.
- 4. To highlight the drive that you want to format, use the Up Arrow and Down Arrow keys. To scroll left and right, use the Left Arrow and Right Arrow keys or the End key. Press Alt+D.
- 5. To start the low-level formatting operation, select Format and press Enter.

## Creating a RAID array of hard disk drives

To create a RAID array of hard disk drives, complete the following steps:

- 1. From the list of adapters, select the controller (channel) for the drives that you want to mirror.
- 2. Select RAID Properties.
- 3. Select the type of array that you want to create.
- 4. Use the arrow keys to highlight the first drive in the pair; then, press the Minus (-) or Plus (+) key to change the mirror value to **Primary**.
- 5. Continue to select the next drive, using the Minus (-) or Plus (+) key, until you have selected all the drives for your array.
- 6. Press C to create the disk array.
- 7. Select Apply changes and exit menu to create the array.

## 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<sup>™</sup> and xSeries<sup>®</sup> information is http://www.ibm.com/systems/x/. The address for IBM BladeCenter<sup>®</sup> information is http://www.ibm.com/systems/bladecenter/. The address for IBM IntelliStation<sup>®</sup> 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**



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:

- 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:

- 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;
- 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
- 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
- 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 **Equador**; 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 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 2<sup>nd</sup> 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
- 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
- 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:

 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:

 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.
- 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.
- 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
  - 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

#### ServeRAID-BR10i SAS/SATA Controller

Country or Region of Purchase	Warranty Period	Type of Warranty Service*	Service Level*
Worldwide	1 year	1	Not applicable
* 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**

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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 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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#### 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.

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**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'etiquette 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.

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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**

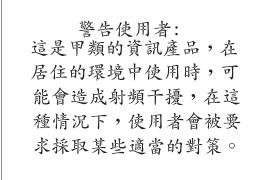
This product is in conformity with the protection requirements of EU Council Directive 2004/108/EC on the approximation of the laws of the Member States relating to electromagnetic compatibility. IBM cannot accept responsibility for any failure to satisfy the protection requirements resulting from a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

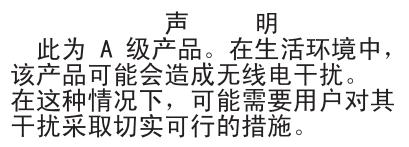
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European Community contact: IBM Technical Regulations Pascalstr. 100, Stuttgart, Germany 70569 Telephone: 0049 (0)711 785 1176 Fax: 0049 (0)711 785 1283 E-mail: tjahn@de.ibm.com

### **Taiwanese Class A warning statement**



### **Chinese Class A warning statement**



### Japanese Voluntary Control Council for Interference (VCCI) statement

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