

## LIMITED WARRANTY – NORTH AMERICA AND ASIA PACIFIC

### COVERAGE

The warranty obligations of Drobo, Inc. (formerly known as Data Robotics, Inc.) are limited to the terms set forth herein. This Limited Warranty applies only to: (i) product manufactured by or for Drobo; and (ii) replacement components sold by Drobo, of the product manufactured by or for Drobo; that can be identified by the "Data Robotics" or "Drobo" trademark, trade name, or logo affixed to them (collectively, "Product") and is provided only to the original end-user purchaser of the Product ("You" or "Your"). Drobo warrants against defects in materials and workmanship under normal use for a period of: (i) ONE (1) YEAR, for Product sold outside of Europe; and (ii) TWO (2) YEARS for Product sold in Europe; from the date of retail purchase by the original end-user purchaser ("Warranty Period").

Subject to applicable law, Drobo may require that You furnish proof of purchase details and/or comply with registration requirements before receiving any portion of these warranty services.

To register your product or to obtain warranty service, call or submit an online request to Drobo Support. Detailed instructions on how to contact Drobo Support and register your product are located at: <http://www.drobo.com/support/contact-support.php>. Additional details on this and other matters regarding obtaining warranty service are also available at <http://www.drobo.com/support>.

Subject to the terms and conditions herein, if a Product hardware defect arises and a valid claim is received within the applicable Warranty Period Drobo will, at its option, either: (1) repair such defect at no charge, using new or refurbished replacement parts; or (2) replace the defective Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product; or (3) refund the purchase price of the Product, provided the Product for which the refund is provided is returned to Drobo and such Product shall become Drobo's property.

### EXCLUSIONS AND LIMITATIONS

The Limited Warranty does not apply to any non-Product or any software, even if packaged or sold with Product. Manufacturers, suppliers, or publishers, other than Drobo may provide their own warranties to You, but Drobo, to the extent permitted by law, provides such manufacturer's products "as is". SOFTWARE DISTRIBUTED BY DROBO WITH OR WITHOUT THE DROBO BRAND NAME (INCLUDING, BUT NOT LIMITED TO SYSTEM SOFTWARE) IS NOT COVERED UNDER THIS LIMITED WARRANTY. REFER TO THE LICENSING AGREEMENT ACCOMPANYING THE SOFTWARE FOR DETAILS OF YOUR RIGHTS WITH RESPECT TO ITS USE.

DROBO DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. DROBO IS NOT RESPONSIBLE FOR DAMAGE ARISING FROM FAILURE TO FOLLOW INSTRUCTIONS RELATING TO THE PRODUCT'S USE AND/OR STORAGE.

In no event does this Limited Warranty apply: (a) to damage caused by use with non-Products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (b) loss passwords; (c) to damage caused by operating the Product outside the permitted or intended uses described by Drobo; (d) to damage caused by service (including upgrades and expansions) performed by a party other than an authorized representative of Drobo or a Drobo Authorized Reseller; (e) to a Product or Product part that has been modified to significantly alter functionality or capability without the written permission of Drobo; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (h) if any Drobo serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED, AND DROBO SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF DROBO CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES AND CONDITIONS SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR, REPLACEMENT OR REFUND SERVICE AS DETERMINED BY DROBO IN ITS SOLE DISCRETION. No Drobo reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. (Australia only: see note 1 below.)

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, DROBO IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH DROBO PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. (Australia only: see note 1 below.)

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. DROBO DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

#### CONSUMER PROTECTION LAWS

IF YOU ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN YOUR COUNTRY OR REGION OF PURCHASE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary by country, state or province. This Limited Warranty is governed by and construed under the laws of the country in which the product purchase took place. Drobo, the warrantor under this Limited Warranty, is identified at the end of this document according to the country or region in which the product purchase took place. (Australia only: see note 1 below.)

#### OBTAINING WARRANTY SERVICE

Product Replacement and Repair: No Product may be returned directly to Drobo without first contacting Drobo for a Return Material Authorization ("RMA") number (Australia only: see notes 2 and 3 below). If it is determined that the Product may be defective, You will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued, and/or one that does not conform to the instructions given for Product return, will be returned to You at Your expense. You are responsible for the costs incurred related to returning the Product to Drobo pursuant to the Product return instructions.

Drobo is responsible for the costs incurred related to shipping the Product back to You. In the event the Product is to be repaired or replaced, upon receipt of the Product for which You were issued an RMA in accordance with the Product return instructions, Drobo shall ship to you a

replacement Product by standard ground shipping. In the event the Product is to be repaired or replaced, if You choose to provide Your credit card information to Drobo at the time You are issued an RMA, Drobo will Advance Ship to You a replacement Product, and You agree to promptly return Your Product at issue within seven (7) days of issuance of the RMA number. In the event Drobo does not receive the Product for which You were issued an RMA within such seven (7) days, Your credit card will be charged the manufacturer's suggested retail price of the replacement Product. "Advance Ship" means if Your credit card information is received: (i) before 1 pm local time, ship the same day; or (ii) after 1 pm local time, ship the next business day.

**Technical Support:** During the Warranty Period, You, as part of this Limited Warranty coverage, are entitled to access Drobo's online help resources to address any question about the Product ("Online Help Resources"). For a period of ninety days from purchase by You ("Technical Support Access Period"), as part of this Limited Warranty coverage, if the Online Help Resources don't address the support issue, You are entitled to initiate a support request online at [www.drobo.com/support](http://www.drobo.com/support). After the Technical Support Access Period, support requests may be made at an additional fee. In response to support requests, during local business hours (of the location from which the Product was originally purchased), a Drobo representative or Drobo Authorized Reseller will help determine whether Your Product requires service and, if it does, will inform you how Drobo will provide it. Drobo or its Drobo Authorized Resellers will provide warranty service on Products that are tendered or presented for service during the Warranty Period, as permitted by law. Warranty service will be provided from the country from which the Product was originally purchased to the extent reasonably possible. Service options, parts availability and response times will vary according to country.

**Data Protection:** You should make periodic backup copies of the data and programs contained on the Product's hard drive to protect Your data and as a precaution against possible operational failures. Before You deliver your Product for warranty service it is Your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. DROBO AND ITS AUTHORIZED RESELLERS ARE NOT LIABLE FOR ANY DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR OTHER INFORMATION STORED ON ANY MEDIA, OR ANY NON-DROBO PRODUCT OR PART NOT COVERED BY THIS WARRANTY. RECOVERY AND REINSTALLATION OF SYSTEM, APPLICATION SOFTWARE, AND USER DATA ARE NOT COVERED UNDER THIS LIMITED WARRANTY.

#### DROBOCARE

You may be eligible to purchase DroboCare, a support product which enhances the standard warranty, and is available for an additional fee. Please see the DroboCare terms and conditions at <http://www.drobo.com/droboCare>.

#### GENERAL INFORMATION

The information contained herein is subject to change without notice. The only warranties for Drobo products and services are set forth in the warranty statements accompanying the products and services. Nothing herein should be construed as constituting an additional warranty. Drobo shall not be liable for technical or editorial errors or omissions contained herein.

Drobo, Inc.  
2460 North First St.  
San Jose, CA 95131 USA

#### Notes (Australia only)

The following applies if you purchased our goods in Australia and you are a consumer under the ACL:

1. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

2. If you have an enquiry or you wish to claim under this Limited Warranty, please contact: Drobo Technical Support online at: <http://www.drobo.com/support/contact-support.php>) or via:

Drobo Warranty Returns

c/o Drobo Technical Support  
2460 North First St.  
San Jose, CA 95131 USA

USA: +1 (866) 426 4280

Asia Pacific: + 65 6270 2653

Europe: Regional Telephone Numbers

(Please do NOT return equipment without first obtaining an authorization number else we may refuse your shipment.)

3. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.