

Penguin Computing Base Warranty

Dear Valued Customer,

Penguin Computing, Inc. is proud to be the service provider for your recently purchased service entitlement. This document reviews the benefits and terms associated with this entitlement. Please distribute this document to anyone that will be working with Penguin Computing support.

How to Contact Penguin Computing Support

Address: Penguin Computing
45800 Northport Loop West
Fremont, CA 94538
USA

Contact: Phone (USA): 415-954-2800
800 Number: 888-PENGUIN (888-736-4846)
Fax: 415-954-2899
E-mail: support@penguincomputing.com
Website: www.penguincomputing.com

What To Do When You Need Assistance With Penguin Hardware

Before calling the Penguin Computing helpdesk support line, which is listed above, **please have the serial number from the failed hardware available for our representative.** We use this number to verify the terms of coverage, as well as determine the component parts within your hardware. Your service entitlement requires that you allow our helpdesk to perform some amount of troubleshooting / diagnostics to determine the appropriate actions required to resolve the issue. Depending on the purchased entitlement, a field service engineer and/or parts might be dispatched to perform on-site repairs.

The following pages summarize the benefits of the entitlement and review the support process. If at any time you would like to upgrade your existing plan, or add additional features, please feel free to contact us by calling toll free: 1-888-PENGUIN (736-4846) or e-mailing us at sales@penguincomputing.com

Thank you again, we look forward to working with you.

What Your Service Contract Includes

Service Overview

Penguin Computing's standard support package (base warranty) is provided with all Penguin Computing systems. This standard package entitles you to phone, email and web portal based support for a period of 3 years from the original system ship date.

Technical Support - Contact technical support between the hours of 6:00 a.m. and 5:00 p.m. PST, Monday through Friday. After-hours telephone support is also available for customers who have purchased support packages that include 24/7 phone support.

Customer Service - Penguin Computing's customer service department is available to assist you in resolving issues regarding your order between the hours of 6:00 a.m. and 5:00 p.m. Pacific time, Monday through Friday.

Base Warranty Includes:

- 24x7 web portal access for opening new cases and tracking open cases.
- Phone support Monday through Friday, 6:00 a.m. to 5:00 p.m. PST.
- Basic installation, administration and troubleshooting of Scyld, plus qualified versions of RedHat and CentOS.
- 3 years phone-based troubleshooting for hardware problem resolution.
- 3 year return to depot repair.
- Advance replacement RMA parts, shipped 2nd business day, based on availability and subject to phone-based troubleshooting. Return shipping label included.
- 3rd party RMA assistance.

Response Times

Support requests submitted directly to the Penguin Computing support portal, or emailed to support@penguincomputing.com, will automatically be placed in the support queue and handled by the next available support technician. A case number will be issued automatically and provided in the support portal, or via automated response email (for cases opened by email).

Support requests are monitored Monday through Friday, excluding holidays, from 6 a.m. to 5 p.m. PST.

Most phone calls to support are answered immediately. Any calls that are routed to voicemail by 4:00 p.m. PST will receive a response that day. Voice mails received after business hours will receive a response the following business day.

Software Support

Software support is limited to operating system installations performed by Penguin Computing.

Re-installations are not supported unless performed using Penguin Computing installation media or procedures with the supervision of a Penguin Computing representative. Re-installation support only applies to OS / kernel versions that have been qualified by Penguin Computing.

Software support is limited to basic setup and configuration of the operating system and may not include advanced configuration of system services, RAID volumes, or other advanced system administration.

Diagnosis may require that Penguin Computing collect additional information and attempt to reproduce the error.

Only hardware provided by Penguin Computing is supported.

Technical support does not include training or assistance in system administration beyond what is necessary to resolve the initial problem.

Support does not include compatibility issues with third party hardware or software not provided by Penguin Computing.

Technical support is limited to telephone, email, and web portal correspondence and does not include on-site support unless a separate on-site support contract was purchased.

Penguin Computing is under no circumstances responsible for loss of software or data.

Warranty Repairs

After completing telephone or email based diagnosis with a Penguin Computing support representative, we may determine that your system should come in for diagnosis and repair.

Repair may take 5 to 7 business days, however additional delays are possible based on parts availability. If we are unable to reproduce the problem, and if the system successfully completes all diagnostic tests, it will be returned with a diagnosis of “no problem found.”

The system to be repaired should be shipped to Penguin Computing in its original packaging. If the original packaging is not available, packaging can be purchased from Penguin Computing. Penguin Computing will not take responsibility for shipping damages that result from the use of non-Penguin product packaging.

The system to be repaired should be sent in its original configuration. If any parts are to be removed before returning the system, for security purposes or for any other reason, please inform the support representative when the determination is made that the system should be repaired. Penguin Computing may be unable to reproduce the problem if the system is not shipped in a complete functional state or in its original configuration.

If original components are not available, Penguin Computing reserves the right to substitute other components of an equivalent or greater performance specification. This may include a larger capacity hard drive, faster CPU, or other part substitutions. This may include complete system replacement with a more recent system of the same form factor and architecture type. If Penguin Computing chooses to provide a replacement system under warranty, the warranty end date will remain the same as the warranty end date of the original system.

Customer is responsible for backing up data before sending the system in. All data will be deleted, the drives will be formatted, and the OS will be reloaded as part of the repair / test process.

RMA Part Replacement

Once a Penguin Computing support representative has determined through troubleshooting that a part should be replaced, we will initiate a Return Material Authorization (“RMA”).

Please note that adding or changing any components against the advice of a technical support representative will void the warranty of the affected system. Any sign that the

serial number on your system has been altered or tampered with will also void the warranty.

Once a technical support representative has initiated an RMA, you will be assigned an RMA number and a replacement part will ship within 2 business days (contingent on part availability). RMA parts for systems that are not covered under a NBD on-site support contract will ship 2nd business day delivery.

Any replacement product will contain instructions on how to send defective products back to Penguin Computing. Related shipping charges will be covered only within 30 days of your original system invoice.

Systems that include next day on-site service contracts are eligible for next business day delivery of replacement parts depending on parts availability.

Short delays, though not common, may occur if parts are temporarily unavailable. Repackage the component or system and mail it using the shipping provided by Customer Service. To obtain a return shipping label, please email support@penguincomputing.com. Please include your RMA # and Case # if you already have one.

Please include the RMA number and/or Case number on return packaging.

When we ship your replacement, a corresponding invoice will be issued. If you don't return the replaced part with 15 business days, the invoice will become due and payable. Once the returned part is received by Penguin, your invoice will be canceled.

Shipping Damaged (DOA) Equipment

- Penguin Computing requests end user assistance in identifying any equipment or products that have been damaged during shipment. It is important for quality control and failure reporting to distinguish shipping damage from failures after equipment has been placed into production.
- **We request that the end user performs a basic power-on test of new equipment within 30 days of receiving delivery.**
- Any new equipment that arrives damaged or inoperable may be returned directly to Penguin Computing for repair or replacement.
- Contact Penguin Computing at support@penguincomputing.com, please provide a list of system chassis serial numbers along with corresponding failure

symptoms. Penguin Computing Technical Support may request additional information in order to determine the best course of action for problem resolution.

- Penguin Computing will pay all shipping charges for the return and replacement of DOA equipment.
- Penguin Computing will also allow the option of end user replacement of failed parts that have been identified as failed through end user testing or remote testing by Penguin Computing Technical Support with end user assistance.
- Use the following troubleshooting table to test for basic or easily remedied problems resulting from shipping.

Symptom	Possible Cause	Troubleshooting
System fans turn on but server does not POST	One or more loose or failed DIMMs	Disconnect from power and carefully re-seat each DIMM
		Remove DIMMs and re-install a minimal RAM configuration (see system documentation. Add additional RAM until failed DIMMs are identified.
System POSTs but gives RAID error	Loose or failed PCI RAID card.	Power down, re-seat the RAID card, power on
		If re-seating the RAID card does not resolve the issue, contact Penguin Support for a replacement RAID card or system RMA

Limited Warranty on Solid State (SSD) Hard Drives

SSD drive manufacturers include Life Left / Wear Out indicators in their S.M.A.R.T data / diagnostic output. A positive value for the S.M.A.R.T Wear Out indicator indicates that a drive has exceeded its normal usage life span, and the drive is no longer eligible for RMA replacement by the manufacturer. Penguin Computing will also not provide warranty replacement of SSD hard drives that return a positive Wear Out S.M.A.R.T. value, or otherwise indicate (through drive manufacturer's diagnostic software, etc.) that the drive has exceeded its manufacturer-determined usage life span.

Third Party Part Replacement

Penguin Computing does not provide support for third party, non-Penguin branded hardware, including, but not limited to, UPS, KVM, network or high speed interconnect switches, external RAID, or other external storage enclosures.

Penguin Computing does not offer warranty replacement on GPU or FPGA cards, or any add-in hardware accelerator cards. Requests for RMAs for these products must be initiated with the manufacturer, and replacement or repair will be subject to the original manufacturer's terms and conditions.

Penguin Computing will assist, when possible, in initiating an RMA with third party hardware vendors on the customer's behalf.

Customer agrees to take responsibility for handling RMA issues with third party vendors directly for resolution of hardware issues with any third party, non-Penguin Computing branded hardware.

Penguin Computing Base Warranty Does Not Include The Following:

- **Direct third party product support**
- **Support for any product damaged by accident, act of nature, mishandling, shipping, incorrect installation, or abuse. This includes inadequate cooling or ventilation, improper or incorrect power, failure to follow operating instructions, or use with incompatible devices**
- **Scripting, programming, web/mail/database server implementation or configuration, kernel recompiles**
- **Training, preventative maintenance, advanced system configuration**
- **Third party software integration**

Customer Responsibilities

- **Software or data backup.** Penguin Computing is under no circumstances responsible for data loss that takes place due to hardware failure, or during return-to-depot warranty service, telephone troubleshooting, or under any other circumstances.

- **Cooperate with support representative.** Customer agrees to cooperate with and follow instructions given by Penguin Computing support staff.
- **Grant Access.** Customer agrees to grant Penguin Computing support staff access to information required in troubleshooting, including but not limited to the output from diagnostic commands, configuration files, and system logs. Customer agrees to either make this information available via email or provide Penguin Computing support staff with remote access to the system.

What To Do When You Have A Service Issue

Service Call Processing:

- **Contact Penguin Computing to open a service call.**

Phone (USA):	415-954-2800
800 Number:	888-PENGUIN (888-736-4846)
Fax:	415-954-2899
E-mail:	support@penguincomputing.com
Website:	www.penguincomputing.com

Note: If you have 24/7 support, and your need is urgent, you should contact Penguin Computing by telephone. If your call takes place after hours the call will be answered by an answering service who will take down your information and contact a support engineer. You will receive a callback as determined by the terms of your service entitlement.

- For all service calls, please be prepared to provide the account name, address, telephone number, contact name and serial number(s) of the affected equipment and a brief description of the problem. ***It is very important that you have the system serial number so our helpdesk can immediately look up your information in our database. This helps ensure a quick and accurate response from our support team.***
- Initial response time for support cases is determined by the service entitlement. A service representative will reach out to the contact listed on the case to begin case resolution.
- Our technical service representative will provide additional diagnosis, and will coordinate the dispatch of parts and on-site service technicians as appropriate for the service plan. Service calls opened after 3:00 P.M. (site's local time) will be processed on a best effort basis and may not get processed until the next business day. Penguin Computing is not responsible for delays caused by customer actions or site specifics that impact part delivery or on-site services.
- Your entitlement purchase requires that you work in good faith with our helpdesk to perform a minimum amount of troubleshooting and diagnostics as defined by the entitlement.
- Your designated contact will be informed regularly of the progress of open cases. Updates can also be obtained via our online support portal accessed from www.penguincomputing.com.
- Penguin Computing helpdesk is open Monday to Friday, 6:00 A.M. to 5:00 P.M. Pacific Standard Time. Technical service representatives are on-call for after-hours service responses.

Warranty Coverage and Limitations

The service plan purchased by you determines the services provided and the period of coverage.

If the entitlement service plan covers part replacement, it provides for the replacement of hardware components that fail due to manufacturing defects in materials and workmanship. Excluded from warranty coverage are acts of nature, such as electrical storms, floods, fire, etc., acts of war and terrorism, criminal acts, and customer damage and negligence.

Upon receipt of a service request from you, Penguin Computing's helpdesk will contact you promptly to begin diagnosis. After diagnosis has been performed, the helpdesk will coordinate the dispatch of service parts and a field engineer to your site within the terms of your service plan.

Under the terms of the service plan, you are responsible for providing our field engineers with access to the hardware in a safe, non-hazardous environment.

If spare parts have been shipped to you, shipping labels will be provided for the return of unused and defective parts after service is complete. You agree to properly package parts for return and deliver the package(s) to the selected courier for return to the appropriate address on the return shipping label. Return and packing instructions will be provided by Penguin Computing. Please contact Penguin Support at 3-5728-3575 immediately for assistance with parts return issues. Please only use packing material provided by Penguin Computing. Penguin will provide, at no cost, boxes and packing materials for RMA purposes.

You are responsible for the replacement price of parts that are not returned and for those damaged in transit due to improper packaging. If the return shipments are not received within 15 business days of the completion of the repair, you will be invoiced for the parts replacement price and an administration fee of 10% of the parts replacement price and no less than \$25. The parts delivered to your site at the initiation of service become your property after the returned parts are received or invoice paid, unencumbered by any lien, at Penguin Computing.

The limited warranties applicable to penguin computing-branded hardware product can be found at www.penguincomputing.com. Penguin Computing makes no warranties for service, software, or non-Penguin Computing branded product. Non-Penguin Computing branded products are provided by Penguin Computing "as is". Warranty and service for non-Penguin Computing branded product, if any, is provided by the original manufacturer, not by Penguin Computing. Penguin Computing makes no express warranties except those stated in Penguin Computing's applicable warranty statement in effect on the date of the invoice, packing slip or acknowledgement. Warranties and service will be effective, and Penguin Computing will be obligated to honor any such

warranties and services, only upon Penguin Computing's receipt of payment in full for the item to be warranted or serviced.

Our Standard Warranty, Terms and Conditions and Service Exhibit can be found on our website at www.penguincomputing.com. These documents govern the sale, licensing and delivery of Products and Services by Penguin Computing. The Terms of this entitlement are in addition to those found in our Standard Warranty and Terms and Conditions.