LIMITED WARRANTY

1. **Warranty**. Emulex Corporation ("Emulex") warrants to the purchaser ("Customer") that the products listed below, when purchased through authorized Emulex distribution channels, will perform in accordance with its published specifications ("Specifications") and will be free from defects in material and workmanship under normal use for a period of time from the date of shipment from Emulex as follows:

Product Type	Warranty Period
OneConnect™ Universal Converged Network Adapter (UCNA) products	3 years
LightPulse® Host Bus Adapter (HBA) and CNA Products	3 years
Fibre Channel Switch and other Box Products	1 year
Media	30 days
Cable and Kit Accessories, including all Emulex provided cables, SFPs, loopbacks, couplers, and kit accessories	90 days

2. **General Terms**. Emulex's sole obligation hereunder shall be to repair or replace products covered in the above warranties. The repaired or replaced product is warranted for the remainder of the original warranty or ninety (90) days, whichever is longer, except for Media which shall be warranted for only thirty (30) days. Emulex may replace defective products with reconditioned products. All replaced products become property of Emulex. Before Customer returns any product to Emulex for service, Customer must follow the problem determination and resolution procedures that Emulex specifies (see Returned Products below). Customer shall provide deinstallation, shipping charges for return to Emulex, and installation of the repaired or replacement product. Customer shall provide proof of purchase if requested by Emulex. All warranties stated herein are subject to change without notice.

3. **Returned Products; Non-defective Products**. Warranty claims must be received by Emulex within the applicable warranty period. During the warranty period, if the customer experiences difficulties with a product the customer shall first update the product's firmware or software, as applicable. If the problem persists and the customer is unable to resolve the problem with Emulex's Technical Support, a Return Material Authorization ("RMA") will be issued to return the product(s). The customer shall send all returned products freight prepaid with RMA number clearly visible. RMAs may be requested on the Emulex web site at www.emulex.com. Emulex, upon verification of warranty, will, at its option, repair or replace the product in question and return it to the customer, freight prepaid. In the event products returned under the provisions of this warranty are subsequently determined by Emulex to be functionally operational and in accordance with its Specifications, i.e., "No Defect Found" ("NDF"), the customer may be charged an NDF fee and the product shall be returned to the customer freight collect.

4. **Warranty Exclusions**. **Onsite services are not included as a part of these warranties.** The above warranties (a) shall not apply to expendable components such as fuses, bulbs, batteries and the like, nor to connectors and other items not part of the product and (b) do not extend to products that have been (1) subject to abuse, misuse, neglect, accident, chemical attack, extreme environmental conditions, improper installation or configuration, misapplication, improper or unauthorized use of the product, inadequate or improper maintenance, or improper media usage, (2) improperly wired, repaired, or altered by anyone other than Emulex or an authorized repair agent, (3) failure to follow Emulex's operating instructions or (4) have had their serial numbers removed, defaced or altered. Emulex shall have no obligation under this warranty for repairs necessitated in whole or in part by normal wear and tear or causes external to the product, such as, but not limited to, power failure or environmental conditions. Customer agrees to provide such subsequent purchasers conspicuous written notice of the provisions of Sections 4 and 8.

5. **Software**. For the products described herein, Emulex licenses its software pursuant to the terms of end user license agreements. Emulex software is licensed, not sold. Emulex does not warrant that software will be bug-free, error-free, compatible with third-party software, or that it will run without interruption. The terms of any software warranty are set forth in the applicable end user license agreement.

6. **Limitation of Liability**. Emulex shall have no liability to the customer, or any third party, whether in contract, tort, negligence or products liability for any claim, loss of use, business interruption, lost data, changed data, lost files, or for any indirect, special, incidental, or consequential damages of any kind or nature whatsoever arising out of or in connection with the use of or inability to use the Emulex product or the performance or operation of the Emulex software, even if Emulex has been advised of the possibility of such damages occurring.

7. **Restricted Use**. Emulex products are not designed for “critical applications”. “Critical applications” means life support systems, medical applications, commercial transportation, military device, satellite or aviation equipment, nuclear facilities or systems, or any other application where product failure could lead to injury to persons, death or catastrophic property damage. EMULEX DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF AN EMULEX PRODUCT IN ANY CRITICAL APPLICATION. IF CUSTOMER USES THE EMULEX PRODUCT IN A CRITICAL APPLICATION, CUSTOMER, NOT EMULEX, ASSUMES FULL RESPONSIBILITY FOR SUCH USE. EMULEX FURTHER RESERVES THE RIGHT TO REFUSE TO SERVICE ANY EMULEX PRODUCT USED IN A CRITICAL APPLICATION, AND ALL LIABILITY ARISING OUT OF EMULEX'S SERVICE OR REFUSAL TO SERVICE SUCH PRODUCT. Customer agrees to communicate these restrictions in writing to any subsequent purchasers or users, and agrees to defend, indemnify and hold harmless Emulex from any claims, losses, suits, judgments, and damages arising from such use.

8. **Express Warranties; Sole Remedy**. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY EMULEX. THESE EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF EMULEX FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS. Customer's sole and exclusive remedy for any breach of this Agreement, whether in contract, tort, strict liability, or otherwise, shall be Emulex's obligation to repair or replace as set forth above.

9. **Trademarks; Copyright Notice**. Emulex® and LightPulse® are registered trademarks of Emulex Corporation and OneConnect™ is a trademark of Emulex Corporation. Copyright © 2010 Emulex. All rights reserved.

10. **Choice of Law; Severability**. The laws of the State of California, without giving effect to its conflicts of laws principles, govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. If any term or condition of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, all the other terms and conditions shall survive.

11. **Entire Agreement**. Emulex may modify this Agreement from time to time. Any amendments or modifications may be provided to Customer through on-line notice. This is the complete agreement between the parties regarding the subject matter hereof, and, except as expressly permitted hereunder, may be changed only by a written agreement executed by authorized representatives of the parties.

Rev. March 23, 2010