

Important Information About Your Tape Storage Products

IMPORTANT – Register Your Product!

For your warranty to be valid, you **MUST** register your tape storage product at the Overland Technical Support website.

1. Go to the Overland Technical Support website at:
<http://support.overlandstorage.com/>

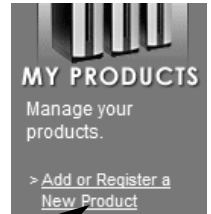
2. At the top link bar, click **Service & Support**.



3. Using the MEMBERS LOGIN fields, **log in** to the site.

NOTE: If you are not yet a member, click the SIGN UP NOW button and follow the instructions to become a member. It's free!

4. Under MY PRODUCTS, click **Add or Register a New Product** and follow the instructions.



Special Instructions and Information

Inspecting and Unpacking

Before you fully unpack your new tape storage product, be sure to inspect the carton for any signs of shipping damage. Report any such damage immediately to the shipper.

Keep the Carton

It is very important to retain the original shipping carton and packing material. Should the product need to be shipped at a later time, using anything but the original packaging will void the warranty.

Check the Product

Before you plug in your new tape storage product, make sure the product you have received is the one you ordered. The product belongs to you as soon as you remove the sticker over the electrical plug on the rear of the device. At that point, it is no longer considered "new."

Making the Right SCSI Connection

For devices that use a SCSI interface, always use a good quality SCSI interface cable to connect your tape storage product to the host computer. Using the wrong type of cable, or cabling that is excessively long, could cause unpredictable problems later, including loss of data. Please refer to the section on the SCSI interface in your Overland documentation for more information.

Terminate the SCSI Bus

Terminating the SCSI bus is critical when you are setting up high-performance tape drives. Tape storage products should be connected to a SCSI bus that is terminated either with an active terminator or one of the "Forced Perfect" types. Overland supplies an active terminator with its high-performance tape devices, other Overland products may ship with a passive terminator.

Read the Warranty

The Overland warranty statement is found inside this document. Be sure you familiarize yourself with warranty statement contents. If you have questions about the warranty, contact your primary service supplier or Overland Technical Support.

Making the Right Software Connections

If you use a software package with your Overland tape storage products other than one supplied by Overland, make sure you have all the information you need to configure your system properly. To help you configure our tape drives and libraries with popular software packages on a variety of platforms, the Overland Storage website has a large number of Application Notes available. Application Notes are downloadable from www.overlandstorage.com. Should you still require assistance, contact your reseller.

Overland Return Procedure

If your product is defective or needs to be returned to Overland for any reason, you must obtain an Return Material Authorization (RMA) number from Overland Technical Support **prior** to shipping the product. Shipments received without an RMA number or proper documentation will be returned to the customer at the customer's expense.

To obtain an RMA number, call Overland Technical Support:

- USA – (858) 571-5555
- EMEA – +44 (0) 118-9898000

You will be asked to provide the following information:

- Customer name and address
- Purchase order number
- Model and part number
- Serial number
- Reason for returning / description of failure
- Invoice and shipping address

Overland Products – Terms and Conditions of Warranty, Service, and Support

These Terms and Conditions of Warranty, Service and Support (“Terms and Conditions”) cover services provided by Overland to customers (“Customers”) who have purchased products (“Products”) from Overland Storage, Inc. (“Overland”).

Limited Warranty

Overland warrants that Overland or its designated third party service provider (“Service Provider”) will repair or exchange, at Overland's option and without charge to Customer, each Product failing to function properly under normal use during the Limited Warranty Period (the “Limited Warranty”). The “Limited Warranty Period” starts on the date of shipment from Overland or on the purchase date from an Overland authorized reseller and continues for the applicable time specified at the **Warranty Coverage and Service Options** web page or for any period during which Overland agrees to extend such Limited Warranty Period. Customer's dated sales or delivery receipt is Customer's proof of the purchase date. Customer may be required to provide proof of purchase as a condition of receiving warranty service.

Your Limited Warranty is NOT in effect until Overland receives your completed Warranty Registration via our Web Portal and it is processed by Overland. Processing may take up to 10 business days after receipt of your Warranty Registration by Overland depending upon the location of the equipment and scope of the entitlement.

The software functionality for the REO Series™ is supported with a limited warranty for ninety (90) days. Details for this “Limited Software Warranty” are located in the “Overland Storage End User License Agreement (“EULA”).”

Any Product, which authorized to be returned, must be sent prepaid, insured and packaged appropriately for safe shipment at Customer's expense. The repaired or replaced item will be shipped to Customer, at Overland's expense. All returned parts or Products become the property of Overland. Overland, at its discretion, may use new, refurbished, or reconditioned replacement parts to perform any warranty repair or replacement of its Products or provide a replacement unit of Overland's choosing that is at least equivalent to the Product in hardware performance. Overland reserves the right, at its sole discretion, to refund the purchase price instead of replacing the Product.

For Advanced Warranty Replacement material, you are obligated to return the replaced material within the stated time frame in order to maintain your Limited Warranty entitlement. Failure to compile will result in suspension of your Limited Warranty and grant Overland the right to invoice you, at current list price, for the replacement material.

Other terms and conditions relating to duration, scope and procedures of the Limited Warranty are available from an Overland Authorized Reseller and will also be provided to you when Overland receives and processes your Warranty Registration (“Expanded Warranty Coverage and Service Options”).

Upgraded Warranty Coverage and Additional Purchased Services

In addition to the Limited Warranty applicable to all Products during the Limited Warranty Period, Customer may purchase, upon payment of the applicable fees,

extended terms of the Limited Warranty Period, additional, or upgraded warranties, on-site service, and other maintenance or installation services and support all as set forth on the **Warranty Coverage and Service Options** web page (any such purchased services being referred to as the “Services”).

If Customer has purchased any Services set forth on the **Warranty Coverage and Service Options** web page, Overland or its Service Provider will provide the Services, commencing the date that Overland receives and processes your purchase order for such Services (“Service Start Date”). Processing your purchase order may take up to 10 business days after receipt of your purchase order by Overland depending upon the location of the equipment and scope of the entitlement.

Services will include mandatory engineering changes, maintenance updates, releases or upgrade versions of the Products, if any, to the Customer, but installation of recommended non-mandatory changes, updates, releases, or upgrade versions will subject Customer to additional charges.

Overland or the Service Provider will use commercially reasonable efforts to respond to Customer's request for Services within the response time set forth under the Expanded Warranty Coverage and Service Options, measured from the time Overland has determined that the Services are required.

If any purchased Services coverage was not originally provided or purchased with the Products, or if Services coverage has lapsed, Overland or the Service Provider may require an inspection of the Products before the Service Start Date and as a condition to providing the Services. Customer will bear the expense of such inspection, as well as the expense of the repair of such failure or damage.

Expanded Warranty Coverage and Service Options relating to duration, scope and procedures of the purchased Services are available from an Overland Authorized Reseller and will also be provided to you when Overland receives and processes your purchase order for such Services.

Support

If Customer receives support as set forth on the **Warranty Coverage and Service Options** web page, such support will include (a) access to the “Technical Support” section on Overland's web site at support.overlandstorage.com and (b) telephone consultations concerning the installation and use of the Products during Overland's standard business hours at the location where the support is being provided unless otherwise specified in the Expanded Warranty Coverage and Service Options. Telephone support will include initial information gathering and verification of entitlements and may include, answering product installation, configuration or usage questions; initial failure information gathering; failure isolation and identification; providing standard fixes and workarounds to known failures.

On-Site Services

If Customer receives on-site repairs and maintenance as set forth on the **Warranty Coverage and Service Options** web page, the on-site Services will be provided only at the location initially designated by Customer at the time of product registration. Services will not be provided at any other location, unless Overland agrees to such other location. If Customer wishes to relocate the Products, it will give 30-day prior, written notice to Overland and resumption of Services on such Products will be subject to Overland's consent and the payment by Customer of additional charges as determined by Overland. Additional charges according to Overland's then-current policies and pricing may also apply when the Products' location is

outside Overland's or its Service Provider's then normal service area.

For any on-site Services, Customer will provide to the personnel providing the Services, at Customer's expense and at the scheduled time and at other reasonable times and for reasonable time increments: (i) full and free access to the Products and the use of any product, attachment, documentation, software, diagnostics or other equipment necessary to provide Service; and (ii) adequate and safe working and storage space and facilities as reasonably needed by personnel providing Services, including, without limitation, adequate heat, light, ventilation and electrical current and outlets. Customer will be solely responsible to move or provide furniture, equipment, stored materials or any other objects as required while Services personnel are at Customer's premises.

Exclusions

Overland will have no obligation to provide any warranty or Services for, or may in Overland's sole discretion charge additional fees for: (a) altered or modified Products or Products from which the serial number or any warranty seal has been removed or that have been damaged or rendered defective; (b) Products that are damaged as a result of repairs by anyone other than Overland or its Service Provider, accident, misuse, abuse, or other external causes or not related to any Product error; (c) Products incorporated into other products not manufactured by Overland or that have parts or accessories that have not been provided or installed by Overland or its Service Provider; (d) Products used other than as specified in the Overland's user manual or specifications or operated outside the usage parameters stated in the user documentation; (e) expendable or consumable parts or media, wire, or cables; or (f) repainting or refinishing or relocation of the Products.

Products returned and found in good working order or covered by one of the foregoing exclusions will be subject to an additional service charge. If any unauthorized new equipment specifications, attachments, features, unauthorized or unapproved firmware or other changes are made or added to any of the Products after the Service Start Date, Overland may cancel the Service or adjust the specified charges.

Charges and Obligations

Overland will invoice and Customer will pay Overland the applicable Services fee or other charges set forth on and according to any terms listed on the Expanded Warranty Coverage and Service Options or on any applicable invoice. Services fees listed are exclusive of any taxes that may apply.

Overland may suspend or cancel Services if Customer fails to make payment or breaches any provision of these Terms and Conditions or any term or condition set forth under the Expanded Warranty Coverage and Service Options and such nonpayment is not remedied within 30 days after the original due date or such breach is not remedied within 30 days after the date of Overland's notice of the breach. **FAILURE TO RETURN ANY DEFECTIVE MATERIAL WITHIN 15 DAYS OF RECEIPT OF ITS REPLACEMENT SHALL BE CONSIDERED A BREACH AND WILL RESULT IN SUSPENSION OF THIS AGREEMENT UNTIL SUCH MATERIAL IS RETURNED OR PURCHASED.** If Overland suspends or cancels Services for Customer's failure to return Advance Warranty Replaced material or to pay Overland on the due date, then in order to reinstate or renew Services (if allowed by Overland), Customer must first pay Overland the applicable Services fee and any reinstatement charge listed under the Expanded Warranty Coverage and Service Options. No

portion of any charges for Services will be prorated or refunded to Customer in the event the Services are terminated prior to the end of the term then in effect.

Data and Privacy

IT IS CUSTOMER'S SOLE RESPONSIBILITY TO MAKE BACK-UP COPIES OF CUSTOMER'S DATA AND TO ENSURE THAT ALL OF ITS DATA AND FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. BEFORE ALLOWING SERVICE OF ANY PRODUCT, CUSTOMER MUST BACK-UP DATA AND REMOVE ANY OF CUSTOMER'S CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL BE LIABLE FOR ANY CONFIDENTIAL OR PRIVATE INFORMATION OR DATA CONTAINED IN ANY PRODUCT, HARDWARE, SOFTWARE OR MEDIA. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL HAVE ANY LIABILITY ARISING OUT OF ANY DAMAGE TO OR LOSS OF SUCH DATA WHILE THE PRODUCT IS IN OVERLAND'S OR THE SERVICE PROVIDER'S POSSESSION. OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR THE BACK-UP, SAVING, OFFLOADING, RECOVERY, RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY OVERLAND WHEN THE PRODUCT IS MANUFACTURED.

Disclaimers

OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR TECHNICAL SERVICES OF ANY SORT RELATED TO SYSTEM DESIGN OR OPERATION, PROGRAMMING OR SOFTWARE NOT SOLD BY OVERLAND. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL BE LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY CUSTOMER FOR A THIRD PARTY OR FOR ANY DAMAGE THAT OCCURS AS A RESULT OF CUSTOMER'S FAILURE TO FOLLOW THE INSTRUCTIONS THAT CAME WITH THE PRODUCT.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, OVERLAND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OVERLAND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET THE CUSTOMERS' REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. LAWS FROM TIME TO TIME IN FORCE IN THE RELEVANT MARKET MAY IMPLY WARRANTIES WHICH CANNOT BE EXCLUDED OR WHICH CAN ONLY BE EXCLUDED TO A LIMITED EXTENT. IN WHICH CASE, OVERLAND LIMITS ITS AND ITS SERVICE PROVIDER'S LIABILITY TO THE EXTENT PERMITTED BY LAW. IF OVERLAND CANNOT EXCLUDE ANY WARRANTY IMPLIED BY LAW, THIS WARRANTY SHALL BE READ AND CONSTRUED SUBJECT TO SUCH STATUTORY PROVISIONS.

Overland Storage products may be manufactured from new parts, or new and used parts. Unless specifically identified as "used" or "refurbished" all Overland Storage products shall be covered by their specific standard warranty entitlement at the time of customer purchase.

Limitations of Liability

UNDER NO CIRCUMSTANCES WILL OVERLAND, ITS SERVICE PROVIDER OR EITHER'S AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES,

WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, INCONVENIENCE, DELAY, PROFITS, USE OF MONEY OR USE OF THE OVERLAND PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA.

OVERLAND'S AND THE SERVICE PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS RELATED TO OR ARISING OUT OF THESE TERMS AND CONDITIONS FOR ANY CAUSE AND DESPITE THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, STATUTORY OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, WILL NOT EXCEED THE AMOUNT OF THE SERVICE FEES THAT CUSTOMER PAID TO OVERLAND DURING THE PARTICULAR TERM IN WHICH SUCH DAMAGE OCCURRED. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF CUSTOMER HAS ADVISED OVERLAND OR ITS SERVICE PROVIDER OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THESE TERMS AND CONDITIONS GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. CUSTOMER IS ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF CUSTOMER'S RIGHTS. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THESE TERMS AND CONDITIONS MAY NOT APPLY TO CUSTOMER.

General Terms

Neither Overland nor the Service Provider is responsible for failure to fulfill its obligations pursuant to these Terms and Conditions due to acts of God, labor disputes, shortages of parts or materials or any other causes similar or dissimilar, beyond its reasonable control.

These Terms and Conditions and the Expanded Warranty Coverage and Service Options together constitute the complete and exclusive agreement regarding the warranty and service terms and conditions of Overland branded Product. These Terms and Conditions supersede any prior agreements or representations-including representations made in Overland sales literature or advice given to Customer by Overland, an Overland authorized reseller, or an agent or employee thereof-that may have been made in connection with Customer's purchase of the Product. No change to the conditions of these Terms and Conditions is valid unless it is made in writing and signed by an authorized representative of Overland. Overland may in its sole discretion modify the Terms and Conditions at any time and from time to time. If any provision of these Terms and Conditions is held invalid by any law or regulation of any government or by any court, such invalidity will not affect the enforceability of other provisions in these Terms and Conditions.

These Terms and Conditions will be governed by the laws of the State of California. Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions will be commenced in a federal or state court in the County of San Diego, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.



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