

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. Please refer to the online product documentation at <http://www.drobo.com/support> for more details on this and other matters on obtaining warranty service.

Subject to the terms and conditions herein, if a Product hardware defect arises and a valid claim is received within the applicable Warranty Period, at its option, 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 OR 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; (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 (g) 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.

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.

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.

OBTAINING WARRANTY SERVICE

Product Replacement: No Product may be returned directly to Drobo without first contacting Drobo for a Return Material Authorization ("RMA") number. 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. 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 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.

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

LIMITED WARRANTY - EMEA

WHAT THIS DOCUMENT IS ABOUT

This document gives you additional legal protection for faulty Drobo products. It is in addition to and not in substitution for your statutory rights as a consumer against Drobo, where you bought the product direct from our online store or the retailer who you bought the product from relating to faulty or misdescribed goods or services.

Drobo's obligations over and above your normal legal rights to repair or replace faulty product are set out in this document. So please read this document carefully and keep a copy safe.

This Limited Warranty applies only to Drobo products - that means products manufactured by or for Drobo, and replacement components sold by Drobo and manufactured by or for Drobo. These can be identified because they all have the "Data Robotics" or "Drobo" name, or logo on them. In this Limited Warranty document, we call these products "Products". This Limited Warranty does not apply, for instance, to the hard drives manufactured by other companies which may be in the same package as our Product. This Limited Warranty is provided only to the original end-user purchaser of the Product, who we call "You".

IMPORTANT: You need to produce the original receipt for the Product or other proof of the original retail purchase from Drobo or one of its authorised resellers satisfactory to us in order to benefit from this Limited Warranty.

We warrant Products against defects in materials and workmanship under normal use as set out in this table:

Name of Product	Where You bought the product (for online orders, this is the delivery address)	Length of limited warranty protection ¹
All Products	In the European Union	Two years
All Products	Outside the European Union	One year

We call the period set out in the right-hand column above the "Warranty Period". If a Product hardware defect arises and a valid claim is received within the applicable Warranty Period, at our option, we will either: (1) repair such defect at no charge, using new or refurbished replacement parts; or (2) exchange 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. If we decide to refund You the purchase price, You must first provide us with proof of purchase and return the defective Product to us. Contact support to obtain a Return Material Authorization ("RMA") number. Telephone numbers and details how to submit a request online are at <http://www.drobo.com/support/contact-support.php>. You must pack the Product in appropriate protective packaging and return the unit at your own cost. The returned Product will become our property.

¹ from date of retail purchase by the original purchaser

IMPORTANT EXCLUSIONS AND LIMITATIONS

We don't manufacture the data drives on which your data and content is stored, and so we are not responsible under this Limited Warranty for any issues, including defects and performance problems, in those drives. When you return Products to us under this Limited Warranty, you must take the drives out of the Product first because problems with a drive should be dealt with under the warranty provided by its manufacturer, including where even if the drive is bought together with a Product. Please note the instruction manuals' warnings including the advice not to turn your Product off whilst data is being copied across drives (in 'relayout') as you risk losing data. **For these reasons, we do not accept any responsibility under this Limited Warranty for any data, including any lost or corrupted data, no matter how and why this may occur.**

Back-ups: 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.

The Limited Warranty does not apply to any hardware or equipment that is not a Product (see "What this document is about" above) or any software, even if packaged or sold with Product. Manufacturers, suppliers, or publishers, other than Drobo may provide their own warranties to You. **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 equipment or hardware that is not a Product (see "What this document is about" above); (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (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 in the Product; or (g) if any Drobo serial number has been removed or defaced.

No Drobo reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty on behalf of Drobo.

Consumer users

Where you have bought the Product primarily for domestic and non-commercial use, the following limitation on Drobo's liability under this Limited Warranty apply:

DROBO IS NOT RESPONSIBLE TO YOU FOR ANY BUSINESS LOSS OR DAMAGE (SUCH AS LOSS OF PROFIT) OR FOR ANY LOSS THAT IS NOT A REASONABLY FORSEEABLE CONSEQUENCE OF YOUR USE OF THE PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, TO FRAUD, AND PRODUCT LIABILITY CLAIMS WHERE PRODUCTS ARE UNSAFE.

Business users

Where you have bought the Product primarily for business use, the following limitation on Drobo's liability under this Limited Warranty apply:

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 OR REPLACEMENT SERVICE AS DETERMINED BY DROBO IN ITS SOLE DISCRETION.

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.

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.

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.

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. This warranty gives You specific legal rights, and You may also have other rights that vary by country, state or province. 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.

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If it is determined that the Product may be defective, You will be given an RMA number and instructions to return the Product. 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; for express delivery.

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 retail purchase by You (we call this ninety days the "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. After the Technical Support Access Period, support requests may be made at an additional fee available on request. In response to support requests, during local business hours, 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. 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. In accordance with applicable law, Drobo may require that You furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the online product documentation at www.drobo.com/support for more details on this and other matters on obtaining warranty service.

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GENERAL INFORMATION This limited warranty shall be, in all respects, governed by and construed under the laws of California, without regard to its conflict of laws provisions, and the parties submit to the exclusive jurisdiction of the courts of Santa Clara County, California. The information contained herein is subject to change without notice in respect of subsequent Products you may purchase. 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.

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