



## DDN SUPPORT SERVICE TERMS AND PLANS

Unless the parties have negotiated a current agreement with DataDirect Networks, Inc. that governs the terms and conditions of support services, the following shall apply to the attached quotation.

### 1. DDN SUPPORT TERMS AND CONDITIONS

**1.1 Support Services:** As set forth in this Support Services Agreement, DataDirect Networks, Inc. ("DDN") will provide support services (the "Support Services") for DDN-provided hardware ("Hardware") and software and firmware ("Software") (collectively, the "Product") to you ("Customer") as provided herein and as such Support Services are described in the Support Service Plans attached hereto (collectively, this "Agreement"). A third party (hereafter referred to as an "Authorized Representative") may provide the Support Service on behalf of DDN. This Agreement and the Customer selected Support Service Plan constitute the sole and entire agreement between DDN and Customer regarding the support of the DDN Products and supersede all prior and contemporaneous communications and agreements regarding same, all of which are merged herein.

**1.2 Pricing:** Prices for the Support Services are set forth in the applicable DDN quotation for the Customer selected Support Service Plan. Support Services prices do not include any transportation charges, national, state or local taxes, custom duties, or similar taxes and fees or other taxes and fees which DDN may be required to pay or collect upon the provision of Support Services under this Agreement. All applicable transportation charges and any applicable taxes will be listed on a DDN invoice as separate items. Customer agrees to pay for any taxes (excluding taxes on DDN's net income) or to supply an appropriate tax exemption certificate in a form satisfactory to the applicable taxing authority. All pricing is in U.S. currency.

**1.3 Payment Terms:** If DDN, in its sole discretion, decides to extend credit to Customer, payment terms for Support Service Plans shall be net thirty (30) days from the date of the corresponding DDN invoice. DDN will have the right, among other remedies, to suspend further performance under this and/or other agreements with Customer in the event Customer fails to make any payment when due. Customer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts and/or DDN's enforcement of this Agreement. If any payment owed to DDN is not paid when due, it shall bear interest, at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, from the date on which it is due until it is paid.

**1.4 Support Services Term:** The Support Services Agreement period of support ("Term") will begin based upon one of the following conditions.

The date of a specified Period Of Performance (POP) – If a specific start date is required, it must be clearly communicated on the Customer purchase order that contains the Customer selected Support Service Plan, or

In lieu of that date being specified, the Term will begin on the date of invoice for a sale that is inclusive of the Customer selected Support Service Plan.

The Support Services Agreement will remain in force during the entire purchased Term in accordance with the terms

contained in this Agreement. If either party commits a material breach, then the other party must inform the breaching party in writing and provide a reasonable opportunity to cure the breach. After such time should the breaching party fail to cure the breach, the Support Services Agreement shall terminate upon receipt of a notice of termination. Under no circumstance is DDN obligated to provide Support Services or any other remedy after a Support Services Agreement is terminated or otherwise expires.

**1.5 Rejections and Cancellations:** DDN may reject an order for Support Services at any time (even after accepting such order), either orally or in writing, without liability. Customer may not cancel an order for Support Services without DDN's prior written consent, which may be given or withheld at DDN's sole discretion.

**1.6 Limited Warranty Disclaimer:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN DDN'S LIMITED WARRANTY STATEMENT OR EULA, ALL SUPPORT SERVICES ARE PROVIDED TO CUSTOMER "AS IS," AND DDN AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE SUPPORT SERVICES AND/OR THE USE THEREOF (INCLUDING, WITHOUT LIMITATION, ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT).

**1.7 Limitations on Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DDN OR ITS AUTHORIZED REPRESENTATIVES, SUPPLIERS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS) IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SUPPORT SERVICES, OR USE OF THE PRODUCTS, EVEN IF DDN OR ANY OTHER PERSON OR ENTITY HAS BEEN ADVISED OF OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DDN'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT INVOICED TO, AND PAID BY, CUSTOMER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**1.8 Licensed Products:** Notwithstanding anything in this Agreement to the contrary, all Software is licensed (and not sold) pursuant to DDN's then current EULA (view at [http://www.ddn.com/pdfs/ddn\\_eula.pdf](http://www.ddn.com/pdfs/ddn_eula.pdf)), and the use of terms such as "sale" and "purchase" herein in connection with Software shall be understood as a reference to licensing of such Software.

**1.9 Export Restrictions:** Customer shall not export, re-export, or transfer, directly or indirectly, any Product, item, or technical data received from DDN to any country or user to which such export, re-export, or transfer is restricted by U.S. laws or regulations (or by the applicable laws or regulations of another country) without first obtaining all required governmental licenses, authorizations, certifications, and approvals.

**1.10 Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. THE PARTIES HEREBY AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS and the Uniform Computer Information Transaction Act shall not apply to this Agreement (including any attachments) or any part hereof. Both parties further agree to the exclusive jurisdiction of the courts of the State of California located in Santa Clara County with respect to any legal proceeding arising in connection with this Agreement.

**1.11 Miscellaneous:** This Agreement and any attachments hereto may only be amended by a written instrument signed by both parties. Neither party's failure to exercise any of its rights under this Agreement will be deemed a waiver or forfeiture of those rights unless such waiver or forfeiture is set forth in a written instrument that has been signed by such party. In the event that any provision of this Agreement is held by a court of law or other government agency to be void, voidable, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

Customer may not assign this Agreement in whole or in part, by operation of law or otherwise, without DDN's prior written consent, and any such purported assignment is void and of no effect. Subject to the limitations set forth herein, this Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, personal representatives, guardians, heirs and assigns.

In the event of any inconsistency between the terms and conditions of this Agreement and a related quotation for Support Services, the terms and conditions of this Agreement shall control. All typographical or clerical errors made by DDN in a related quotation or in any publication are subject to correction by DDN.

**2.0 Standard Warranty:** For full warranty terms and conditions please refer to DDN's Limited Warranty Statement located on [ddn.com](http://ddn.com) ("Limited Warranty").

**2.1 Warranty Term:** DDN provides, at no additional cost to its Customer, for Customer's initial purchase of Products: (1) a two-year limited warranty on DDN Hardware products and (2) a ninety (90) day limited warranty on DDN Software products ("Warranty Period"). Coverage under DDN's Hardware and Software warranty will commence upon delivery of the Hardware and Software.

## **2.2 DDN Service Level Objectives for Technical Incidents Covered By The Limited Warranty:**

- i. Cross-shipment of replacement parts during the first 30 days of the warranty period (referred to as the DOA period) after which the warranty terms revert to return failed parts to the DDN factory for repair or replacement at DDN. During the DOA period there is no Service Level Objective for parts onsite.
- ii. Remote Technical Support via DDN Customer Support Community 8x7x365 local time. Response Times per table below. Access to DDN mandatory software and firmware updates only, customer installed.
- iii. Hardware technical support continues for 2 years from the invoice date, Software technical support continues for ninety (90) days from the invoice date.
- iv. Root Cause and Corrective Action analysis is not included in DDN's Limited Warranty and if requested will be subject to DDN's discretion and if approved, completed with commercially reasonable effort.
- v. Access to Technical Service Bulletins

## **2.3 Limited Warranty Limitations**

- i. Software: The Limited Warranty on DDN Software does not cover third-party Software licensed to DDN for use by Customer. In the event Customer requires support in connection with third-party Software, DDN will direct Customer to such third party's support services division.
- ii. Consumables: As explained in the Limited Warranty, DDN's warranty does not cover the replacement of consumable parts, such as batteries. Replacement of consumables may be covered under the Optional Support Services Plans set forth in section 3 below.
- iii. Solid State Drives (SSDs): Each SSD has a specified lifetime metric, typically based on full daily writes. When that metric is exceeded the SSD is considered consumed (regardless of duration of installation), is no longer under warranty and will need to be replaced at the customer's cost. If an SSD fails prior to the specified lifetime metric being exceeded and within the Warranty Period, it will be deemed a normal failure and covered under the terms of the Limited Warranty.
- iv. The Limited Warranty covers hardware and software products provided they are not modified or damaged by the customer. Modifications, unless approved in advance by DDN, will void the Limited Warranty. The addition of any Software modules by anyone other than a DDN employee or DDN-Approved contractor is expressly prohibited, and will also void the Limited Warranty on the additional software modules as well as

the system (including hardware and software) in which it is installed. DDN, at its sole discretion, may elect to provide Support or Upgrades despite the existence of such additional unauthorized software modules, but may require the customer to remove such additional software prior to DDN performing any Support or Upgrade work on such products.

- v. DDN requires installation of firmware and software mandatory updates within 9 months of their release in order to properly support DDN systems. While DDN will endeavor to maximize system uptime and minimize time to resolution of any system at any supported revision, it is incumbent on the customer to be pro-active in scheduling SW/FW upgrades on a regular basis as required if the customer wishes to maximize the inherent up time and minimize the inherent time to resolution of their system. Upon customer request, DDN will provide a determination as to whether a non-mandatory upgrade is advisable. Should DDN advise against performing a non-mandatory upgrade, the customer still has the option of engaging DDN for a fee to plan and perform the upgrade. Should the customer decide to perform the upgrade without DDN assistance, then the customer assumes all liability and any issues or incidents resulting from that upgrade will not be covered by either warranty or support contract.

**3.0 Optional Support Services Plans:** DDN offers the following optional Support Services Plans for Hardware and Software. The Customer may choose to purchase one of these plans to enhance the level of support received under Limited Warranty terms.

### 3.1 Support Plans

**Entry Self Maintenance Plan (Part Number SUP-ENPO-x):** This Hardware support plan is sold on a per-system and per-year term basis and includes the following features:

- i. Cross-ship of replacement parts – parts will ship the next business day (NBS) after determination of need for replacement parts through the means designated by DDN and will generally be received onsite at the customer location within 2 to 5 business days.
- ii. Shipment is subject to a 2pm local time cutoff and may be impacted by local holidays, import delays and other situations outside of DDN's direct control.
- iii. Not all support options are available in all locations; please verify desired capabilities with DDN prior to placing an order.
- iv. Parts onsite Service Level Objectives (SLOs) begin at the time of DDN's determination of fault.
- v. Non-Standard Parts (NSP) may not be stocked in local DDN spares stocking locations. SLO for NSPs are on a commercially reasonable efforts basis. DDN determines what a standard versus non-standard part is.
- vi. Customer is responsible for replacing all failed components – Customer Replaceable Units (CRUs) and Field Replaceable Units (FRUs). If DDN onsite support is desired it can be made available on a time and materials basis. Failed components must be returned to DDN at a DDN specified location as soon as practical (no later than 30 days from receipt of the replacement part) or be subject to invoice.
- vii. 24x7x365 Front line technical support via DDN Customer Support Community. Response Times per table below. Updates on an as needed basis. Response SLO is measured from initial contact to first technical DDN contact. Time to Resolution on a best efforts basis.
- viii. System Software technical support – excludes file system and non-system software (must be purchased separately).
- ix. Access to Technical Service Bulletins.
- x. Excludes consumables such as batteries (items available for purchase) - please see the SSD limitation in 3.2 General Services Support Plan Limitations.
- xi. Root Cause and Corrective Action analysis is not included in this support level and if requested will be subject to DDN's discretion and if approved, completed with commercially reasonable effort.
- xii. Legacy Entry Self Maintenance Plan
  - SUPL6-ENPO-x is designed for systems 6 years old or older and carries the same SLOs as above with the following exceptions.
    - SUPL6-ENPO-x coverage begins 1<sup>st</sup> day of the 6<sup>th</sup> year of support, or the 6<sup>th</sup> year from original sale
    - This level of support is not available for S2A6620, S2A9900 and WOS6000 – please see Basic Parts Only Maintenance Plan, Basic Onsite Support Plan or Premium Onsite Support Plan for options for

these platforms.

**Basic Parts Only Maintenance Plan (Part Number SUP-BSPO-x):** This Hardware and Software support plan is sold on a per-system and per-year term basis and includes the following features:

- i. Cross-ship of replacement parts will be received onsite at the customer location by the next business day after determination of need for replacement parts through the means designated by DDN.
- ii. Shipment is subject to a 2pm local time cutoff and may be impacted by local holidays, import delays and other situations outside of DDN's direct control.
- iii. Not all support options are available in all locations; please verify desired capabilities with DDN prior to placing an order.
- iv. Parts onsite Service Level Objectives (SLOs) begin at the time of DDN's determination of the need to provide a replacement part.
- v. Non-Standard Parts (NSP) may not be stocked in DDN spares stocking locations. SLO for NSPs are on a commercially reasonable efforts basis. DDN determines what a standard versus non-standard part is.
- vi. Customer is responsible and able to replace all components in the covered system.
- vii. Failed units must be returned as soon as practical (no later than 30 days from receipt of the replacement part) or be subject to invoice.
- viii. 24x7x365 front line technical support is available via DDN Customer Support Community. Response Times per table below. Updates on an as needed basis. Response SLO is measured from initial contact to first technical DDN contact. Time to Resolution on a best efforts basis. Updates to the Customer Support Community for open customer support cases on an as needed basis. Communication at least every 48 hours (excludes weekends and Holidays).
- ix. System Software technical support – excludes file system and non-system software (must be purchased separately)
- x. Access to Technical Service Bulletins
- xi. Excludes consumables such as batteries (items available for purchase) - please see the SSD limitation in 3.2 General Services Support Plan Limitations.
- xii. Root Cause and Corrective Action analysis is not included in this support level and if requested will be subject to DDN's discretion and if approved, completed with commercially reasonable effort.
- xiii. Legacy Basic Parts Only Maintenance Plan
  - SUPL6-BSPO-x is designed for systems 6 years old or older and carries the same SLOs as listed above
    - SUPL6-BSPO-x coverage begins 1<sup>st</sup> day of the 6<sup>th</sup> year of support, or the 6<sup>th</sup> year from original sale
  - SUPLS2AW6-PO-1 is specifically for S2A6620, S2A9900 and WOS6000 platforms and carries the same SLOs as listed above with the following exception
    - Remote technical support response and parts onsite SLOs are reduced to commercially reasonable effort

**Basic Onsite Support Plan (Part Number SUP-BSOS-x):** This Hardware support plan is sold on a per-system and per-year term basis and includes the following features:

- i. Cross-ship of replacement parts will be received onsite at the customer location by the next business day after determination of need for replacement parts through the means designated by DDN.
- ii. Shipment is subject to a 2pm local time cutoff and may be impacted by local holidays, import delays and other situations outside of DDN's direct control.
- iii. Not all support options are available in all locations; please verify desired capabilities with DDN prior to placing an order.
- iv. Parts and labor onsite Service Level Objectives (SLOs) begin at the time of DDN's determination of the need to provide a replacement part and onsite labor if applicable under the terms of this Support plan.
- v. Non-Standard Parts (NSP) may not be stocked in DDN spares stocking locations. SLO for NSPs are on a commercially reasonable efforts basis. DDN determines what a standard versus non-standard part is.
- vi. Customer is responsible for replacing all CRUs which include disks, power supplies, fans and batteries. DDN will dispatch a DDN qualified Engineer to replace FRUs. CRUs and FRUs are defined solely

- by DDN.
- vii. Failed units must be returned as soon as practical (no later than 30 days from receipt of the replacement part) or be subject to invoice.
  - viii. 24x7x365 front line technical support is available via DDN Customer Support Community. Response Times per table below. Updates on an as needed basis. Response SLO is measured from initial contact to first technical DDN contact. Time to Resolution on a best efforts basis. Updates to the Customer Support Community for open customer support cases on an as needed basis. Communication at least every 48 hours (excludes weekends and Holidays).
  - ix. System Software technical support – excludes file system and non-system software (must be purchased separately)
  - x. Access to Technical Service Bulletins
  - xi. Excludes consumables such as batteries (items available for purchase) - please see the SSD limitation in 3.2 General Services Support Plan Limitations.
  - xii. Root Cause and Corrective Action analysis is not included in this support level and if requested will be subject to DDN's discretion and if approved, completed with commercially reasonable effort.
  - xiii. Legacy Basic Onsite Support Plan
    - SUPL6-BSOS-x is designed for systems 6 years old or older and carries the same SLOs as above
      - SUPL6-BSOS-x coverage begins 1<sup>st</sup> day of the 6<sup>th</sup> year of support, or the 6<sup>th</sup> year from original sale
    - SUPLS2AW6-BOS-1 is specifically for S2A6620, S2A9900 and WOS6000 platforms and carries the same SLOs as listed above with the following exception
      - Remote technical support response, parts onsite and labor onsite SLOs are reduced to commercially reasonable effort

**Premium Support Plan (Part Number SUP-PROS-x):** This Hardware and Software support plan is sold on a per-system and per-year term basis and includes the following features:

- i. Cross-ship of replacement parts will be received onsite at the customer location by the next business day after determination of need for replacement parts through the means designated by DDN.
- ii. Shipment is subject to a 2pm local time cutoff and may be impacted by local holidays, import delays and other situations outside of DDN's direct control.
- iii. Not all support options are available in all locations; please verify desired capabilities with DDN prior to placing an order.
- iv. Parts and labor onsite Service Level Objectives (SLOs) begin at the time of DDN's determination of the need to provide a replacement part and onsite labor if applicable under the terms of this Support plan.
- v. Non-Standard Parts (NSP) may not be stocked in DDN spares stocking locations. SLO for NSPs are on a commercially reasonable efforts basis. DDN determines what a standard versus non-standard part is.
- vi. DDN will dispatch a DDN-qualified Engineer to replace any failed component.
- vii. Failed units must be returned as soon as practical (no later than 30 days from receipt of the replacement part) or be subject to invoice.
- viii. 24x7x365 Front line technical support via DDN Customer Support Community, email and or phone. Response Times per table below. Updates on an as needed basis. Response SLO is measured from initial contact to first technical DDN contact. Time to Resolution on a best efforts basis. Updates for open customer support cases on an as needed basis. Communication at least every 48 hours (excludes weekends and holidays).
- ix. System Software technical support – excludes file system and non-system software (must be purchased separately)
- x. Access to Technical Service Bulletins
- xi. Includes replacement of consumables such as batteries (please see the SSD limitation in 3.2 General Services Support Plan Limitations).
- xii. If requested, DDN will endeavor to provide Root Cause and Corrective Action within 30 days of resolution or receipt of failed component, whichever is later.
- xiii. Legacy Premium Support Plan
  - SUPL6-PROS-x is designed for systems 6 years old or older and carries the same SLOs as above

- SUPL6-PROS-x coverage begins 1<sup>st</sup> day of the 6<sup>th</sup> year of support, or the 6<sup>th</sup> year from original sale
- SUPLS2AW6-OS-1 is specifically for S2A6620, S2A9900 and WOS6000 platforms and carries the same SLOs as listed above with the following exception
  - Remote technical support response, parts onsite and labor onsite SLOs are reduced to commercially reasonable effort

**Mission Critical Support Plan (Part Number SUP-MCOS-x):** This Hardware support plan is sold on a per-system and per-year term basis and includes the following features:

- i. Cross-ship of replacement parts will be received onsite at the customer location within 4 hours of determination by DDN Technical Support of the need for replacement parts through the means designated by DDN.
- ii. Not all support options are available in all locations; please verify desired capabilities with DDN prior to placing an order.
- iii. Parts and labor onsite Service Level Objectives (SLOs) begin at the time of DDN's determination of the need to provide a replacement part and onsite labor if applicable under the terms of this Support plan.
- iv. Non-Standard Parts (NSP) may not be stocked in DDN spares stocking locations. SLO for NSPs are on a commercially reasonable efforts basis. DDN determines what a standard versus non-standard part is.
- v. DDN will dispatch a DDN-qualified Engineer to replace any failed component.
- vi. Failed units must be returned as soon as practical (no later than 30 days from receipt of the replacement part) or be subject to invoice.
- vii. 24x7x365 front line technical support via DDN Customer Support Community, email and or phone. Response Times per table below. Updates on an as needed basis. Response SLO is measured from initial contact to first technical DDN contact. Elevation SLO to Level 1 Support if needed within 90 minutes. Elevation SLO to Level 2 Support, if needed, within 4 hours. Time to Resolution on a best efforts basis. Updates for open customer support cases on an as needed basis but at least every 48 hours.
- viii. System Software technical support – excludes file system and non-system software (must be purchased separately)
- ix. One (1) Health Assessment included. The health assessment is a remote analysis of the condition of the system under Mission Critical support. If there are any recommendations that come from the assessment, you will be notified.
- x. Access to Technical Service Bulletins
- xi. Includes replacement of consumables such as batteries (please see the SSD limitation in 3.2 General Services Support Plan Limitations).
- xii. If requested, DDN will endeavor to provide Root Cause and Corrective Action within 30 days of resolution or receipt of failed component, whichever is later.
- xiii. Legacy Premium Support Plan
  - SUPL6-PROS-x is designed for systems 6 years old or older and carries the same SLOs as above with the following exceptions
    - SUPL6MCOS-x coverage begins 1<sup>st</sup> day of the 6<sup>th</sup> year of support, or the 6<sup>th</sup> year from original sale

This level of support is not available for S2A6620, S2A9900 and WOS6000 – please see Basic Parts Only Maintenance Plan, Basic Onsite Support Plan or Premium Onsite Support Plan for options for these platforms.

**Legacy End of Support Life Hardware Support (Part Number SUPLS2AW6-PO-1; SUPLS2AW6-BOS-1; and, SUPLS2AW6-OS-1)):**

These Hardware support plans are sold on a per-system and per-term basis and is designed specifically for systems that have reached or are about to reach End Of Support Life (EOSL) and include the following features:

- i. Not all support options are available in all locations; please verify desired capabilities with DDN prior to placing an order.
- ii. The SLO for cross-shipment of replacement parts will be based on a reasonable commercial effort, there is no specific time-based SLO committed
- iii. Non-Standard Parts (NSP) may not be stocked in DDN spares stocking locations. SLO for NSPs are on

- iv. a commercially reasonable efforts basis. DDN determines what a standard versus non-standard part is. Failed units must be returned as soon as practical (no later than 30 days from receipt of the replacement part) or be subject to invoice.
- v. 24x7x365 front line technical support via DDN Customer Support Community, email and or phone. The SLO for remote technical response is reasonable commercial effort, there is no specific time-based SLO committed
- vi. Updates to firmware or software are on an as needed basis only as determined solely by DDN Technical Support
- vii. Access to Technical Service Bulletins
- viii. Excludes replacement of consumables such as batteries (please see the SSD limitation in 3.2 General Services Support Plan Limitations).
- ix. DDN will not provide Root Cause and Corrective Action
- x. DDN will dispatch a DDN-qualified Engineer to replace any failed component if the support level purchased includes this service. Note: SLO for onsite support is reasonable commercial effort, there is no specific time-based SLO committed

Note: Because of the nature of this offering relating specifically to product that is near or past its end of support life, there could be component shortages that cause long durations between identification of an issue and resolution. By purchasing this level of support you, as the customer, acknowledge this.

**Software Support - Basic Support Plan (Part Number SUPSB-xxxx-x):** This Software support plan is sold on a per-installation and per-year term basis and includes 7x24x365 telephone/email technical support

- i. 24x7x365 remote support - telephone, email and web portal
- ii. Initial Severity 1 response SLO is 4 hours
- iii. Access to Technical Service Bulletins
- iv. DDN upgrades deemed as required are available at no charge provided the customer has not made updates to the Software or loaded additional Software modules to the system without DDN's expressed written approval. Adding such additional Software may void the warranty. DDN may require that the customer remove such additional software modules prior to DDN performing any work on these systems
- v. All upgrades are customer installed.

**Software Support - Premium Support Plan (Part Number SUPSP-xxxx-x):** This Software support plan is sold on a per-installation and per-year term basis and includes 7x24x365 telephone/email technical support

- i. 24x7x365 remote support - telephone, email and web portal
- ii. Initial Severity 1 response SLO is 1 hour.
- iii. Access to Technical Service Bulletins
- iv. Remedial upgrades are available at no charge provided the customer has not made updates to the Software or loaded additional Software modules to the system without DDN's expressed written approval. Adding such additional Software may void the warranty. DDN may require that the customer remove such additional software modules prior to DDN performing any work on these systems
- v. Upgrades can be either customer installed or DDN installed via remote access

**Software Support - Mission Critical Support Plan (Part Number SUPSM-xxxx-x):** This Software support plan is sold on a per-installation and per-year term basis and includes the following features:

- i. 24x7x365 remote support - telephone, email and web portal
- ii. Initial Severity 1 response SLO is 30 minutes.
- iii. Access to Technical Service Bulletins
- iv. Remedial upgrades are available at no charge provided the customer has not made updates to the Software or loaded additional Software modules to the system without DDN's expressed written approval. Adding such additional Software may void the warranty. DDN may require that the customer



remove such additional software modules prior to DDN performing any work on these systems

- v. Upgrades can be either customer installed or DDN installed via remote access

**GRIDScaler Software Support ONLY for Customers with Customer Provided Spectrum Scale- Basic Support Plan (Part Number SUPSB-GS-SCO-x):** This Software support plan is sold on a per-installation and per-year term basis and includes 7x24x365 telephone/email technical support

- i. Customer must own valid license and support for Spectrum Scale or GPFS file system
- ii. 24x7x365 remote support - telephone, email and web portal
- iii. Access to Technical Service Bulletins
- iv. DDN GRIDScaler upgrades deemed as required are available at no charge provided the customer has not made updates to the Software or loaded additional Software modules to the system without DDN's expressed written approval. Adding such additional Software may void the warranty. DDN may require that the customer remove such additional software modules prior to DDN performing any work on these systems
- v. Any Spectrum Scale or GPFS file systems upgrades must come from original manufacturer
- vi. All upgrades are customer installed.
- vii. In the event it becomes necessary to work with IBM in order to resolve a technical issue, DDN Technical Support will open an IBM PMR which requires DDN to act on the license-holder's behalf.

**GRIDScaler Software Support ONLY for Customers with Customer Provided Spectrum Scale- Premium Support Plan (Part Number SUPSP-GS-SCO-x):** This Software support plan is sold on a per-installation and per-year term basis and includes 7x24x365 telephone/email technical support

- i. Customer must own valid license and support for Spectrum Scale or GPFS file system
- ii. 24x7x365 remote support - telephone, email and web portal
- iii. Initial Severity 1 response SLO is 1 hour.
- iv. Access to Technical Service Bulletins
- v. Remedial upgrades are available at no charge provided the customer has not made updates to the Software or loaded additional Software modules to the system without DDN's expressed written approval. Adding such additional Software may void the warranty. DDN may require that the customer remove such additional software modules prior to DDN performing any work on these systems
- vi. Any Spectrum Scale or GPFS file systems upgrades must come from original manufacturer
- vii. Upgrades can be either customer installed or DDN installed via remote access
- viii. In the event it becomes necessary to work with IBM in order to resolve a technical issue, DDN Technical Support will open an IBM PMR which requires DDN to act on the license-holder's behalf.

**GRIDScaler Software Support ONLY for Customers with Customer Provided Spectrum Scale- Critical Support Plan (Part Number SUPSM-GS-SCO-x):** This Software support plan is sold on a per-installation and per-year term basis and includes the following features:

- i. Customer must own valid license and support for Spectrum Scale or GPFS file system
- ii. 24x7x365 remote support - telephone, email and web portal
- iii. Initial Severity 1 response SLO is 30 minutes.
- iv. Access to Technical Service Bulletins
- v. Remedial upgrades are available at no charge provided the customer has not made updates to the Software or loaded additional Software modules to the system without DDN's expressed written approval. Adding such additional Software may void the warranty. DDN may require that the customer remove such additional software modules prior to DDN performing any work on these systems
- vi. Any Spectrum Scale or GPFS file systems upgrades must come from original manufacturer
- vii. Upgrades can be either customer installed or DDN installed via remote access
- viii. In the event it becomes necessary to work with IBM in order to resolve a technical issue, DDN Technical Support will open an IBM PMR which requires DDN to act on the license-holder's behalf.

**Non-Returnable Drive Policy (Part Number SUPPORT-BH-DMR):** This additional Support offering is designed to permit the retention of hard disk and SSD drives for security purposes

- i. Requires completion of the DDN Verification of Destruction Form including all serial numbers
- ii. Requires the top plate of the retained drives to be removed and returned to DDN, or alternately, a photocopy of each removed top plate and transmitted to DDN

### Summary of Support Options

Support Option	Warranty	Hardware			Software			
	Entry Parts Only SUP-ENPO-x	Basic Parts Only SUP-BSPO-x	Basic Onsite SUP-BSOS-x	Premium SUP-PROS-x	Mission Critical SUP-MCOS-x	Basic Software SUPSB-xxxx-x	Premium Software SUPSP-xxxx-x	Critical Software SUPSM-xxxx-x
<b>Technical Support Availability</b>	8 x 7 x 365 Via DDN Customer Support Portal Only	24 x 7 x 365 Via DDN Customer Support Portal Only	24 x 7 x 365 Via Phone, Email or DDN Customer Support Portal	24 x 7 x 365 Via Phone, Email or DDN Customer Support Portal	24 x 7 x 365 Via Phone, Email or DDN Customer Support Portal	24 x 7 x 365 Via Phone, Email or DDN Customer Support Portal	24 x 7 x 365 Via Phone, Email or DDN Customer Support Portal	24 x 7 x 365 Via Phone, Email or DDN Customer Support Portal
<b>Technical Support Response Objectives</b>								
Severity 1	24 Hours	12 hours	4 Hours	4 Hours	1 Hour	30 Minutes	4 Hours	1 Hour
Severity 2	48 hours	16 Hours	8 Hours	8 Hours	3 Hours	1 Hour	8 Hours	3 Hours
Severity 3	Commercially Reasonable Effort	Commercially Reasonable Effort	24 Hours	24 Hours	6 Hours	2 Hours	24 Hours	6 Hours
Severity 4	Commercially Reasonable Effort	Commercially Reasonable Effort	48 Hours	48 Hours	24 Hours	4 Hours	48 Hours	24 Hours
<b>Parts Onsite Response Objectives</b>								
	30-day DOA advanced shipment - no SLO; there after return to factory for repair or replacement	Spares shipment NBD; parts onsite normally between 2 and 5 days depending on location	Next Business Day	Next Business Day	Next Business Day	4-Hours	Not Applicable	Not Applicable
<b>Engineer Onsite Response Objectives</b>								
	No provision for onsite labor. If desired an onsite Engineer can be scheduled for an additional fee	No provision for onsite labor. If desired an onsite Engineer can be scheduled for an additional fee	No provision for onsite labor. If desired an onsite Engineer can be scheduled for an additional fee	CRU Replacement Customer Replaces CRUs  FRU Replacement Field Engineer Onsite NBD	Field Engineer Onsite NBD	Field Engineer Onsite in 4-Hours	Software Support is remote - No onsite provision; if desired an onsite Engineer can be scheduled for an additional fee	Software Support is remote - No onsite provision; if desired an onsite Engineer can be scheduled for an additional fee
<b>Health Check Included</b>								
	Not included but available for an additional fee	Not included but available for an additional fee	Not included but available for an additional fee	Annual health check included at customer request	Annual health check included at customer request	Annual health check included	Not included but available for an additional fee	Not included but available for an additional fee
<b>Online Support Tools</b>								
	Access to DDN Customer Support Community Portal and Knowledge Base	Access to DDN Customer Support Community Portal and Knowledge Base	Access to DDN Customer Support Community Portal and Knowledge Base	Access to DDN Customer Support Community Portal and Knowledge Base	Access to DDN Customer Support Community Portal and Knowledge Base	Access to DDN Customer Support Community Portal and Knowledge Base	Access to DDN Customer Support Community Portal and Knowledge Base	Access to DDN Customer Support Community Portal and Knowledge Base
<b>SW/FW Upgrades</b>								
	Access to DDN mandatory upgrades only; customer installed	Access to DDN mandatory upgrades only; customer installed	Access to DDN mandatory upgrades only; customer installed	Access to all upgrades - customer installed	Access to all upgrades; either customer installed or DDN remotely installed	Access to all upgrades; either customer installed or DDN remotely installed	Access to DDN mandatory upgrades only; customer installed	Access to all upgrades; either customer installed or DDN remotely installed
<b>Consumables Included (with the exception of SSDs)</b>								
	No	No	No	No	Yes	Yes	Not Applicable	Not Applicable
<b>Non-Returnable Disk Option</b>								
	Yes	Yes	Yes	Yes	Yes	Yes	Not Applicable	Not Applicable

Table 1 – Support Plan Options and SLOs

### 3.2 General Support Services Plan Limitations

- i. Support pricing is quote based only valid for the period of support related to the quote. All support prices are subject to change when support is renewed. Be certain that any renewal budgeting is based on a current quote from your DDN account team. DDN is not obligated to honor any pricing from expired or prior quotes.”
- ii. Software: DDN’s Software Support offerings for DDN Software do not cover third-party Software licensed to DDN for use by Customer. In the event Customer requires support in connection with third-party Software, DDN will direct Customer to such third party’s support services division.
- iii. Solid State Drives (SSDs): Each SSD has a specified lifetime metric, typically based on full daily writes. When that metric is exceeded the SSD is considered consumed (regardless of duration of installation), is no longer under warranty and will need to be replaced at the customer’s cost. If an SSD fails prior to the specified lifetime metric being exceeded and within the DDN Support Services Agreement Term, it will be deemed a normal failure and covered under the terms of the DDN Support Services Agreement.
- iv. DDN’s Support Services Agreements cover hardware and software products provided they are not modified or damaged by the customer. Modifications, unless approved in advance by DDN, will void the Support Services Agreement. The addition of any Software modules by anyone other than a DDN employee or DDN-Approved contractor is expressly prohibited, and will also void the Support Services

Agreement on the additional software modules as well as the system (including hardware and software) in which it is installed. DDN, at its sole discretion, may elect to provide Support or Upgrades despite the existence of such additional unauthorized software modules, but may require the customer to remove such additional software prior to DDN performing any Support or Upgrade work on such products.

- v. DDN will use new, refurbished or remanufactured products in the fulfillment of any support contract. DDN reserves the right to substitute components of equal or better functionality should original components become unavailable.
- vi. DDN requires installation of firmware and software mandatory updates within 9 months of their release in order to properly support DDN systems. While DDN will endeavor to maximize system uptime and minimize time to resolution of any system at any supported revision, it is incumbent on the customer to be pro-active in scheduling SW/FW upgrades on a regular basis as required if the customer wishes to maximize the inherent up time and minimize the inherent time to resolution of their system. Upon customer request, DDN will provide a determination as to whether a non-mandatory upgrade is advisable. Should DDN advise against performing a non-mandatory upgrade, the customer still has the option of engaging DDN for a fee to plan and perform the upgrade. Should the customer decide to perform the upgrade without DDN assistance, then the customer assumes all liability and any issues or incidents resulting from that upgrade will not be covered by either warranty or support contract.
- vii. Onsite SLO is defined as follows:
  - a. Next Business Day (NBD): the onsite technician will arrive between 8am and 5 pm on the next business day following the day of determination of need; excluding holidays. Any requirement to schedule onsite labor will require a mutually acceptable time which may extend past NBD. If this situation arises it is not considered a missed Service Level Objective (SLO).
  - b. 4-Hour: the onsite technician will arrive within 4 hours of determination of need. Any requirement to schedule onsite labor will require a mutually acceptable time which may extend past the 4hHour target. If this situation arises it is not considered a missed Service Level Objective (SLO).
- viii. Battery SLO Restrictions – Because of the nature of battery storage – batteries have a finite life span - all battery replacements will come from a location of DDN's choosing that has sufficient control over the expected life span of the battery to help assure the longest possible life. Because of this there will be no SLOs on any battery replacement regardless of support level purchased.
- ix. The onsite labor support component of select DDN support plans provides for a trained technician to arrive onsite, at the location of the system, for the sole purpose of replacing failed components. Any other requests for onsite support are granted solely at the discretion of DDN and may be considered chargeable professional services engagements.
- x. All requests for support that are not covered by either a Support Plan or Standard Warranty will be handled on a best efforts basis and will be subject to time and materials charges.
- xi. Support contracts may be offered for products sold by DDN that are branded products of a 3rd party. 3rd party products may be subject to the SLOs of the manufacturer of such products. Support may be provided by either DDN or by the 3rd party manufacturer at DDN's discretion. 3rd party products are warranted by their original manufacturer and are governed by the original manufacturer's terms and conditions.
- xii. Risk of loss while the parts are in the care, custody and control of the Customer shall be with the customer. Should there be damage to, loss of or failure to return replaced parts within 30 business days, Customer may be invoiced for the value of the part. Failure to pay may result in the suspension of support until resolution.
- xiii. For the first 30 days after installation, any component failure shall be deemed to be a Dead-on-Arrival (DoA) or Early Life Failure (ELF). At the customer discretion DDN shall replace such part failures with factory new components from DDN's manufacturing facility or Equivalent to New (ETN) components from DDN's field depots. If the customer chooses the former approach, then the NBD or 4 hour parts delivery SLOs are not applicable. Delivery of replacement components will be on a best efforts basis direction from DDN's manufacturing facility.
- xiv. For onsite support offerings sold to sites that require special or specific security clearances, Engineer Onsite Response Objectives for all labor onsite offerings are superseded and all onsite engagements must be scheduled.

**3.3 Error Classification.** DDN will respond to Customer's Error notifications within the Response Times identified in Section 3.0 below. Reported errors will be classified into one of the following categories:

*Severity 1:* The Product is down or not operational, meaning there is no access to Customer data. Impact on customer operations is critical and requires immediate resolution. Support personnel may require continuous availability of Customer contact until circumvention or resolution is provided.

*Severity 2:* If Product is operational with partial access to Customer data is partial or intermittent. The resulting restrictions on product functionality have a major impact on Customer operations.

*Severity 3:* The Product is operational but with functional limitations or restrictions. The impact to overall Customer operations is not critical or major.

*Severity 4:* Issues with little or no immediate impact on Customer operations. General questions about product use, implementation, or performance tuning are included in this category, as are product feature enhancement requests.

### **3.4 Correction of Errors:**

- i. DDN shall provide commercially reasonable efforts to correct documented reproducible errors appearing through use of the Product in accordance with applicable user documentation and Product manuals, provided, however, that such errors in any Product have not been introduced through modifications made by Customer or third party products. Such support, with respect to a given Product error, will be provided after DDN receives a request from Customer either verbally (via a telephone call) or in writing (via email, DDN Internet web site, facsimile or via courier supports) from Customer on DDN provided forms. DDN reserves the sole right to modify the form, from time to time, and provide copies to Customer. DDN will use either new or refurbished components in the resolution of incidents requiring component replacement.
- ii. DDN shall respond to the appropriate severity category as follows:
  - If the problem is categorized by DDN as Severity 1 or Severity 2, DDN will attempt to issue a temporary modification or work-around. If a temporary modification is not possible, and the problem is not resolved by the replaced Hardware or later version of Software, DDN will provide a Software update correction or expedite its next scheduled maintenance release of the Software.
  - If the problem is categorized by DDN as Severity 3 or Severity 4, DDN will attempt to issue a temporary modification or work-around. If a temporary modification is not possible, and the problem is not resolved by the replaced Hardware or later version of Software, DDN shall use reasonable commercial effort to provide the solution as either a Software update correction or as part of a maintenance release of the Software.

### **4.0 Software Updates:**

- i. Software Updates. During the applicable Warranty or Support Period, DDN shall provide periodic software maintenance releases (each, an "Update"). "Update" means a release of the Software program that shall generally be designated by a new version number that has changed from the prior number (example 2.1 to 2.2).
- ii. Form of Updates. DDN reserves the sole right to provide any particular Update in one of three forms depending on the nature, size, scope and impact. The three forms are:
  - Field Support Bulletins. Written advisory form; may have suggested modifications to the Storage Solution in written form.
  - Software/Firmware Modifications. Machine-readable modifications to the Software program with revision levels clearly identified.
  - New Software Modules. Machine-readable portions of the Software program versions with revision levels clearly identified.
- iii. DDN requires installation of firmware and software mandatory updates within 9 months of their release in order to properly support DDN systems. While DDN will endeavor to maximize system uptime and minimize time to resolution of any system at any supported revision, it is incumbent on the customer to be pro-active in scheduling SW/FW upgrades on a regular basis as required if the customer wishes to

maximize the inherent up time and minimize the inherent time to resolution of their system. Upon customer request, DDN will provide a determination as to whether a non-mandatory upgrade is advisable. Should DDN advise against performing a non-mandatory upgrade, the customer still has the option of engaging DDN for a fee to plan and perform the upgrade. Should the customer decide to perform the upgrade without DDN assistance, then the customer assumes all liability and any issues or incidents resulting from that upgrade will not be covered by either warranty or support contract.

**5.0 License Grants to Updates:** Any rights and obligations of Customer to the Software Updates shall extend to maintenance releases of the Software upon delivery from DDN to Customer and subject to DDN's then current EULA.

#### **6.0 Period of Support and Renewal:**

- i. DDN will support the Customer under the purchased Support Plan Option on a per system and per-year fee basis and for Software support shall be priced based on the Software licensing conditions. Customer shall be notified on or before sixty (60) days prior to the expiration of any applicable Warranty Period or Support Plan Option period that Support Services may be renewed for a specified fee ("Renewal Offer"). Unless a written notice of renewal (in the form of a Customer purchase order) is received within said 60-day time frame, DDN shall cease providing Support Services on the day following the expiration date of the Support Services Agreement.
- ii. In the event that Customer wishes to reinstate coverage at a later date after a non-renewal, the Support may be renewed at DDN's then-current rates for such Support and under the then-applicable terms, plus an adjustment fee for the period of lapse, equal to the sum of the number of months of lapsed support multiplied by DDN's then-current rates for each Product to be included within the revised Renewal Offer. A reinstatement inspection fee will also be assessed and the inspection must take place prior to the reinstated contract being in force. This reinstatement inspection includes a remote health review and can include an onsite inspection. Any failed components or required labor to bring the lapsed system up to specification will be the sole responsibility of the Customer and must be corrected prior to the reinstatement of the support agreement.

#### **7.0 Customer Influenced Failures:**

- i. If DDN is requested to correct an error and such error is found to be caused by Customer's negligence, modification by Customer of the Hardware or Software, Customer-supplied data, operator error, installation of unapproved software or unsupported software revisions, or misuse of the Hardware or Software, or any other cause not inherent in the Hardware or Software program, Customer agrees to pay for such support on a time and materials basis and any travel expenses incurred for any on-site error correction or diagnostics at DDN's then-current rates.
- ii. The Customer understands and accepts the risks that failure to implement all changes as designated in the Hardware and Software correction notices will render it impossible to implement changes subsequently provided by DDN.
- iii. The Support Services provided hereunder govern only the provision of Update support to the Customer. Upgrade support may be subject to additional fee(s) and governed by the then-current Software Support agreement and EULA at the time of the Upgrade. "Upgrade" means an enhanced version of the DDN Software which shall generally be designated by a new version number which has changed from the prior number (example 2.0 to 3.0).

#### **8.0 Customer Responsibilities.**

- i. To receive Support Services, Customer must allow DDN access to the Product and provide any information required by DDN regarding the location and configuration of the Products for which Customer desires to receive the Support Services. Customer agrees to provide DDN with prior written notice if Customer desires to move equipment to another location. Continuation of Support Services at any new location is subject to the Product being re-certified as supportable by DDN and additional charges may apply.
- ii. Customer will make all reasonable efforts to support and cooperate with DDN in resolving the problem requiring support remotely, for example, starting and executing self-tests or diagnostic programs,

- providing all necessary information, or performing basic remedial activities upon DDN's request.
- iii. Should DDN deem it necessary to have service personnel on the Customer site, Customer will ensure that DDN service personnel are provided with sufficient electrical power to perform necessary maintenance and operating supplies used during normal operation.
  - iv. Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the Products for reconstruction of lost, or altered files, data, or programs.
  - v. If remote Support Services are available, Customer will provide DDN or its Authorized Representative with login access for the exclusive purpose of performing diagnostics. DDN or its Authorized Representative shall not share such login access information with any third party.
  - vi. For the Standard Warranty, Extended Support, Customer Self-Support Basic, Customer Self Support Critical, Entry Self Maintenance and Basic Support Plans. Customer is responsible for performing the following functions prior to return shipping a failed Hardware Product to DDN: a) perform all steps for self-test and troubleshooting specified in the operating manual for the Hardware Product; b) provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); and c) unless the Hardware Product will be delivered and picked up at a DDN facility by Customer, Customer is responsible for packaging the failed Hardware Product carefully in the original or other suitable shipping container that prevents the Hardware Product from being damaged while in transit to DDN.