

## INFINIDAT® Support Services Terms and Conditions

If agreed to in writing via Quotation or otherwise, Infinidat shall provide Support Services for Infinidat Products in accordance with these Support Services Terms and Conditions (the “**Support Terms**”). All capitalized terms not defined herein shall have the same meaning ascribed to them under Infinidat’s General Terms and Conditions, available at: <https://www.infinidat.com/en/sites/default/files/resource-pdfs/INFINIDAT-Customer-Product-Online-TCs.pdf>.

### 1. Definitions.

“**Current Release**” means the current release of the Product as provided by Infinidat.

“**Error**” means any reproducible failure in the Product that causes the Product to fail to comply substantially with the Product specifications set forth in the Documentation.

“**Error Correction**” means the use of commercially reasonable efforts to correct Errors, provide a workaround, or replace a component, as determined solely by Infinidat, through the provision of Telephone Support, Online Support, Remote Support, Third Party Support, and/or Onsite Support.

“**Infinidat Website**” means the Infinidat website currently located at [www.infinidat.com](http://www.infinidat.com) or any successor website maintained by Infinidat.

“**Installation Services**” means services to install the Product and any Updates thereto.

“**Online Support**” means online technical support provided by Infinidat concerning the installation and use of the Supported Release of the Product.

“**Onsite Support**” comprises the following:

- (i) Providing Error Correction services at Purchaser’s premises on which the Product is located, if required, as determined by Infinidat in its sole discretion; or
- (ii) Installation of engineering changes impacting the reliability of the Product which Infinidat determines to be applicable to the Hardware; or
- (iii) Preventive maintenance for the Product, such as adjustment or replacement of unserviceable parts.
- (iv) The following items are excluded from the scope of Onsite Support:
  - a. Providing and maintaining a suitable environment for the Product, as determined by Infinidat;
  - b. The availability and performance of any electrical work external to the Product or the maintenance of accessories, attachments, equipment or other devices which are not a constituent part of the Product;
  - c. The painting, refinishing or other refurbishment of the Product;
  - d. Repair of damage resulting from accident, natural disaster, transportation, neglect or misuse, improper maintenance, failure to continually provide a suitable environment for the Product (including but not limited to failure of electrical power, air conditioning, or humidity control), or from causes other than ordinary use of the Product;
  - e. Repair of field replacement units (FRU) if the factory seal of the FRU has been broken;
  - f. The movement, rearrangement or reconfiguration of the Product or cables, additional wiring, or repair to a previously prepared site to make it operational;

- g. The installation or removal of accessories, attachments or other devised, or the furnishing of supplies, maintenance or other services on Infinidat provided equipment not installed and utilized with the Product;
- h. Physical installation, de-installation and replacement of Product equipment within Purchaser's environment; and
- i. Any maintenance service which is impractical for Infinidat's service personnel or representatives to render due to alterations in the Product or its connection by mechanical or electrical means to another machine or device.

**"Previous Sequential Release"** means at any time the release of a Product that has been replaced by a Current Release of the same Product.

**"Priority A Error"** means an Error that renders a Product inoperative or causes a Product to fail.

**"Priority B Error"** means an Error that substantially degrades the performance of a Product or which materially restricts Purchaser's use of a Product.

**"Priority C Error"** means an Error that causes a minor impact on the performance of a Product or Purchaser's use of a product.

**"Remote Support"** means remote troubleshooting assistance for common Product support issues, when available and with Purchaser's consent, in which Infinidat's authorized customer support personnel connect directly to Purchaser's system (via secure Internet connection, if needed) to expedite and enhance the troubleshooting process.

**"Supported Release"** means the (i) Current Release, and (ii) Previous Sequential Release for a period of twelve (12) months from the release date of the Current Release.

**"Telephone Support"** means technical support provided by Infinidat over the telephone at the phone number provided on the Infinidat Website concerning the installation and use of the Supported Release.

**"Third Party Support"** means technical support provided for a Product's hardware or software components not provided by Infinidat. It is confirmed and agreed that Infinidat shall provide Third Party Support at its sole discretion, without liability for the same, and such support shall not be subject to any support level target.

**"Updates"** means all published revisions and corrections to the Documentation and corrections and new releases of the Software issued by Infinidat, which are generally made available to Infinidat's customers who are eligible for Support Services at the time of the update, at no additional cost or for media and handling charges only. Updates shall not include any options, future Products, or Hardware that Infinidat sells separately.

## 2. **Support Services Scope.**

Support Services shall be provided twenty-four (24) hours per day, seven (7) days per week. As part of the Support Services, Infinidat shall provide Installation Services, Updates, Telephone Support, Online Support, Third Party Support, Remote Support (if applicable), and Onsite Support (if applicable), solely with respect to a Supported Release of the Product.

## 3. **Support Level Agreement.**

Infinidat shall provide Support Services in accordance with the chart below, subject to these Support Terms:

<b>Support Feature</b>	<b>Support Description</b>	<b>Support Level Target</b>
Telephone and Online Support	Infinidat will provide Telephone and Online Support during the hours specified in the Support Level Target	Priority A, B, and C Errors: Twenty-four (24) hours per day, seven (7) days per week
Service request acknowledgement by Infinidat	Infinidat will provide Purchaser with an acknowledgement of the service request according to the Support Level Target	Priority A Error: One (1) Hour Priority B Error: Four (4) Hours Priority C Error: Next business day
Onsite Support	Onsite Support will be provided according to the Support Level Target	Priority A Errors: Within twenty-four (24) hours from the time at which Infinidat determines Onsite Support to be necessary in its sole discretion
Updates	Infinidat will provide Updates according to the Support Level Target	As scheduled with Purchaser
Remote Support	Infinidat will provide Remote Support as directed by Purchaser according to the Support Level Target once remote access is granted	Priority A Error: One (1) Hour Priority B Error: Four (4) Hours Priority C Error: Next business day
Access to online support tools	Infinidat will provide access to online support tools according to the Support Level Target	Upon registration at support.infinidat.com
Error Correction procedure	Infinidat shall manage Error Correction according to the Support Level Target	Priority A Error: Assign senior engineer to correct the Error. Notify senior management that such Errors have been reported and steps are being taken to correct the Error. Provide Purchaser with periodic reports on the status of the Error Correction. Exercise commercially reasonable efforts on an urgent first priority basis to provide Purchaser with an Error Correction. Priority B Error: Exercise commercially reasonable efforts to provide Purchaser with an Error Correction and to include the Error Correction in maintenance release.

		Priority C Error: Infinidat may provide an interim workaround or patch and may apply the Error Correction in a major release.
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4. **Support Services Requirements.**

- 4.1. **Remote access (“Call Home” feature).** In order for the Product to function properly, and to enable Infinidat to provide Updates, Support Services and remote monitoring services, Purchaser must provide Infinidat with remote access to the Product via its Call Home feature at all times.
- 4.2. **Support Contacts.** Purchaser shall designate one or more support contacts that are authorized to submit requests for Product support for resolution.
- 4.3. **Responsibilities for Issues not Caused by Product Error.** If Infinidat believes that an issue reported by Purchaser may be due to issues other than an Error in the Product, Infinidat will notify Purchaser of the same. At that time, Purchaser may (i) instruct Infinidat to proceed with issue determination at Purchaser’s expense as set forth below, or (ii) instruct Infinidat not to proceed with issue resolution.
  - 4.3.1.If Purchaser requests that Infinidat proceed with determination of the issue and Infinidat determines that the issue was not due to an Error, Purchaser shall pay Infinidat, at Infinidat’s then-current Professional Services rates, for all work performed in connection with such determination, plus reasonable related expenses.
  - 4.3.2.Purchaser shall not be liable for (i) issue determination or repair to the extent issues are due to Errors in a Product; (ii) work performed in excess of Purchaser’s written instructions, or (iii) work performed after Infinidat has received written notification from Purchaser that Purchaser no longer wishes for Infinidat to work on resolving an issue.
  - 4.3.3.If Purchaser instructs Infinidat not to work on resolving an issue, or if Infinidat determines that issue resolution requires effort in excess of Purchaser’s written instructions, Infinidat shall cease working on the issue and shall have no liability for issues arising from such action.
- 4.4. **Spare and Replaced Parts.** If spare parts have been utilized by Infinidat in issue resolution, Infinidat will provide shipping labels for the return of unused or defective parts, and Purchaser agrees to return the unused or defective parts to Infinidat upon resolution of the issue.

5. **Exclusions and Limitations.**

Support Services excludes, and Infinidat shall have no responsibility hereunder to support, any and all of the following:

- 5.1. Products that have been altered, modified or (in the case of Hardware) opened by Purchaser or any party other than Infinidat's authorized customer support personnel;
- 5.2. Software that has been incorporated or bundled with other software or hardware not provided by Infinidat;
- 5.3. Products not installed by Infinidat's authorized customer support personnel;
- 5.4. Damage to the Product caused by Purchaser's negligence, abuse or use of the Product other than as specified in the Documentation, natural disasters, acts of God (including but not limited to lightning, flooding, tornadoes, earthquakes and hurricanes), or other factors beyond the control of Infinidat; and
- 5.5. Any action or service not specifically mentioned in these Support Terms.

## 6. **Purchaser Responsibilities.**

As a condition to Infinidat's obligations under these Support Terms, Purchaser shall be responsible for the following:

- 6.1. **Service Requests.** Purchaser must submit service requests for any identified issues according to Infinidat's support request procedures.
- 6.2. **Software/Data Backup.** Purchaser is responsible for completing a backup of all existing data, software and programs connected to the Products prior to Infinidat performing any Onsite Support or Remote Support. NEITHER INFINIDAT NOR ITS AUTHORIZED THIRD PARTY SERVICE PROVIDERS WILL BE RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, SOFTWARE OR LOSS OF USE OF SYSTEMS OR NETWORKS.
- 6.3. **Authority to Grant Access.** Purchaser represents and warrants that Purchaser has obtained permission for Infinidat and Infinidat's authorized third party service providers to access and use the Product, the data stored or managed on the Product, and all Hardware and Software components included in the Product, including without limitation, when providing Onsite Support and Remote Support, prior to making a support request related to the Product.
- 6.4. **Cooperation with Infinidat's Support Personnel.** Purchaser agrees to cooperate with and follow the instructions given via Telephone Support, Online Support, Onsite Support and Infinidat or authorized personnel.
- 6.5. **Supported Releases.** Purchaser is responsible for maintaining the Product by using the latest Supported Release at all times.
- 6.6. **Third Party Warranties.** Support Services may require Infinidat or its authorized third party service providers to access hardware or software that is not provided by Infinidat as a constituent part of the Product. Certain manufacturers' warranties may become void if Infinidat, its authorized third party service providers, Purchaser or any other party performs maintenance on such hardware or software. Purchaser is responsible for ensuring that Infinidat or its authorized third party service provider's performance of Support Services will not affect such warranties or, in the event such activities affect such

warranties, that Purchaser accepts such risk. NEITHER INFINIDAT NOR ITS AUTHORIZED THIRD PARTY SERVICE PROVIDERS TAKES RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE SUPPORT SERVICES MAY HAVE ON SUCH WARRANTIES.

- 6.7. **Onsite obligations.** If Purchaser requires Onsite Support, Purchaser must provide free, safe and sufficient access to Purchaser's facilities and the Product and any associated computer equipment on which the Product is installed. Sufficient access includes ample working space, electricity, internet access and VPN, and a local telephone line.

7. **Additional Terms.**

- 7.1. Infinidat may assign and delegate Support Services to qualified third party service providers. Infinidat shall not be liable for any failure or delay in performance under these Support Terms due to circumstances of the third party services providers beyond Infinidat's reasonable control.
- 7.2. Any illegal or unenforceable provision of these Support Terms shall be severed and the remaining Support Terms shall have full force and effect.
- 7.3. Purchaser agrees that any information received pursuant to these Support Terms shall be subject to the confidentiality and nondisclosure obligations set forth in Purchaser's governing agreement with Infinidat. Purchaser's payment obligations under these Support Terms shall survive termination of such governing agreement. Infinidat may, at its sole discretion, terminate Support Services in the event of failure to pay amounts due and payable to Infinidat.
- 7.4. Support Services will only be provided in the country where the Support Services have been purchased, unless otherwise agreed to in writing.
- 7.5. Purchaser agrees to allow Infinidat to store and use Purchaser's personnel contact information, including names, phone numbers, and email addresses. Such information will be processed and used for the purpose of providing the Support Services in accordance with applicable data privacy protection laws.

[END OF INFINIDAT SUPPORT SERVICES TERMS AND CONDITIONS.]