

Actifio Maintenance and Support Policy

This Maintenance and Support Policy describes the maintenance and support options that are available to Actifio customers and explains the terms and conditions under which Actifio provides support for its products. For purposes of this document, an "Issue" is defined as (i) any failure of the Software to function substantially in accordance with the Documentation; (ii) any defect in workmanship or materials in hardware; or (iii) any question regarding the use or operation of the Solution.

All references to hardware in this document only apply to the Actifio CDS system and do not apply to software only solutions.

How to Get Help

Actifio supports all aspects of the Actifio Solution, providing customers with a single point of contact. Support includes software support for the Actifio Solution and hardware support for all Actifio CDS components.

Access Support for Actifio Products

Access our comprehensive support resources at ActifioNOW, now.actifio.com. Support resources include:

- **Extensive Knowledge Base**
- **Tech Tips**
- **Top Solutions**
- **Training Videos**
- **Case Management**

You can also reach support by phone, for our numbers please visit actifio.com/customer-support.

E-mail us at support@actifio.com

Actifio Maintenance and Support Programs and Features

Actifio offers the following Maintenance and Support programs including the features listed below:

FEATURES ¹	ACTIFIO SOLUTION MAINTENANCE	ACTIFIO PREMIUM SOLUTION MAINTENANCE
24x7x365 Global Technical Support	✓	✓
Software Updates	✓	✓
Online Support Portal	✓	✓
Telephone Support	✓	✓
Email Support	✓	✓
Severity 1 Response Time	Within 4 Hours	Within 1 Hour
Severity 2 Response Time	Within 6 Hours	Within 4 Hours
Severity 3 and 4 Response Time	Next Business Day	Next Business Day
Replacement Parts Delivery Target Response Objective	Next Business Day	12 hours
Onsite Replacement Parts Delivery and Installation	Field Replaceable Units (FRU) ² only	✓
Onsite Spares Kit³	Optional at additional cost	Optional at additional cost

1. Hardware support is only applicable to Actifio CDS and does not apply to software-only solutions.

2. Field replaceable units would include the following components:

- Cache Battery
- LFF Enclosure midplane
- SFF Enclosure midplane
- Expansion Storage Module
- Switch

3. Onsite Spares Kit includes spare parts for the most common hardware break/fix Issues. Customer should report all hardware Issues to Actifio Support. Actifio Support will provide remote assistance for the installation of spare replacement parts and will order a replacement for the customer. Onsite Spares Kits are purchased separately.

All Issue reports must be made by the **Customer Contacts** set forth on a **Sales Schedule** to the **Agreement** or to such other Customer Contacts as may be identified in writing to Actifio. Each Customer Contact must be knowledgeable about the Solution (including the **Software** and **Hardware**). Issue reports must describe the Issue and include sufficient information and data for Actifio to reproduce the Issue. At Actifio's request, Customer will provide such supporting information and data reasonably requested by Actifio in order to enable Actifio to determine the cause of an Issue. Customer agrees to cooperate with and assist Actifio in its efforts to find causes and resolution of Issues that Customer reports. Customer also agrees to either (i) enable the Actifio Remote Support feature which provides alerting for hardware, software, and backup failures and/or (ii) provide Actifio with VPN access to the Solution for the period required by Actifio to investigate, respond to, and resolve Issues. Actifio shall have no obligation to resolve Issues unless Customer provides all information and access requested by Actifio.

Classification and Response

Actifio will investigate all Issue reports and, in the reasonable exercise of its discretion, classify each Issue by severity according to the following criteria:

ISSUE SEVERITY LEVEL	DEFINITION
SEV-1	<p>A substantial portion of the Customer's production-environment critical data is at risk.</p> <p>Customer's production-related business operations have been severely disrupted.</p> <p>Some examples of Sev-1 issues:</p> <ul style="list-style-type: none"> • Cluster is not available • In-band hosts are not accessible • Failing mount or restore • Hardware errors"
SEV-2	<p>Significant loss of key Actifio software functionality.</p> <p>Some examples of Sev-2 issues:</p> <ul style="list-style-type: none"> • Dedup pool is down • All snapshots for vCenter or ESX host are failing • All jobs not progressing
SEV-3	<p>Minor loss of Actifio software functionality.</p> <p>An example of a Sev-3 issue:</p> <ul style="list-style-type: none"> • Performance-related issues or questions."
SEV-4	<p>Questions or feature/enhancement requests.</p>

What's Not Covered

Actifio shall have no responsibility to provide Support for any Issues related to or resulting from (i) the use or combination of the Solution with any other software or hardware not provided by Actifio; (ii) causes external to the Solution, such as problems with the hardware, network, or other infrastructure with which the Solution is used; (iii) improper or negligent configuration, use, misuse or unauthorized use of the Solution; (iv) normal wear and tear; (v) any Solution which has been altered or modified by anyone other than Actifio; or (vi) any other cause not within Actifio's reasonable control.

Customer's Breach

Actifio will have no obligation to provide support to Customer in the event of a breach by Customer of any of its obligations under the End User Agreement ("EULA") or this Maintenance and Support Policy.

New Releases

Actifio may, from time to time, prepare and make available to its customers new releases of the Solution. During the Support Term, Customer will be eligible to receive any new releases which Actifio in its sole discretion elects to make available without charge to its customers who are receiving Support with respect to the Solution, provided that Customer has paid all fees and is not in breach of any of its obligations under the EULA or this Maintenance and Support Policy. Actifio may, from time to time, introduce software products which contain additional or different functionality or introduce new features and for which Actifio charges a separate fee. Customer shall not be entitled to receive such software products or features without paying such separate fee.

Actifio shall be obligated to provide Support only with respect to the current major release and the immediately preceding major release of the Solution. A major release is signified by a change to the number to the left of the version's first decimal point (e.g., from 1.x to 2.x).

Support Term

The initial term during which Actifio shall provide Support shall commence on the date the Solution is delivered (provided Customer has signed the EULA) and shall continue for the period specified in the Customer order. Thereafter, provided that Customer has paid the then applicable Maintenance and Support fee, such term shall be automatically renewed for additional one-year periods unless Customer gives written notice to Actifio, at least 30 days prior to the end of the initial term or the then current renewal term, of its intention to not renew Support. The initial term and all such renewal terms are referred to collectively as the "Support Term".

Actifio may, upon notice to Customer, terminate Maintenance and Support to Customer in the event of a breach by Customer of any obligation under the EULA or this Maintenance and Support Policy, which breach is not cured within 30 days after notice thereof.

Upon termination of Maintenance and Support for any reason, Customer shall (a) cease to use the Solution, (b) return any leased hardware to Actifio, (c) return to Actifio or destroy all copies of the software and documentation, (d) erase all copies of the software and documentation which are stored in computer memory or hard disk or other similar forms or media, and (e) within ten days of such termination, furnish written notice to Actifio that all such copies have been returned, destroyed, and erased.

Should Customer allow Maintenance and Support coverage to lapse at any time, Customer will be required to (a) pay the back support from the date of lapse and/or pay a software upgrade/recertification fee and (b) purchase a Support Plan covering the twelve-month period from the date of reinstatement.

Other Services and Amendment

Unless otherwise specified in the EULA, if Actifio provides any services that are not covered by this Maintenance and Support Policy, then Customer shall pay Actifio for providing such services at Actifio's then prevailing rates. Actifio reserves the right to change this Maintenance and Support Policy at any time upon notice to Customer. Changes to this Maintenance and Support Policy will take effect upon the next renewal of Customer's Support Term.

For more information on how Actifio can manage data simply, visit www.actifio.com.



©Actifio, Inc. All rights reserved. Actifio™ is a registered trademark of the Actifio Corporation. All other trademarks and service marks are property of their respective owners