Adistec Support Agreement

General Conditions

By acquiring a product of Adistec Integrated Solutions ("AiS"), you ("Customer") acquire the right to request technical support according to the general conditions and scope indicated in this agreement, as well as in the attachments that may apply. Services and support mention in the Adistec Support Agreement ("AoA") are provided through Adistec Total Support ("ATS"), the support unit of Adistec focused entirely on providing comprehensive service support to Adistec customers.

Through ATS, any authorized person in your organization can request assistance indicating the failure or incident and what equipment is involved. Our specialists will carry out all the necessary activities to solve the problem in the shortest possible time according to the support coverage of this agreement.

1. Definitions

The following definitions will be used to detail the scope of the level of service and support offered in this document:

- **Support request:** Support request requested by the client for the resolution of an incident.
- **Timeframe Coverage:** Timeframe where there is the availability to meet service requests and the execution of activities related to it.
- **Response time:** Time elapsed between the start of a support request and the start of the activities aimed at its resolution.
- **Shipment of Parts:** Shipment of parts with the sole purpose of replacing damaged parts in exchange for new parts sent.
- **Replacement of Parts:** Process for the replacement of one or more parts damaged by spare parts at the customer's premises.
- **Geographic Coverage:** Refers to the geographic location where the AsA provides coverage.
- **FAK**: Acronym for First Aid Kit. This is a set of spare parts offered to the customer, which allows speeding up the resolution of an incident by avoiding the waiting time to change a part. We use a spare of the kit while the piece is sent by RMA.
- **Replacement Part:** Also known generically as parts and components or spare parts, is a hardware component in whole or in part (as a piece as a whole or as part of a larger piece) to be used to replace a damaged part.
- **Level One Support:** Refers to the set of actions that can be carried out by ATS support personnel (including, but not limited to) the collection and identification of errors in records, responses to concerns related to installation, configuration, use, isolation and identification of problems, review of failures for the resolution of known problems based on the analysis of the official documentation by the manufacturer.
- **Level Two Support:** Refers to the set of actions that can be executed by ATS support personnel to recreate the incident with the objective of providing a solution or set of acceptable solutions.
- **It Support Level Three:** It refers to the support services provided by the corresponding manufacturer, directly to the customer or through ATS to solve problems that may be the result of a factory defect (including but not limited to design or manufacture of the solution) or the result of a complex interaction between the product software or hardware purchased and that requires internal knowledge to determine the failure and perform one or more actions aimed at solving the reported problem.
- **NBD:** Period indicating that an action or task to resolve a support request will be executed at most during the next business day
- **Business Day:** Refers to the working days included in the workweek (Monday to Friday). Holidays (for any legal reason), Saturdays and Sundays are considered non-business days.
- **Business Hours:** It is understood as a period of time during which the workday occurs (9:00 a.m. to 6:00 p.m. on business days).
- **8 x 5:** This implies that support coverage is provided Monday through Friday (business days) from 8:00AM to 8:00PM. No support is provided during weekends or national legal holidays (whether is a working day or not) .

- **7 x 24:** This implies that support coverage is provided every day of the year (including Saturdays, Sundays and holidays of all kinds) 24 hours a day.
- **Preferential Escalation:** The case will be escalated to the next level faster because it has a higher priority over another case with the same level of severity.
- **MSRP:** Acronym of sales retail price without taxes
- **RPO:** Acronym for Recovery Point Objective. It refers to the period that elapses between the moment of the loss of information and the moment when the last backup or last point of data restoration was finished.
- **RTO**: Acronym for Recovery Time Objective. It is the time between data loss and its recovery.

2. Period of Coverage

Period of coverage through the AoA is subject to the period of warranty and support offered at the time of purchase, it is mention in the invoice and starts from the date specified on it.

3. Geographic Coverage

Adistec reserves the right to deny warranty or support requests (including replacement hardware delivery) in certain geographic locations even though the product purchased has warranty or support coverage. Additionally, it is possible that in some of the geographical locations that have AsA coverage, service and support levels cannot be meet, either in whole or in part, regardless of the level of support acquired.

The limitations to the levels of support acquired by the customer depending on the geographical location are listed at the following address:

https://www.adistec.com/es/adistec-total-support-co coverage.aspx

Adistec reserves the right to change the limitations of the locations at its own will and is only obligated to publish it in the previous URL.

4. Classification of urgency and impact

ATS relies on the ITIL two-dimensional emergency and impact matrix to assign the priority of an incident.

The classification or assignment of the priority is managed according to the level of impact and urgency of the incident. The model is based on the following formula:

$$P = I \times E$$

Where the Impact (I) would be the importance of the incident reported and the Emergency (E) how quickly the business needs a solution, giving as a result the Priority (P).

IMPACT: The impact is how it is measure client's systems damage when an incident, problem or change arises.

Here are the levels of impact that ATS uses:

- **HIGH**: It impacts all users or the entire organization, preventing business continuity
- **MIDDLE**: It impacts a lot of users or a big part of the organization and causes a significant impact on the continuity of the business, although still operating at a very low level
- **LOW:** In this case the impact is on an individual or small group and has no impact on the business.

URGENCY: It is the measure of time in which an incident will have an impact on the client's systems, the organization or the business and a defined period of time is required for its resolution. Here are the levels of impact that ATS uses:

- **HIGH**: Requires resolution as soon as possible
- **MEDIUM**: Requires a resolution in a short time, but not immediate
- **LOW**: The time factor for resolution is not influential

A. Priority Levels

URGENT: Major incident where all the systems or platforms involved are affected and do not provide service.

HIGH: Incident where one of the systems or platforms involved is down, having a significant impact on the services provided; or where several systems or platforms experience a reduced performance, resulting in a significant impact on the services provided by the systems or platform.

MEDIUM: Incident where an individual part of a system or platform experience a reduced or intermittent performance, not affecting in a greater extent the ability to provide service by the system or platform.

LOW: Support request for any situation that has no impact on the functionality or performance of the system or platform. For example (but not limited to) general information inquiry, request for follow-up or maintenance.

5. Support Coverage

Adistec will deliver parts or pieces to replace those with defects in materials or products purchased to Adistec, which are covered by the warranty under the conditions of the AoA. This process will be carried out directly, or through the procedures established by the original manufacturer as appropriate.

Additionally, the customers who have contracted coverage called "Total Support", can contact ATS for support to resolve incidents or problems with their products. The ATS support team will provide support and work to resolve the incident; This resolution can be (but not limited to) the execution of a workaround, apply a patch or firmware change, replacement parts and other action as needed.

6. Resolution of support requests

Adistec is committed to use all reasonable commercial efforts to resolve the incidents as soon as possible, however, it does not ensure under any circumstances a time frame for the resolution of a support request. In addition, it undertakes to comply with the terms and conditions of the terms of the AsA (including service levels, hours and coverage), but does not guarantee compliance with them.

The ATS support specialist will execute a series of activities to help diagnose the problem and determine the nature of the problem (hardware, software or both). It would be possible to ask for addition, change or removal of hardware to the Customer, or manipulate software and perform other at diagnosis activities as well.

Once the diagnosis is established, the ATS support specialist will provide alternatives for the resolution of the incident.

A. Hardware issues

Once support specialist ATS determine which is the affected part may be that the incident is resolved through a patch, update or configuration either firmware, driver or any other logical solution. If the diagnosis indicates that a part or piece change is required, ATS will authorize the RMA process for the affected part and will report it to the customer.

To proceed with the replacement of a part by RMA, Adistec in its sole discretion will select one of the procedures established for this purpose as indicated below:

- Use of FAK
- Sent of Parts
- Parts Exchange

It will be the responsibility of the client to perform the shutdown of the equipment where the piece will be changed, if necessary; Adistec personnel are not authorized to shut down the client equipment. (See clause " 14. Liability Limitation " for more details about it).

Adistec becomes automatically the owner of the damaged part once it is removed of the original equipment. In the event that the Client wishes to retain ownership of the original damaged parts, he may request Adistec to purchase them, for which Adistec will issue an invoice for the MSRP value of the part and in this case the obligation to deliver the damaged part does not apply.

Adistec reserves the right to use identical replacement parts or whose functionality is equivalent to the original, ensuring in this case that there is no loss of performance. Additionally, Adistec may use new or refurbished parts to replace damaged parts covered by the warranty.

I. Use of FAK

In this case, the ATS support specialist will request the customer to use a spare part of their FAK to make the replacement of a damaged component, after this, Adistec will provide the Customer with a new spare part to complete the FAK. To do this, Adistec will execute the "Parts Shipping" process.

II. Sent of Parts

Adistec will send the replacement part to the customer at no charge, so the customer perform the replacement of it and return the damaged part.

Adistec reserves the right to ship the parts from any of the spare parts stores in the region, making the greatest commercially reasonable efforts to provide these parts from the nearest location with part availability, and through the means of transport approved by Adistec that offer the faster delivery time or the less transport time.

The costs of sending the spare parts and their return are covered by Adistec in its entirety, except for the exceptions established according to the geographical location, regulated by the conditions and exceptions contained in clause 3 "Geographic Coverage ".

The delivery time of the spare parts may vary according to local customs processes, Adistec will make all reasonable commercial efforts so that these deadlines are as short as possible but does not guarantee or ensure a delivery date of the spare parts.

III. Parts Exchange

Adistec will provide at its sole discretion an on-site replacement service free of charge (restrictions may apply[1]). This procedure implies that ATS will send a technician to the customer's facilities to perform in person the replacement of the damaged part with a spare part.

B. Return of spare parts

In the event that the procedure "Using FAK" or "sending pieces" its used, return of the damage parts will be coordinated with the client, these parts should be returned at most before the third business day after confirmed reception of the replacement part.

Returned parts must match exactly the quantity, type and serial numbers reported at the time of requesting technical support. If the part is not returned within the period indicated above, the quantity of units does not match or the returned part does not match, the customer will receive an invoice for the current MSRP value of the spare part, as well as the associated shipping costs, which have to be paid before the next 15 calendar days after it is issued; If this invoice is not paid , the client's participation in the AsA will automatically be suspended, losing the right to request support until the situation is regularized.

C. Software issues

ATS will not be responsible for resolving incidents of software unless expressly stated in the AoA or its attachments, where it is indicated to under what conditions ATS will take this responsibility to the client.

If the scenario exists where the ATS team takes responsibility for the resolution of a software related incident , all reasonable efforts will be made to solve the incident, in case it is required to escalate with the technical support of the corresponding manufacturer, it will be total ATS responsibility to perform this escalation, manage it and apply the manufacturer's support recommendations.

For incidents where ATS is not responsible for the resolution, it will be committed equally to apply all reasonable efforts to assist in resolving the incident, however the responsibility of solving the problem will be the software maker support responsibility according to their own support contract. If the client authorizes it, ATS will be the focal point to centralize all efforts and actions to solve the problem, opening the incident in the official technical support of the manufacturer and providing support to the Client to perform the actions recommended by their support. In order for ATS to provide support in this situation, it is necessary for the customer to have a valid support contract with the vendor of such software.

7. Support request

You can request assistance through the following approved means of communication:

BY EMAIL: totalsupport@adistec.com

BY PHONE
- Argentina +54 11 48943086
- Brazil +55 1135040650 / / 0800-234-7832
- Colombia +57 17434586
- Chile +56 2 27565850
- Peru +51 16167129
- USA +1 7862212350
- Other Countries +1 7862212350

The costs for telephone calls are the responsibility of the client in all cases, but the client can request that assistance call it directly.

BY WEB: http://adistec.com/ar/adistec-total-support.aspx

By CHAT: http://adistec.com/ar/adistec-total-support.aspx

BY WHATSAPP: +56 9447336356

The following information is required to open an assistance request:

- **Severity Level** *
- **Contact Details** *
  - o Name
  - o Telephone contact
  - o Email
  - o Address (Address, City and Country)
- **Soft Serial Number - SSN** *
- **Description of the problem**
  - o Details of failure *
  - o Logs, screenshot

When reporting a problem, please provide as many items as possible. Items marked with * are mandatory and required to open the request for assistance.

A. Languages

The user may receive support service in Spanish, Portuguese and English only. Given the dynamics of support shifts, Adistec cannot guarantee that the specialist assigned to your case can communicate in a specific language, however; If you wish, you can request an specialist that speaks the requested language, however it is important to know that this can affect response times without Adistec being responsible or complying with the SLA .

8. General Terms

Adistec reserves the right to change the terms of coverage of the AsA at its sole will, being obliged only to report the change at the following address:

https://www.adistec.com/es/adistec-total-support.aspx

Adistec reserves the right to change the classification of severity for an incident or request support at their own will, based on the classification indicated in section "Priority Levels" (clause 4, section A) .

The levels of service and deadlines stipulated in the AsA will be applied individually for each unit regardless of its type, the period of time between the different products purchased by the customer won't be accumulative.

Adistec reserves the right to fulfill the obligations indicated under the AsA in whole or in part with its own resources directly or through third parties, without the prior consent of the Client, on the condition that the obligations arising from the AsA towards the Client do not are in any way diminished or eliminated.

Descriptions of products or services of other companies in this document, if any, are provided for your convenience only. Such references should never be considered as a recommendation or an indication of use by Adistec.

Adistec is not responsible for the accuracy of the products and/or services of third parties mentioned in this document, since they may change over time. For more detailed descriptions of these mentioned third-party products or services, please consult with their respective manufacturers or suppliers. All other brands and names mentioned in this document may be registered trademarks of their respective companies.

9. Transfer of this agreement.

Subject to the limitations set out in the AoA , the customer can transfer this agreement to any other person, civil or legal entity that acquire from the Client the complete equipment during the AoA validity, based on coverage and date indicated on the Adistec original invoice

You should take into consideration that, if the equipment was moved to a location geographically different, there may be restrictions on coverage as set out in the clause 3, on section "Geographic Coverage".

For a better level of service, it is recommended that in the case of a transfer of this agreement, you should open a support case indicating that this AsA was transferred to a new owner to update the registration data.

10. Force Majeure

The Client will lose their power before ATS with respect to an infraction, delay or omission in the fulfillment of the terms and conditions of this agreement if this infraction, delay or omission in compliance were attributable to a Force Majeure or fortuitous event, including those unforeseen cases impossible to resist, such as shipwrecks, earthquakes, capture by the enemy, acts of authority exercised by public officials or those resulting from civil war, insurrection or mutiny, fire, flood, explosion, earthquake, epidemic, loss unrecoverable from the satellite, effects of sunspots, national strikes by employees or agents, illegal strikes , and any governmental act , including those acts or omissions of any government agency or authority.

In a case of Force Majeure, ATS commits to make all reasonable efforts to continue complying with the terms and conditions of this agreement , but it could not assure and guarantee compliance with them and the client understands and assumes that the coverage and services of support may be affected in various ways such as (but not limited to) the scope of support, availability of support, time coverage, geographical coverage, availability of spare parts, among others during the force majeure event and during a reasonable period of time after the end of the Force Majeure event.

11. Customer Responsibilities

Adistec will assume by default that the person making the opening of a support case has the authority for such action, as well as to make decisions regarding the resolution of the incident. Otherwise, the Client must inform in writing authorized personnel to request support and make decisions related to the incident its name delivering their personal information.

The participation of personnel authorized by the client assigned to the case is crucial in this project, so we expect a considerable amount and availability of their time, by solving the questions and implementing the actions arising during the implementation of activities.

If it is necessary to perform activities at the premises of the client, we will request access to the following resources:

- Access to equipment during and after normal working hours.
- Workspace (desk, chair, access to electrical connection point, etc.)
- Internet access and telephone access
- Access to accessories or peripherals
    - Printer
    - Monitor
    - Keyboard and Mouse

In the event that the activities are performed remotely, the team from ATS requires and assumes that the customer will provide all necessary access to perform the required tasks correctly, this includes and is not limited to changes in network configurations for remote access, necessary hardware or equipment, credentials, etc.

The Client will be responsible for withdrawing from his production environment any remote access that has been enabled for ATS personnel once the activities have ended.

The Client will be responsible for modifying the passwords of the administrative accounts used during the activities.

The Client must keep software and hardware in the minimum versions specified by ATS or by the respective manufacturers to access the AoA coverage. It will also be the responsibility of the client to perform software updates or patches as required to meet the support requirements.

For the resolution of an incident, ATS personnel may require access to hardware or software not sold by Adistec. Under this assumption, it may be that guarantees from others manufacturers can be void if any other person who is not part of the official support of the manufacturer have access to it, so it is a client responsibility to guarantee to the ATS that this situation will not impact the terms of service of the AsA, or that if they do so, that effect will be acceptable to the Client. Adistec assumes no responsibility for third party warranties or for any effect that the support services provided by ATS may have on these warranties.

12. Cancellation of the AsA

ATS may at its sole will cancel the AoA with the Customer at any time by any of the following reasons:

- The client refuses to cooperate with the support specialist (either remotely or in person)
- The client refuses to provide remote access to the equipment.
- The client refuses to provide face-to-face access to the equipment.
- The client does not comply with all the terms and conditions established in the AsA .
- If the conditions of the physical or logical infrastructure provided for the use of the equipment are not at least the minimum necessary according to industry standards to function normally.

In the event that ATS cancels this AsA, a notice will be sent in writing with at least 5 business days indicating the reason to the Customer's registered email address at the time of the sale.

13. Limitation or loss of AsA coverage

Support coverage may be affected, diminished, limited or canceled due to the following situations:

- Problems caused by accidents, abuse, misuse
- Problems generated by the power supply.
- Use of equipment that does not follow the product instructions.
- Breach of product instructions or breach of preventive maintenance.
- Problems caused using accessories, parts or components not approved by Adistec.
- Products with missing or altered serial numbers.
- Normal natural attrition
- Cosmetic failures

In the face of any of the situations presented with well-founded reasons, ATS reserves the right to totally or partially cancel the scope and/or support coverage, as well as to modify the service levels at its sole discretion without generating any rights to the client.

The support coverage may be affected, reduced or limited partially or totally, in the event that the customer removes a piece of the original hardware from the equipment on his own free will without the authorization of ATS , in this situation ATS reserves the right to totally or partially nullify the scope and/or support coverage, as well as modify the service levels at its sole discretion without generating any rights to the client.

In the event that the customer adds a third-party piece of hardware (being approved or authorized by ATS), there are no modifications to the scope, conditions and coverage of the support. However, the terms of support do not extend to the new piece of hardware.

The team will lose automatically and without the right to claim from the customer the support coverage, if by themselves change, replace or add third-party hardware components not authorized by ATS .

The resolution of third-party software problems of any kind, such as (but not limited to) hardware and software compatibility problems (including drivers or firmware), software performance problems, etc., is not covered by AsA.

14. Limitation of Liability

Adistec will not be liable for any underlying or derivative damage, for any support activity that involves a change or modification either at the hardware or software level for the resolution of the incident or request for support.

In case of replacement of a spare part, the only additional obligation of Adistec is to carry out the configuration according to the way in which its product was originally acquired, subject to the applicable updates only. Any other modification or additional configuration will not be covered by the scope of the AsA (including, but not limited to) such as re-installation of operating system, hypervisor or software of any kind, data migration or virtual machines, additional hardware configuration as expansion cards, communications equipment, etc .

Except as expressly indicated in the conditions of the AsA and by the conditions allowed by law, Adistec will not be liable for any compensation arising from direct, special, incidental or consequential damages and losses arising from any breach of this document or it's attachments, including but not limited to any loss or damage due to lack of use; loss or damage to income; loss of current or future profits (including loss of profits by any agreement), damage or loss or deformation of data; or any indirect or emergent loss or damage regardless of its cause, including the replacement of equipment and property, any cost of recovery, programming or reproduction of any program or data stored among others.

A. Safeguarding information

The client will be totally and absolutely responsible for the storage and availability of (but not limited to) the information, virtual machines, applications or logical data of any type contained in its equipment. Also it will be responsible for performing backups corresponding according to their needs (based on your RTO/RPO), verify that those are accessible and there are not corrupted, being that if necessary can be used to restore the information.

Adistec will not be responsible for the availability or access to (but not limited to) the information , virtual machines , applications or logical data of any kind contained in the equipment sold to the Client , nor for (but not limited to) its maintenance, support, storage or migration

When requesting support with ATS, the client must have all the necessary backup copies of (but not limited to) information, virtual machines, applications or logical data of any kind as well as the configuration of the hardware, operating system and applications as Adistec and/or ATS is not responsible for any reason or under any circumstances for any loss of information (either as a whole or partial), as a result of a support activity in order to resolve an incident or support request.

ATS is entitled to request in writing from the Client, the confirmation that it has made all the relevant backup copies or, conversely, that the backup is not necessary. If the Client decides not to respond in writing to this request, ATS may at its sole discretion not

provide support since the conditions are not given to ensure the integrity of the client's information and the risk that it represents for Adistec.

B. Equipment restoration

In the event of a possible hardware failure (for example, but not limited to hard disk failure, cluster crash , etc.) or for any other reason that results in loss of data or configuration of either applications or equipment , the client will be responsible for reinstalling the software, data and information of their backups. The recovery or reinstallation of software, data and information will not be covered by the scope of the AsA.

C. Shutdown and disconnection of equipment

If necessary shutdown of a computer or disconnection from network data or from the electrical power source for changing a damaged piece, or to resolve an incident, the client is who should perform all necessary actions to this end. The ATS staff is not authorized to perform shutdown or physical disconnection of customer´s equipments.

C. Warranty exceptions

A limited warranty is provided herein, which does not cover components that wear out with use such as (but not limited to) BIOS batteries, RAID controller or other internal components that require a separate power source. The warranty also does not cover power cables, ethernet network cables, fiber optic cables or any other type of external use cable.

D. Other limitations

Adistec will not be responsible for the availability of service of equipment sold to the Client (whether availability to provide services, availability of data or access to them among others) for any unintentional failure ("Bug") previously reported or not.

The customer will be responsible for maintaining the equipment acquired to Adistec updated, performing maintenance of hardware and software (for example, but not limited to driver updates, firmware, etc.) verify that the machine is not affected by failures reported by Adistec or the other hardware and software manufacturers of the acquired platform.

Adistec shall not be liable for any failure inherent in the context where the equipment covered by the AsA is interconnected or dependent, for example (but not limited to) failures in the supply of electricity, problems related to the communication network and the equipment of communication, misuse, modifications of the software and/or hardware made by the Client or third parties, etc.

Attachment A

Special Conditions for vSAN Ready Nodes

This attachment extends or complements the general terms and conditions of the AsA with particular conditions for products under the name Adistec vSAN Ready Node Appliance ("VRN") .

1.   Support coverage

This section details the schedules and support coverage provided by ATS for the VRN platform.

TELEPHONE SUPPORT COVERAGE	
URGENT SEVERITY	7 x 24
HIGH SEVERITY	7 x 24
MIDDLE SEVERITY	7 x 24
LOW SEVERITY	7 x 24

SUPPORT COVERAGE BY E-MAIL AND WEB	
OPENING THE SUPPORT REQUEST	7 x 24
SUPPORT REQUEST PROCESSING	7 x 24

2.   Service levels

This section details the service levels ("SLA") on which the incidents will be managed.

RESPONSE TIME	
URGENT SEVERITY	Up to 1 hour
HIGH SEVERITY	Up to 2 hours
MIDDLE SEVERITY	Up to 8 hours
LOW SEVERITY	NBD

UPDATE TIME	
URGENT SEVERITY	Every 30 minutes
HIGH SEVERITY	Every 1 hour
MIDDLE SEVERITY	Every 24 hours
LOW SEVERITY	Based on progress

PARTS SHIPPING	
URGENT SEVERITY	NBD
HIGH SEVERITY	NBD
MIDDLE SEVERITY	NBD
LOW SEVERITY	NBD

CHANGE OF PARTS	
URGENT SEVERITY	NBD
HIGH SEVERITY	NBD
MIDDLE SEVERITY	NBD
LOW SEVERITY	NBD

3. Software support coverage

Depending on the type of licensing purchased, support coverage may vary as reported below:

OEM Licensing

Adistec will be responsible for solving the problem and will provide first and second levels of coverage for the following VMware® products:

- VMware® vSphere
- VMware® vCenter
- VMware® vSAN

Adistec will take this responsibility if such products are under OEM licensing embedded with hardware, for more information enter the following address:

https://www.vmware.com/support/support-resources/licensing/oem-help.html

Incident whose complexity is high, ATS reserves the right to escalate the incident to the third level of support, delivered by the official support of VMware®. In this case, SLA terms cannot be secured or guaranteed as a result of the escalation.

Other licensing

For any other VMware® licensing model or program (for example, but not limited to EPP, VPP, ELA, etc.) ATS is not required to provide support. In this situation, ATS is committed to making all reasonable efforts to support its customers by opening an incident with the official technical support of VMware® and subsequently providing support in the management of the incident and the activities or actions that VMware® support indicate; but ATS is not responsible for providing a solution or by meeting deadlines, SLA, or solutions offered by the official support of VMware®.

4. Limitation or loss of software coverage

Software support coverage could be affected, reduced, limited or canceled because of the following:

- VMware® Products other than those listed in this Attachment
- installation of software versions without official manufacturer support
- Licenses not acquired through Adistec
- Products with evaluation licenses

Attachment B

Particular Conditions for DPA

This attachment extends or complements the general terms and conditions of the AsA with particular conditions for products under the name Adistec Data Protection Appliance ("DPA").

1.Coverage and Service Levels

In this section details geographical coverage and service levels ("SLA") on which the incidents will be handled.

	CANADA & USA	LATIN AMERICA
QORESTOR DPA	✓	✓
DPA VEEAM	-	✓

TELEPHONE SUPPORT COVERAGE		
URGENT SEVERITY	8x5	7 x 24
HIGH SEVERITY	8x5	7 x 24
MIDDLE SEVERITY	8x5	7 x 24
LOW SEVERITY	8x5	7 x 24

SUPPORT COVERAGE BY E-MAIL AND WEB		
OPENING THE SUPPORT REQUEST	7 x 24	7 x 24
SUPPORT REQUEST PROCESSING	8x5	7 x 24

RESPONSE TIME		
URGENT SEVERITY	Up to 4 Business Hours	Up to 4 hours
HIGH SEVERITY	Up to 8 business hours	Up to 8 hours
MIDDLE SEVERITY	NBD	Up to 24 hours
LOW SEVERITY	Best Effort	Best Effort

SHIPMENT OF PARTS		
URGENT SEVERITY	NBD	NBD
HIGH SEVERITY	NBD	NBD
MIDDLE SEVERITY	NBD	NBD
LOW SEVERITY	NBD	NBD

RESPONSE TIME		
URGENT SEVERITY	NBD	NBD
HIGH SEVERITY	NBD	NBD
MIDDLE SEVERITY	NBD	NBD
LOW SEVERITY	NBD	NBD

2.   Software support coverage

ATS can provide support for software failure incidents according to the conditions and limitations indicated in this section.

In the event of a failure due to a change in the configuration or undesired manipulation of the operating system of the DPA (either Oracle® Linux or Microsoft® Windows Server) ATS reserves the right to recommend that a total formatting and re-installation of the software be performed according to its original configuration without any additional resolution procedure.

DPA Qorestor:

Adistec is responsible for solving the problem and will provide first and second level coverage of the following software components of the QoreStor DPA platform:

- Oracle® Linux
- Quest® QoreStor

In case of incidents whose complexity is high, ATS reserves the right to escalate the incident to the third level of support that will be delivered by Oracle ® Technical Support or Quest ®. For this, the data of the software support contract with the corresponding manufacturer may be requested to the Customer.

If it is required to escalate the case to the manufacturer's support, the SLA deadlines cannot be secured or guaranteed due to the escalation.

DPA Veeam :

Depending on the type of licensing purchased, support coverage may vary as reported below:

OEM Licensing

Adistec is responsible for solving the problem and provide first and second level coverage on the following software components of the platform DPA Veeam:

- Microsoft® Windows Server
- Veeam ® Backup & Replication

Adistec will take this responsibility if software component Veeam is under OEM licensing embedded with hardware

Incident whose complexity is high, ATS reserves the right to escalate the incident to the third level of support that will be delivered by the Support Technician of Microsoft and/or Veeam ®. In this case, SLA terms cannot be guaranteed or guaranteed as a result of the escalation.

Other licensing

For any other Veeam ® licensing model or program, ATS is not obligated to deliver support. In this situation, ATS is committed to making all reasonable efforts to support its customers with the opening of an incident with the official support of Veeam ® and subsequently providing support in the management of the incident and the activities or actions that Veeam support indicates; however ATS wo´t be responsible for providing a solution nor meet any deadlines, SLA, or solutions offered by the official support of Veeam ®.

3.   Limitation or loss of software coverage

Software Support coverage may be affected, diminished, limited or canceled due to the following situations:

- Veeam ®, Quest®, Oracle® or Microsoft® Products other than those listed in this attachment
- Installation of software Version without official manufacturer support
- Licenses not acquired through Adistec
- Products with evaluation licenses.