Annual Support and Maintenance Agreements

Scale Computing offers annual support and maintenance services to our customers, under Scale Computing’s Support and Maintenance Agreements. The services provided and the policies under which the services are rendered are described in this document.

1. **Maintenance Services.** Scale Computing provides maintenance services to Licensees of its Software (“Customer”), which is licensed under the Scale Computing authorized Software License. Hardware and Software installations must be completed by a Scale Computing Certified installer, or deemed to be correctly installed, in order to be covered by this maintenance and support agreement. Software Licenses and Support Agreements are non-transferable. In the event that hardware is transferred, new licenses and support agreements may be available for purchase after recertification of the solution. Please see your reseller for more information.

2. **Fees.** Customers may subscribe to the Support and Maintenance Agreements by paying the annual maintenance fee. Support and Maintenance Agreements may be purchased for one or more years. The maintenance fee for each successive term shall be due and payable no later than the last day of the then current term. Customers will be required to pay an additional fee if maintenance services lapse and are subsequently resumed. Customers purchasing additional software or modules during the current term of their maintenance agreement will be required to pay additional maintenance fees for the additional software or modules.

3. **Term.** Maintenance agreements for new software have a one-year, three-year, or five-year term, beginning on the date the hardware or software is received. The term of a maintenance renewal will be included on the renewal notice. Scale Computing or your local reseller will endeavor to send a renewal notice prior to expiration of your current maintenance agreement. Maintenance agreements will automatically terminate: (i) upon termination of the Software License Agreement; and (ii) in the event that Customer fails to pay the then current maintenance fee when due. Customers may be required to purchase a renewal prior to receiving support. Customers are strongly encouraged to maintain an active support and maintenance contract to avoid incurring a delay in receiving support.

4. **Covered Software Versions.** The current software support policy covers all software products. Any versions older than the current version and prior version are not covered under the software support policy. Customers are strongly encouraged to keep up-to-date with software product releases in order to help prevent extended downtimes.

5. **Excluded Services.** Excluded from the coverage of this Agreement are services resulting from misuse or modification of the Software or Hardware by Customer, failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to problems or malfunctions related to Customer’s network, database, third-party software products, and/or workstation configurations or Customer’s hardware. Such excluded services, and additional consulting services such as training, setup and technical integration may be contracted separately at Scale Computing’s then current labor rates, subject to Scale Computing’s agreement.

6. **Customer’s Responsibilities.** Customer is responsible for (i) notifying Scale Computing of all problems for which Customer requires assistance, and (ii) allowing, if necessary, access to the Software, and (iii) the assistance of a qualified Customer representative, so that Scale Computing can perform Maintenance Services hereunder. Scale expects remote access to the Scale Cluster using remote-support tunneling, or remote desktop services such as WebEx or GoToMeeting. If remote support access is not allowed, our ability to resolve and troubleshoot issues is greatly diminished and may lead to service level transgressions.

7. **Customer Resource Center:** Customer will have Unlimited 24/7 access to the Scale Computing’s Solutions Database for frequently asked questions by logging into the Scale Computing Support Center found at www.scalecomputing.com/myscale/
8. **Support and Maintenance Services.** Scale Computing’s Technical Support Team is dedicated to providing its Customers with world-class product support as outlined below:

- **Telephone Support.** Scale Computing will provide telephone, e-mail, and web case logging support, the purpose of which is to assist the Customer with the Software capabilities, functionality, and characteristics as described in the Software Specifications and provide basic problem resolution assistance as required. This assistance does not cover training or consulting services.
  
  - **Standard Support:** Remote Hardware and Software telephone support is provided from 8:00 a.m. through 8:00 p.m., US Eastern Time Zone, Monday through Friday, excluding Scale Computing holidays. Such support may require a call back within 4 hours. In the event that a replacement part is needed, Scale will take the initial support call and work with the Customer and manufacturer to acquire a replacement part. The exchange part will be delivered via ground shipping from the manufacturer. Shipments have a 5:00 p.m. EST cutoff for replacement parts. Customers can receive Scale Computing’s Standard Technical Support by calling:
    - US toll free at 1-877-Scale 59 (1-877-772-5359) or (317) 856-9959
    - Outside of US at +1 (317) 856-9959
  
  - **Premium Support:** Remote Hardware and Software telephone support is provided 24 hours a day, 7 days a week, 365 days a year. Such support may require a call back within 2 hours. In the event that a replacement part is needed, Scale will take the initial support call and work with the Customer and manufacturer to acquire a replacement part. The exchange part will be delivered on the next business day via overnight shipping from the manufacturer. Shipments for next business day service have an 8:00 p.m. EST cutoff for replacement parts. Customers can receive Scale Computing’s Premium Technical Support by calling:
    - US toll free at 1-877-Scale 59 (1-877-772-5359) or (317) 856-9959
    - Outside of US at +1 (317) 856-9959

- **E-mail and Web Case Support:** E-mail and web case support is provided by sending an email to: support@scalecomputing.com, or by entering a case through the MyScale portal at www.scalecomputing.com/myscale/. Support is provided from 8:00 a.m. through 8:00 p.m., US Eastern Time, Monday through Friday, excluding Scale Computing holidays. E-mail and web case requests for support have a 4 business hour response time. E-mail and web case support is not provided after hours. Customers are encouraged to call Scale Computing if after hours support is required for an urgent issue.

- **Software Releases.** Scale Computing will make available to customers with, current support and maintenance agreements, such point releases/updates/uploads/Service Packs (minor patch releases resolving critical bugs) and/or enhancements to the Software that Scale Computing makes generally available to its Maintenance Customers at no additional charge when available. Customer shall be responsible for the installation and/or upgrade of the software. Some upgrades may not be “customer installable” and may require Scale Computing to perform the update. Such events may be considered a scheduled event.

  - **Standard Support:** Scale Computing will remotely assist customers with Standard Support in upgrading at no additional charge. These scheduled services are available 8:00 a.m. through 8:00 p.m., US Eastern Time, Monday through Friday, excluding Scale Computing’s holidays. Scale Computing is not obligated to perform after hours technical support for the installation or upgrade of the software. In the event that the Customer requests or necessitates after hours technical support for the installation or upgrade of the software, the Customer may be billed for such services at Scale Computing’s standard rates then in effect. In the event that onsite assistance is needed, and Scale Computing’s Professional Services are required, the Customer will be billed for such services at Scale Computing’s standard rates then in effect.

  - **Premium Support:** Scale Computing will remotely assist the Premium customers in upgrading at no additional charge. These scheduled services are available 24x7x365, in order to allow customers to schedule these maintenance services at non-peak times. In the event that onsite assistance is needed, and Scale Computing’s Professional Services are required, the Customer will be billed for such services at Scale Computing’s standard rates then in effect.