



Fusion ioMemory Product Support Services and Plans

The terms below describe the Support Services available for the Fusion ioMemory™ hardware and software product line (“**ioMemory**”), including the various Support Plans, and are subject to the terms and conditions of the Support Services Agreement between Western Digital Technologies, Inc. (the “**Provider**”) on the one hand, and you (the “**Customer**”), on the other hand (“**Agreement**”) and they constitute an integral part of the Agreement.

Service Levels for Generally Available ioMemory products

Warranty, Support and Subscription Options

Warranty Only

- Hardware warranty issues may be reported from 6am to 6pm Mountain Time, Monday-Friday, excluding Provider’s company holidays
- Covers hardware repair due to defects in material or workmanship
- ioMemory customer support determines if hardware replacement is necessary
- 30-day standard replacement coverage

Warranty Plus

- Provides installation support and troubleshooting for ioMemory products for a period of 1 year

Support and Subscription

- Multiple support options
- Priority handling based on business impact
- Covers all issues involving ioMemory products
- Assistance in identifying application-specific issues
- Defined service levels for contact response time and shipment of replacement hardware
- Hardware failure analysis for any failures encountered
- Expediting bugs, feature requests prioritization, and Provider’s partner engagements

	Warranty*	Warranty Plus	Silver	Gold	Gold non-return
Features	Details				
Hours of operation	6AM-6PM Mountain Time, Monday-Friday, Excluding Provider Holidays	6AM-6PM Local Business Hours, Monday-Friday,	6AM-6PM Local Business Hours, Monday-Friday	24 x 7	24 x 7
Response Within (severity 1)	N/A	1 hour	1 hour	30 minutes	30 minutes
Terms of Service	5 years	First year only if no other SnS is purchased	1, 3, 5 years	1, 3, 5 years	1, 3, 5 years
Hardware Replacement Method	Customer ships to Provider, Provider repairs or replaces product generally within 30 days (fees assessed for damaged product)	Customer ships to Provider, Provider repairs or replaces product generally within 30 days (fees assessed for damaged product)	Ships within 2 business days, then sent via 2 business day delivery service	Ships same day if order placed before 3pm US Mountain time, then sent via next business day delivery service	Non-Return, Certificate of Destruction Service
Access Method	Chat/Web/Email/Phone				

Response Method	Chat/Web/Email/Phone
Software and Firmware Updates	Yes

* Subject to Terms and Conditions

Support Service Types

- A) **Support:** Provider will use commercially reasonable efforts to provide Support Services in accordance with the applicable Support Plan. Software Releases, if offered under a Support Plan, are provided with remote support and subject to the applicable end user license agreement. Software Support is provided only for software that is a component included by or on behalf of Provider in an ioMemory product delivered by or on behalf of Provider. Software Support does not cover software purchased from a third party for use in an ioMemory product or which is otherwise not a component of the ioMemory product; for such third party software, Customer must seek support from the maker of such software. For Hardware Support, Provider will use commercially reasonable efforts to provide Support Services in accordance with the applicable Support Plan, subject to the following:
 - i) Provider is not responsible for transportation or customs delays;
 - ii) Provider is not responsible for delays due to equipment moved by Customer to a new physical install location.

- B) **Hardware Replacement Return.**
 - i) In the event of a hardware failure, Customer must contact the Technical Assistance Center (“TAC”) for hardware failure validation and troubleshooting. After the TAC has validated the hardware failure, Customer will receive a Return Material Authorization (“RMA”) number. To ensure proper tracking and handling of returned hardware or material (e.g., spares), all material returned to Provider must have a RMA number assigned prior to the return. Hardware returns that are improperly packaged or do not include the required information and RMA numbers maybe refused and returned to the Customer at their expense. Customer may be billed for the replacement Product if Customer retains the defective hardware without Provider’s written consent.
 - ii) Customer is responsible for removing all information and data that Customer has stored on any memory, including but not limited to hard disk drives and solid state drives (“drives”) before Customer returns the drives for repair or replacement. Customer is responsible for ensuring that it removes any kind of removable media (e.g., tapes) prior to returning any drives.

Severity Levels; Target Response Time

Provider shall use commercially reasonable efforts to respond to Incidents within the Target Response Time.

Severity Level	Description	Target Response Time ¹
Severity 1	System is down or severely degraded. The issue renders a business critical system or service unavailable, substantially unavailable or severely impacts normal business operations, and there is no known workaround, in each case prohibiting the execution of productive work.	1 hour from the time Customer creates a service request.
Severity 2	The issue renders a business critical system or service or performance severely restricted, but a function or functions but operations can continue in restricted operation with loss in features with no known workaround.	4 hours from the time Customer creates a service request.
Severity 3	The system is operational but experiencing minor	8 hours from the time

¹ Response times are within the working hours specified for each Support Plan.

	degradation or problems exist causing minimal impact. The Incident affects the ability of a group or individual to access or use a system or service or a key feature thereof, but such Incident does not prohibit the execution of productive work.	Customer creates a service request.
Severity 4	Customer requires information or assistance on product capabilities, installation, or configuration. Such Incident may require an extended resolution time, but does not prohibit the execution of productive work and a reasonable workaround is available. There is little or no impact to Customer's business operation.	24 hours from the time Customer creates a service request.

Note: Actual response times are subject to acts and conditions beyond Provider's control and, therefore, Provider's response may be delayed. Provider is not responsible for response delays caused by factors outside its control. Customer should contact a Sales representative of Provider for more details regarding availability for Customer's covered hardware systems.