

# InfiniFlash™ System Support Services and Plans

The terms below describe the Support Services available for the InfiniFlash™ System, including the various Support Plans, and are subject to the terms and conditions of the Support Services Agreement between either Western Digital Technologies, Inc., SanDisk International Limited, or SanDisk G.K. (as applicable, the “Provider”) on the one hand, and you (the “Customer”), on the other hand (the “Agreement”) and they constitute an integral part of the Agreement.

## Service Levels for Generally Available InfiniFlash System<sup>3,5</sup>

Features <sup>1</sup>	STANDARD GOLD SUPPORT PACKAGE
Support Operations	Details
Support Operations	24 hours a day, 7 days a week
Response Time (Severity 1 (as defined below))	30 minutes
Hardware Service Terms	1month; 1, 3 and 5 years available as Support Plan selected by customer subject to Provider's approval
SW Service Maintenance Terms	1month; 1, 3 and 5 years available as Support Plan selected by customer subject to Provider's approval
RMA/FRU Replacement	Next Business Day <sup>2,3</sup>
Access	Phone/Web/Chat
Response	Phone/Email
Onsite Field Technician	Option <sup>4</sup>
SW & Firmware Updates	Yes

Note<sup>1</sup>: All products must be under the same level of support

Note<sup>2</sup>: Non-Returnable flash option available

Note<sup>3</sup>: 4 hour and 2 hour parts shipping options available

Note<sup>4</sup>: Next Business Day (NBD), 4-hour and 2-hour options available for onsite field technician

Note<sup>5</sup>: InfiniFlash Systems have the following warranty features, subject to the Support Plan purchased by Customer and in effect for an InfiniFlash System unit:

### Warranty Feature

Support Operations	5AM-5PM PT Monday-Friday
Response Time (Severity 1)	N/A
Hardware Service Terms	3 years from shipment
RMA/FRU Replacement	Ships in 30 Days
Access	Phone/Web/Chat
Response:	Phone/Email
Onsite Field Technician	No
SW & Firmware Updates	Yes

Note<sup>5</sup>: For the period in which InfiniFlash Systems are purchased prior to general availability, or for the period of evaluation of generally available InfiniFlash Systems evaluated under a conditional PO or other form of evaluation or pre-sales support for which support has been paid or is otherwise provided by Provider, the following feature service levels shall govern:

Feature	Service Level
Support Operations	9AM-5PM Pacific Time Monday-Friday
Response Targets	Commercially reasonable efforts
RMA/FRU Replacement	Ships in 3 Business Days
Access Methods	Phone/Email only
Response Method	Phone/Email only
SW & Firmware Updates	Yes

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## Support Services 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 InfiniFlash System delivered by or on behalf of Provider. Software Support does not cover software purchased from a third party for use in an InfiniFlash System or which is otherwise not a component of the InfiniFlash System; for such third party software, Customer must seek support from the maker of such software unless Provider explicitly states its support of such software in the applicable Support Plan for such InfiniFlash System. 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 in countries where there is no in-country support depot for or on behalf of Provider;
  - ii) Provider is not responsible for delays due to equipment moved by Customer to a new physical install location, where Provider was not notified of such movement; and
  - iii) Provider is not responsible for delays of moved equipment to a new physical install location, where Provider did not receive a minimum of 30 days advance notification.
- B) **Spare Parts/Replacement FRUs:** If included in the applicable Support Plan, Provider will use commercially reasonable efforts to ensure that spare parts / FRUs for the purchased service level are available at the designed location to meet the obligations and target times as set forth in this Support Plan. As part of Provider's commercially reasonable efforts, Provider shall, within thirty (30) days after Customer's completed initial purchase of Support Services under this Support Plan, position spare parts / FRUs to support Customer's purchased support level. Provider may at its sole discretion utilize either new or refurbished parts to replace hardware under warranty terms and/or Customer's purchased support level. Such parts may be refurbished to "like new" standards elected by Provider utilizing its processes, assembly and testing.
- i) Spare parts / FRUs will be positioned geographically at the local support depot of Provider, based on the physical install location(s) of equipment as provided by the Customer.
  - ii) Customer is responsible to provide Provider with advance notice of changes or movement of equipment at least 30 days in advance of such change or move.
  - iii) Changes or physical movement of Customer equipment may require up to 30 days for Provider to set up or re-position spare parts / FRUs from date of notification by Customer.
  - iv) For certain countries or jurisdictions, set up or re-positioning of spare parts / FRUs may require up to 90 days.
- C) **On-Site Field Service Technician (Hardware Only):** If included in the applicable Support Plan, upon Customers request, Provider will use its commercially reasonable efforts to dispatch a field service technician ("FST") to the affected Customer site in accordance with the terms and timeframes detailed in the applicable Support Plan. Provision of on-site FST is subject to the following limitations:
- i) On-Site FST dispatch is limited to hardware replacement only. Provider does not provide on-site assistance for software troubleshooting, or any software related issues.

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ii) On-site FST dispatch may not be available for some products, or in some geographic regions, and if desired for on-going support, may require a “set up” period before they can be made available to Customer. During such “set up” period, Provider will use commercially reasonable efforts to provide to Customer the closest available service then available with respect to such product line, or in such geographic region. All on-site services are provided in the regional time zone of where the physical Customer site is located.

**D) 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 <sup>1</sup>
<b>Severity 1</b>	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.
<b>Severity 2</b>	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.
<b>Severity 3</b>	The system is operational but experiencing minor 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.	8 hours from the time Customer creates a service request.
<b>Severity 4</b>	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.

<sup>1</sup> Response times are within the working hours specified for each Support Plan.



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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.