

## **SUPPORT SERVICES: GENERAL TERMS & CONDITIONS** **(“Services General Terms”)**

### **1. POINT OF CONTACT.**

Customer will designate a minimum of two (2) trained individuals authorized to open service requests with Pillar, including an after-hours contact. These designated individuals will be Pillar’s primary points of contact for support issues involving the Customer.

### **2. PILLAR SUPPORT WEB SITE REGISTRATION AND PROFILE.**

Customer will be responsible for registering the Pillar Product(s) purchased on Pillar’s Support web site (<http://support.pillardata.com>) and creating Customer’s business profile. Customer is further responsible for keeping the business profile up-to-date and Pillar Product location(s) current and accurate.

### **3. PRODUCT LOCATION AND SITE REQUIREMENTS.**

Customer will be responsible for ensuring that the Pillar Product is installed in a suitable location and in compliance with the specifications set forth in Pillar Data System’s applicable site planning and installation guides if installation is done by Customer or a subcontractor of Customer (other than Pillar). Customer agrees to provide timely, full and free access to the Pillar Product, adequate working space, and a healthy and safe work environment for Pillar-authorized service personnel, if any, performing installation or on-site maintenance. Customer is responsible for securing any and all necessary clearance(s) and/or site entry permission(s), as may be required, for Pillar-authorized service personnel to access the Pillar Product prior to their arrival for the service engagement.

### **4. DATA RECOVERY.**

To protect against loss of or damage to Customer data, Customer is responsible for having in place – and performing routinely – data back-up, data recovery, and disaster recovery measures.

### **5. REPLACEMENT PARTS RETURN.**

The Standard Hardware Warranty for Pillar Product(s) provides advance shipment of replacement parts for the term of the applicable Standard Hardware Warranty. Customer shall be responsible for returning defective components, at Pillar’s expense, within ten (10) calendar days after receipt of the replacement part(s) to avoid being charged for the part(s). All replacement part shipments, including those to remedy dead-on-arrival (DOA) Pillar Products or Pillar Product components, will be immediately booked as a sale with deferred invoicing of the Customer. If an acceptable return is not received within ten (10) calendar days, plus reasonable shipping time, an invoice for the replacement part(s) will be mailed to Customer referencing this document, the order number of the replacement part(s), and the service request number which initiated the shipment. Proof of return shipment is the responsibility of the Customer in reconciling any lost shipments. If it is determined that the shipment was lost by the Pillar-designated shipping company, or an acceptable return is received within the allowable return window, the Customer’s account will be credited against the open invoice amount with no subsequent billing. Receipt of defective part(s) within the allowable return window notwithstanding, Pillar reserves the right to invoice Customer for returned parts that show evidence of having been subjected to misuse. Customer is responsible for permanently deleting any and all of its data on the returned parts prior to the parts being shipped back to Pillar. Pillar shall not be liable nor responsible for any data Customer leaves on the returned parts.

### **6. DOA POLICY.**

If during the installation of the Pillar Products and for a period of 14 days thereafter, any hardware components of the Pillar Products suffer from a continuing material defect preventing their normal operation, i.e., dead-on arrival (“DOA”), Pillar, at the Customer’s request, will promptly replace the defective components and install the replacement components at no charge to Customer.

### **7. NON-RETURNABLE MEDIA.**

Customers who wish to retain defective disk drives and/or field-replaceable volatile memory components are obligated to subscribe at time of their original Pillar Product purchase to the Pillar Premium ‘No-Return Media Option,’ or be subject to no-return charges. If requested by Pillar, Customer agrees to promptly provide to Pillar a written certificate of destruction confirming the destruction by Customer of the replaced components covered by this service. Failure to provide this certificate in a timely manner will result in Pillar invoicing the Customer and the Customer being obligated to pay for the replacement components.

**8. USE OF REFURBISHED MATERIAL.**

Pillar reserves the right to use, at its discretion, refurbished material in providing replacement parts under terms of the hardware-related warranty services as described in the attached Exhibit A, Support Services Offerings. Such replacement parts shall be tested to ensure that they function in an equivalent manner to, or better than, the original parts which they are intended replace.

**9. CHANGES TO CONTRACTED LEVEL OF SERVICE, HARDWARE CONFIGURATION OR PRODUCT LOCATION.**

Customer will notify Pillar in writing of any desired changes to Support Service levels, and/or changes to the Hardware configuration(s) or location(s) of Pillar Products covered under Support Service(s). Pillar will confirm whether the Support Service desired is available in the new location(s), and any applicable pricing changes. The parties will then formalize such purchase/change in writing, which may be made by amendment to the Customer's Pillar Purchase Agreement or EULA (as defined below) applicable to the affected Pillar Product(s). Pillar is not contractually obligated to support changes to Hardware configurations and/or Pillar Product relocations unless so formalized in writing.

**10. SYSTEM CONFIGURATION CHANGE**

Before making any change to a system configuration, including the addition, removal or change of hardware or software components, Customer must consult with Pillar in order to ensure that the change is adequate. Further, the Customer must maintain a consistent level of service for the reconfigured system. Any such change or reconfiguration may require a corresponding adjustment to the service contract and must be approved by Pillar in writing and in advance. Failure to secure such approval may void warranty and service coverage and result in additional service charges for the Customer.

**11. SOFTWARE AND FIRMWARE UPDATES AND VERSION MAINTENANCE.**

Customer shall be responsible for maintaining software and firmware revisions on their Pillar Product(s), via download from the Pillar Support web site (<http://support.pillardata.com>), to levels consistent with the minimum supported versions. As standard policy, Pillar's support obligation extends only to the two most recent point releases of the then shipping OS version, and the two most recent point releases of the major release immediately preceding such OS version, inclusive of all drivers and firmware associated with these major/point release combinations. Major releases are signified by the integer preceding the first delimiter in the OS version string, while the point release is indicated by the integer immediately following the first delimiter in the OS version string (e.g. for the OS version designated **3.04.02**, the major release is **3**, and the point release is **4**). As an example, if the last, officially released, OS version in the 2.0 branch – prior to moving to the 3.0 branch – was **2.12.06**, and the currently shipping OS version is **3.04.02**, Pillar's support obligation would extend only to OS versions **3.04.xx**, **3.03.xx**, **2.12.xx** and **2.11.xx**. Failure to maintain Pillar Product software and firmware to these supported levels without the express authorization of Pillar will relieve Pillar of any obligation to resolve Customer technical issues and provide support.

**12. FIELD HARDWARE RETROFITS, UPGRADES AND RECALLS.**

In the event that Pillar deems it necessary to perform field retrofits, upgrades or recalls due to critical functionality, reliability or product safety issues, Customer will make commercially reasonable efforts to comply with such requests in a timely manner, and make available for service or return all affected Pillar Product(s).

**13. HARDWARE SUPPORT REINSTATEMENT.**

In the event that Customer chooses to discontinue Hardware Support Services, and subsequently elects to reinstate such Support Services, Pillar reserves the right to retroactively charge the Customer an additional fee, equivalent to the then current list price of Hardware Support Services, for the time period between expiration of the prior Hardware Support Services contract and the date on which such services are reinstated. Customer shall authorize Pillar, for a fee, which may be waived at Pillar's sole discretion, to perform a recertification inspection to ensure Pillar Product(s) pass Pillar's documented specifications. If the Pillar Product(s) do not pass inspection, with Customer's authorization, Pillar will be contracted, for a fee, to bring the Pillar Product(s) to the documented product specifications in order to permit the Pillar Product(s) to be covered under Hardware Support Service. Customer will be charged re-certification labor, materials and travel expenses, if travel is required. Billing will be at Pillar's then current Time and Materials ("T&M") rate. Pillar reserves the right to refuse renewal of Hardware Support Services for Pillar Products which have not been under an active Hardware support contract for a period greater than 180 days.

**14. SOFTWARE SUPPORT REINSTATEMENT.**

In the event that Customer chooses to discontinue Pillar Software Support Services, and subsequently elects to reinstate such Support Services, Pillar reserves the right to retroactively charge the Customer an additional fee, equivalent to the then current list price of Pillar Software Support Services, for the time period between expiration of the prior Pillar Software Support Services contract and the date on which such services are reinstated. Pillar reserves the right to refuse renewal of Pillar Software Support Services for Pillar Products which have not been under an active Pillar Software support contract for a period greater than 180 days.

**15. TARGETED SERVICE LEVELS.**

Pillar will forward-stock critical replacement parts and staff its Technical Support Center (TAC) and field service offices in a manner consistent with supporting the contractual service level commitments (SLCs) as described in the attached Exhibit A. Failure to achieve these targeted service levels will initiate an internal closed loop corrective action (CLCA) process which will provide the affected Customer(s) with a document describing the cause of the service performance error, and resulting corrective action(s) taken to prevent recurrence, within 30 days of the non-compliant event.

**16. SUPPORT SERVICES EXCLUSIONS.**

Pillar's Support Services Offerings, as detailed in Exhibit A, do not create, nor do Pillar's prices include, any obligation, express or implied, to provide maintenance or support involving the repair or diagnosis of damage, malfunctions or product failures caused by: (a) any third party; (b) accident, misuse or abuse; (c) alteration of Pillar Product(s) (including modification of Pillar Software or Hardware) by anyone other than Pillar or a Pillar-authorized service provider; (d) Third Party Components sold by Pillar or a Pillar reseller that are not explicitly covered by a Pillar Product warranty and/or Pillar Support Services, as specified in the applicable documentation; (e) products not sold by Pillar that are attached to or used with Pillar's Products, even if said non-Pillar or non-authorized products were sold by one of Pillar's authorized resellers; (f) the Customer's failure to provide a proper environment for the Pillar Product(s) (within the range of tolerances listed in the applicable Pillar site planning and installation guides); (g) damage during transit (other than shipment from Pillar to Customer); (h) power surge or failure; (i) acts of God such as fire, storm, flood, or earthquake, government acts, labor strikes, acts of terrorism and riots or acts outside of Pillar's control; or (j) any other condition not arising under normal operating conditions.

**17. NON-CONTRACTED SERVICE.**

Pillar and Customer hereby acknowledge that, from time to time, Pillar may be requested by Customer to perform Product-related services which are not covered within the scope of Support Services previously purchased by Customer for the Pillar Product(s). When agreed to in writing by Customer and Pillar, Pillar will provide such services in a commercially reasonable manner. The charges incurred by the Customer for such services shall be assessed at Pillar's then current T&M or per incident rates, as applicable.

**18. RENEWAL, SUSPENSION AND TERMINATION OF SUPPORT SERVICES.**

Customer may terminate Pillar Support Services, exclusive of bundled standard warranties, without cause by written notice to Pillar not less than ninety (90) days prior to the earlier of: (a) the expiration date of the Support Services contract currently in effect; or (b), in the case of a multi-year Support Services contract, the date on which the 1-year contract currently in effect would expire had the multi-year contract been purchased as a series of contiguous 1-year contracts (the "Services Termination Date"). Any fees pre-paid by Customer for Support Services extending beyond the Services Termination Date will be first credited against any receivable owed Pillar by Customer, and any remaining surplus will be refunded to Customer, less all incentive discounts incorporated into the List Price of Support Services, as originally purchased, for the term remaining. Termination of Support Services notwithstanding, Pillar shall continue to fulfill its obligations as set forth and so described in Exhibit A for the Support Services purchased by Customer, up to, and including, the Services Termination Date, provided Customer remains in compliance with all of its obligations as set forth in the Pillar End User License Agreement, and as set forth herein. If Pillar does not receive such termination notice in a timely manner, the Support Services previously contracted for by Customer shall be automatically extended for another year, at Pillar's then applicable fees and other terms and conditions. If Customer is delinquent in its payment obligations to Pillar or to the Pillar reseller of the Products and Support Services, Pillar reserves the right, without any liability, to (1) suspend providing the Support Services to Customer, and (2) if Customer's payment delinquency continues for more than sixty (60) days, to stop providing the contracted Support Services to Customer and to terminate the applicable contract(s).

**19. PART OF PILLAR AGREEMENT – CHANGE OF TERMS.**

The Pillar Support Services Offerings, attached hereto as Exhibit A, including these Services General Terms, are part of the Pillar End User License Agreement ("EULA") covering the Product(s) purchased by Customer and, unless otherwise expressly specified in writing, are incorporated by reference within such Agreement. Terms not defined in this Services General Terms or the exhibits attached hereto are defined in the EULA, and shall have their respective meanings as established therein. The EULA is not assignable without Pillar's prior written consent, and as such, Support Services may not be assigned to another party without Pillar's prior written consent. Pillar reserves the right to change the terms of these Services General Terms, inclusive of the Support Services Offerings, from time to time by posting a new/different Services General Terms on its web site ([www.pillardata.com](http://www.pillardata.com)); provided that the terms and conditions of the Services General Terms and attached Support Services Offerings in effect as of the date of Support Services sales order booking by Pillar shall apply to that specific sales order.

## EXHIBIT A

### Support Service Offerings

**NOTE: Third Party Components offered by Pillar are provided on a resale basis only and are not covered by a Pillar warranty. Such Products are warranted and supported directly by the respective OEM, and not by Pillar. Third Party Services maintenance and support contracts for Third Party Components, if available from Pillar, are provided on a resale basis only, and are governed by the terms and conditions established by the respective OEM, and not these Services General Terms.**

Pillar offers the following Support Services Offerings for Pillar Products, each of which is described in more detail below. Pillar reserves the right to subcontract some Support Services and is responsible for the performance of its subcontractors. Following the general description of each of the Support Services Offerings are some of the general terms relating to how the Support Services Offerings are provided, and Customer's responsibilities under each of the same. The Pillar Standard Hardware Warranty and Standard Software Warranty are bundled with the Products at no additional cost, and which remain in effect during the applicable hardware and/or software standard warranty periods. Support for Pillar Software requires the purchase of Software Subscription & Support, which provides the additional benefit of software feature and functionality upgrades for the term of the contract. **Software Subscription & Support contracts supersede the Standard Software Warranty and must be booked at the original time of Product purchase.** Premium Hardware coverage is also available for a fee.

**Note: The specific Support Services contracted for by Customer will be listed on the applicable Quotation and/or Sales Order Acknowledgment.**

To be entitled to support, Customers must have an active support contract currently in effect at the time that Pillar's Technical Assistance Center is contacted – either as a consequence of Standard Warranty coverage or as the result of purchasing Pillar Extended Maintenance and Support.

#### **Current Warranty and Service Offerings:**

- 1) Pillar Standard Warranty
- 2) Pillar Software Subscription and Support
- 3) Pillar Premium: 4-Hour Parts Replacement with Onsite Service
- 4) Pillar Premium: No-Return Media Option
- 5) Pillar Premium: Supplemental Spares

#### **Previous Warranty and Service Offerings:**

- 1) Pillar Extended Hardware Warranty
- 2) Pillar Premium: 4-Hour Parts Replacement
- 3) Pillar Premium: Next Business Day Onsite Service

**Note: These service offerings will no longer be included on new quotes; however these descriptions govern all existing contracts in place for these services.**

### Current Warranty and Service Offerings

#### **1. PILLAR STANDARD WARRANTY**

- (a) **Standard Software Warranty:** Provides Customer with access to and technical support for software and firmware as shipped, including major defect resolutions, bug fixes, updates and any maintenance releases that occur during the coverage term. **NOTE: The Standard Software Warranty does NOT entitle Customer to software upgrades or major releases which may include feature enhancements and/or additional functionality unless these extended capabilities are incorporated into a maintenance release specifically compiled for the code version originally shipped with the Customer's Pillar Product.**

**Coverage Starts:** Upon shipment of your order by Pillar

**Coverage Term:** 90 days

**Support Availability:** Standard Hours of Operation (24x7x365 for Priority 1 issues only)

**Update Notification:** Pillar Support web site

**Update Method:** Download

- (b) **Standard Hardware Warranty:** Provides Customer with technical support for Hardware-related issues and advance shipment with next business day delivery of critical replacement parts.

**Coverage Starts:** Upon shipment of your order by Pillar

**Coverage Term:** One (1) Year for all systems

**Support Availability:** Standard Hours of Operation (24x7x365 for Priority 1 issues only)

**Parts Delivery SLC:**

**U.S./Canada:** Next business day delivery by 5:00 PM (17:00) local time, excluding holidays, for all dispatches initiated by 6:00 PM (18:00) Eastern Time. Parts dispatched on Fridays will be delivered on the following Monday, unless Monday falls on a holiday.

**EMEA:** Next business day delivery by end of business local time, excluding holidays, for all dispatches initiated by 15:00 GMT. Parts dispatched on Fridays will be delivered on the following Monday, unless Monday falls on a holiday.

For a current listing of Pillar-recognized public holidays by country, click [here](#).

- (c) **Telephone Support:** This service provides Customer with direct access to trained Technical Support Engineers (TSEs) during Standard Hours of Operation, as defined in the attached Exhibit B. Issues reported outside of Standard Hours of Operation are assigned to a TSE on the next business day. Technical Support for Priority 1 issues is available 24 hours a day, 7 days a week, 365 days a year. **All Priority 1 issues must be reported via telephone to the Pillar Technical Assistance Center (TAC).** Customers must have a current and accurate profile in the Pillar case management system. This profile must be entered accurately and completely and kept current by the Customer via the Pillar Support web site (<http://support.pillardata.com>).
- (d) **Email Support:** This service provides Customer with email access to trained TSEs during Standard Hours of Operation. Emails received outside of Standard Hours of Operation are assigned to a TSE on the next business day. **All Priority 1 issues must be reported via telephone to the Pillar TAC.**
- (e) **Pillar Advanced Event Notification Services (Call-Home):** Pillar Call-Home advanced notification service (when enabled) will monitor and diagnose Customer's Pillar Axiom Product and, if a problem occurs, may send encrypted messages to the Pillar TAC regarding the health and operation of the Pillar Product. The messages cover a wide variety of events and system conditions. Pillar TSEs review and archive all Call-Home messages. Selected types of Call-Home messages may result in the creation of a service request by Pillar on behalf of the Customer. The Pillar TAC will handle these automated service requests just as if the Customer had initiated them directly via telephone, email or the Pillar Support web site. All Customers with active Pillar support contracts are entitled to this service.

Examples of some typical Call-Home events that are monitored and automatically forwarded to Pillar by the Pillar Axiom Product are as follows:

- Battery Low
- Power Supply Failure
- Disk Failure
- Fan Failure
- Memory Error
- Reboot or Timeouts
- Various File System and Storage Warning or Error events
- Any Fail-Over event

- (f) **Pillar Support Web Site:** Customers with active Pillar Support Services contracts can access various product and services related information available on the Pillar Support Web Site, including technical reports, on-line documentation and FAQs. Customers can also manage/update its own account information and initiate, or check the status of, service requests. Customers with an active Standard Software Warranty to download software patches, updates and maintenance releases. Customers with premium Software Subscription & Support contracts in effect can access and download software upgrades and other releases (except for major releases), as they become available. **NOTE: Customers who elect not to upgrade beyond the Standard Software Warranty are NOT entitled to software upgrades. Major releases require the payment of an additional fee.**
- Additional Information:**

- Principal Hours of Access: 24x7x365 days a week including holidays.
- All Customers with active Pillar support contracts are entitled to access.
- Customer may not share login or password, or any information obtained from the Pillar Support web site, which is Pillar's confidential information, with anyone outside of Customer's organization. Unauthorized dissemination of account information by Customer to a third party will void access privileges to the site and will constitute a breach of the confidentiality obligations of the Pillar Agreement as defined in the Services General Terms.

## 2. PILLAR SOFTWARE SUBSCRIPTION AND SUPPORT

Software Subscription & Support affords Customers access via the Pillar Support web site (<http://support.pillardata.com>) to software releases, other than major software releases, during the term of coverage and as they become available. Major Software releases will be available for an additional fee. Software Subscription & Support may be available in a variety of coverage terms, with a minimum term of 1 year required. Further extension of Software Subscription & Support coverage beyond the initial plan selected is available only in 1-year increments thereafter, up to a maximum, total coverage term of 5 years. **NOTE: Software Subscription & Support must be booked at the original time of Pillar Product purchase and supersedes the Standard Software Warranty.** The Standard Software Warranty only covers maintenance and defects related to the software version originally shipped, and does not allow Customer access to feature and functionality upgrades. Software Subscription & Support coverage commences 30 days post-shipment. Software Subscription & Support coverage for renewals begins immediately upon expiration of the prior Software Subscription & Support contract. For gap cases, refer to Section 14, Software Support Reinstatement, of the Services General Terms.

**Software Subscription & Support Availability Cut-off:** 2 years following Software Product end-of-life (EOL), subject to upgrade to supported versions as specified in Section 11 of the Services General Terms or as otherwise requested by Pillar.

### **Pillar Support Web Site Access and Pillar Call-Home Service**

This Support option entitles the Customer to access the Pillar Support web site as described in Section 1, above, for the term of the extended coverage purchased.

## 3. PILLAR PREMIUM: 4-HOUR PARTS AND ONSITE SERVICE

Provides Customer with technical support for Hardware-related issues and advance shipment of critical replacement parts and includes onsite replacement part installation by a Pillar-authorized service engineer as specified below.

**SPECIAL NOTE: Onsite service personnel will require access to: Customer's Pillar Product administration staff; a workstation with network access to the Pillar Product; a high speed connection to the Internet to facilitate file transfer with the TAC; and a telephone in close proximity to the Pillar Product.**

**Coverage Starts:** Upon shipment of your system by Pillar or upon expiration of prior contract.

**Coverage Term:** Minimum of 1 year, with additional coverage terms available for select Pillar Products. Extension of coverage beyond plan chosen at initial purchase available only in 1-year increments

**Support Availability:** Standard Hours of Operation (24x7x365 for Priority 1 issues only)

**Parts Delivery SLC:** Advance shipment and delivery as defined in the Response Time Target section below.

**Onsite Service SLC:** As defined in the Response Time Target section below.

**End of Support Availability:** 3 years following Hardware Product end-of-life (EOL).

### **Response Time Targets**

#### **Priority 1**

If Pillar determines, in its sole discretion, that onsite support is appropriate, a Pillar-dispatched engineer will generally arrive at your location within the time frames specified below.

Within 4 hours: Your covered hardware system must be within 25 miles/40 kilometers of a designated Pillar service location

Next Day: Your covered hardware system is greater than 26 miles/41 kilometers from a designated Pillar service location

#### **Priority 2**

If Pillar determines, in its sole discretion, that onsite support is appropriate, an Pillar-dispatched engineer will generally arrive at your location within the time frames specified below.

Within same business day: Your covered hardware system must be within 25 miles/40 kilometers of a designated Pillar service location

Next Day: Your covered hardware system is greater than 26 miles/41 kilometers from a designated Pillar service location

### Priority 3

If Pillar determines, in its sole discretion, that onsite support is appropriate, an Pillar-dispatched engineer will generally arrive at your location the next business day from the close of local business hours or at a later mutually agreed-upon time (e.g., scheduled maintenance window).

**NOTE: Certain geographic limitations may apply to the availability of this service.** The geographic location of your covered hardware system may cause on-site service to be unavailable or may require additional charges or longer Severity 1, Severity 2 and Severity 3 response times. Pillar reserves the right, in its sole discretion, to adjust Severity 1, Severity 2 and Severity 3 on-site response times or charge additional fees based on the location of the covered hardware system. Actual response times are subject to acts and conditions beyond Pillar's control and, therefore, Pillar's response may be delayed. Pillar is not responsible for response delays caused by factors outside its control. You should contact an Pillar Support Sales representative for more details regarding availability for your covered hardware systems.

## 4. PILLAR PREMIUM: NO-RETURN MEDIA OPTION

In the event that the Customer wishes to retain possession of defective disk drives and/or field-replaceable volatile memory components of their Hardware due to security concerns or other business policies, the Customer may purchase the No-Return Media Option which will allow the Customer to keep failed disk drives and memory DIMMs on which Customer data and/or configuration information may be stored. Customers purchasing the No-Return Media Option will not be charged for failure to return these components of their Hardware if field replacement is required.

**Coverage Starts:** Upon shipment of your system or upon expiration of prior contract.

**Coverage Term:** Minimum of 1 year, with extension of coverage available in 1-year increments. **Pre-Requisites:** Requires concurrent Standard Hardware Warranty or Extended Hardware Warranty contract.

**End of Support Availability:** 3 years following Hardware Product end-of-life (EOL).

## 5. PILLAR PREMIUM: SUPPLEMENTAL SPARES

Customized Spares Kits provide on-site ready access to critical replacement parts. Customers can reduce the cost of downtime and increase Pillar Product availability by purchasing a Component Spares Kit. Spares Kits are priced separately from annual service contracts, and are configured to meet the needs of the Customer's specific Pillar Product. Spares Kits are replenished by Pillar in accordance with the terms specified in the warranty or service contract then in effect for the Customer's Pillar Product(s) and do not otherwise carry any separate warranty and/or service entitlement.

## Previous Warranty and Service Offerings

**These service offerings will no longer be included on new quotes; however these descriptions govern all existing contracts in place for these services.**

### 1. PILLAR Extended Hardware Warranty

Pillar Extended Hardware Warranty allows the Customer to continue to receive the substantial benefits of the Pillar Standard Warranty beyond the applicable warranty period to meet its specific needs. This offering allows Customers to extend the coverage period for the Standard Hardware Warranty.

The terms of the Extended Hardware Warranty are identical to those described in Section 1 of the Current Warranty and Service Offerings section, above.

### **Pillar Support Web Site Access and Pillar Call-Home Service**

This Support option entitles the Customer to access the Pillar Support web site as described in Section 1, above, for the term of the extended coverage purchased.

## 2. PILLAR PREMIUM: 4-HOUR PARTS DELIVERY

Provides Customer with technical support for Hardware-related issues and advance shipment of critical replacement parts for delivery within 4 hours of dispatch by Pillar TAC. **NOTE: Certain geographic limitations may apply to the availability of this service. Availability in a particular country, region or city is subject to confirmation by Pillar Sales Operations prior to sales order booking.**

**Coverage Starts:** 30 days post-shipment.

**Coverage Term:** Minimum of 1 year, with additional coverage terms available for select Pillar Products. **Support**

**Availability:** Standard Hours of Operation (24x7x365 for Priority 1 issues only)

**Parts Delivery SLC:** Advance shipment and delivery within four (4) hours following part(s) dispatch by Pillar TAC.

**Pre-Requisites:** Requires concurrent Standard Hardware Warranty or Extended Hardware Warranty contract.

**End of Support Availability:** 3 years following Hardware Product end-of-life (EOL).

### 3. PILLAR PREMIUM: NEXT BUSINESS DAY ONSITE SERVICE

Provides Customer with onsite technical support for Hardware-related issues on the business day following problem diagnosis by Pillar TAC. Requires TAC problem diagnosis prior to Parts Delivery SLC cutoffs indicated in Section 1b, above, for Standard Hardware Warranty support. Includes onsite replacement part installation by a Pillar-authorized service engineer. **NOTE: Certain geographic limitations may apply to the availability of this service. Availability in a particular country, region or city is subject to confirmation by Pillar Sales Operations prior to sales order booking.**

**SPECIAL NOTE: Onsite service personnel will require access to: Customer's Pillar Product administration staff; a workstation with network access to the Pillar Product; a high speed connection to the Internet to facilitate file transfer with the TAC; and a telephone in close proximity to the Pillar Product.**

**Coverage Starts:** 30 days post-shipment,.

**Coverage Term:** Coverage can only be purchased in 1-year increments, up to a maximum, total coverage term of 5 years.

**Support Availability:** Standard Hours of Operation (24x7x365 for Priority 1 issues only)

**Parts Delivery SLC:** See Parts Delivery SLC in Section 1b, above.

**Onsite Service SLC:** Next business day following Pillar TAC service dispatch (contingent upon Parts Delivery SLC cutoffs for next business day delivery).

**Pre-Requisites:** Requires concurrent Standard Hardware Warranty or Extended Hardware Warranty contract.

**End of Support Availability:** 3 years following Hardware Product end-of-life (EOL).

## EXHIBIT B

### Service Request Initiation, Priority & Escalation Matrix

#### SERVICE REQUEST INITIATION

Service requests can be initiated by phone, by email or via the Pillar Support web site.

#### WORLDWIDE TECHNICAL ASSISTANCE CENTER:

Phone: U.S.                    877-4PILLAR (877-474-5527)  
          Europe                +800-PILLAR-FS (+800 74 55 27 37)  
                                       [where + indicates local country international exit code]  
          South Africa        +0 800 980 400  
          Asia Pacific         +1-408-518-4515

Web:    <http://support.pillardata.com/>  
 Email: support@pillardata.com

#### STANDARD HOURS OF OPERATION:

U.S.                    6:00am – 6:00pm PST, Mon – Fri (excluding Pillar company holidays)  
 EMEA                8:00am – 6:00pm GMT, Mon – Fri (excluding Pillar company holidays)  
 Asia Pacific        6:00am – 6:00pm PST, Mon – Fri (excluding Pillar company holidays)

#### INFORMATION REQUIRED TO OPEN A SERVICE REQUEST

- ✓ System Serial Number
- ✓ Customer name and authorized contact details
- ✓ Problem Description

#### SERVICE REQUEST PRIORITY – DEFINITION

When a service request is created by the Pillar Technical Assistance Center (TAC), a priority is assigned to the service request based on the problem type. Priorities and corresponding response targets are defined as follows:

Priority	Definition	Examples	Response Target	Status Target	Fix/WA Target
P1	Severe Business Impact	Production System down Data corruption or not available to users Repeated system crashes System performance is significantly degraded	Phone: 30 mins Email/Web: N/A (phone only)	As mutually agreed upon	Continuous effort until WA/patch provided
P2	Significant Functionality Loss (No Workaround)	System available but major function lost Performance is tolerable Data integrity or availability not compromised Intermittent system crashes or hangs	Phone: 1 bus hour Email/Web: 8 bus hours	Daily	2 business days
P3	Minor Impact (Workaround Available)	How - to questions General technical inquiries Configuration or set-up questions	Phone: 1 bus hour Email/Web: 8 bus hours	Every 3 days	5 business days
P4	No Operational Impact	General inquiries Requests for enhancements (RFE's)	TBD based on issue	TBD based on issue	TBD based on issue

**SERVICE REQUEST ESCALATION – DEFINITION**

When a service request is not resolved within a pre-determined period of time, the service request will be automatically escalated to increasingly higher levels of company management in accordance with the matrix below.

Escalation Owner	Priority Levels			
	P1	P2	P3	P4
On-Call Duty Manager	1 Hour	4 Hours	1 Day	3 Days
Vice President, Customer Service	8 Hours	24 Hours	3 Days	5 Days
Chief Operating Officer (COO)	24 Hours	48 Hours	5 Days	10 Days