

## **SERVICE DESCRIPTION: HARDWARE MAINTENANCE SERVICES**

### General

Park Place Technologies ("PPT") will provide support services and service coordination for the hardware maintenance and/or repair of the Customer equipment to an operational state as described in this Service Description ("Hardware Maintenance Services"). Hardware Maintenance Services will be available for Customer equipment identified for such services on the Order Schedule (the "Covered Equipment").

Hardware Maintenance Service delivery is accessed by way of PPT's Central Park customer portal. Prior to commencement of the Term, Customer will be provided with on-boarding instructions to set up an account in Central Park.

### Related Services

Hardware Maintenance Customers may also enroll in ParkView Automated Support, ParkView Performance Insights and/or Software Technical Support, which are additional service offerings of PPT available for Covered Equipment. Enrollment in any of these additional offerings is at an additional charge and will be identified on the Order Schedule. *See the service descriptions for Parkview Automated Support, ParkView Performance Insights and Software Technical Support located at [www.parkplacetechologies.com/contracts/](http://www.parkplacetechologies.com/contracts/).*

### First Time Fix Guarantee™

If PPT is unable to resolve a storage, server or network hardware issue on its first customer site visit, upon Customer's request, PPT will credit one month of maintenance fees and ParkView Automated Support fees, if applicable, for individual devices which are qualifying Covered Equipment. The device must be supported by ParkView Automated Support and be Covered Equipment under an active maintenance contract to qualify. If the Customer's maintenance contract expires less than sixty (60) days from the event, the credit will only be available with respect to a renewal contract. All Tape Storage Products, Dell EMC Avamar, Dell EMC Centara, SuperMicro Servers (white box), Dell EMC RecoverPoint, Dell EMC Vblock, HPE Proliant DL980G7, Lenovo x3950 X6, Nvidia DGX, and EMC Isilon Gen6, as well as onsite field engineer log collections, are excluded from the First Time Fix Guarantee™.

### Service First

If a Customer requests maintenance services on equipment not then included in Covered Equipment, PPT will seek Customer approval to provide responsive maintenance services to the extent within its capabilities and reasonably practicable. Completed services will be billed on a time and materials basis (including travel). Customer will be provided a quote to add the serviced devices (subject to certain exceptions) to Covered Equipment. If the quote is accepted by Customer, certain discounts to the time and materials charges may be granted. If the quote is not accepted by the Customer, the customer will be responsible for the time and materials charges as noted. All Service First services are conditioned on email approval from a qualified approver. All limitations and restrictions contained in this Service Description and the General Terms and Conditions for Purchase of Services shall apply.

### What You Can Expect; Support Levels

Hardware Maintenance Services are support services and service coordination for the hardware maintenance and/or repair of Covered Equipment to an operational state as described in this Service Description and include the parts, labor and expertise required to maintain such equipment

for the Term, as more fully set forth in this Service Description. In the event a Hardware Maintenance Service incident requires firmware support services, PPT will provide the part or parts at the necessary firmware level when allowed by customer's entitlement to bring an asset back to its pre-failure state. Maintenance parts may be new or refurbished to perform as new. Customer's contracted level of support for Hardware Maintenance Services is set forth on the Order Schedule. Support levels include:

1. Coverage Window - Days (first numeral). This is the days of service coverage per week. "5" means Hardware Maintenance Services are provided based on a 5-day week consisting of Monday to Friday (for example, 5x24x4). "7" means Hardware Maintenance Services are delivered seven days per week (for example, 7x24x4).
2. Coverage Window – Hours (second numeral). This is the hours-of-service coverage per covered day. "24" means Hardware Maintenance Services are delivered 24-hours per day (for example, 7x24x4). "12" or "9" means Hardware Maintenance Services are delivered for that number of hours per day on a standard work-day schedule.
3. Response Time (third numeral). This is the number of hours within which PPT will respond to the incident ticket. For example, "4" means a 4-hour response time (for example, 7x24x4). Response time begins when (a) the initial call for service or incident report has been received and acknowledged by the PPT Solutions Center and (b) PPT has completed triage and confirmed that the incident is for Covered Equipment and Services included on the Order Schedule (versus an external issue such as software). Customer may choose a response time outside of (slower than) the contracted response time based on its business needs.
4. Predictive Failures; ParkView Automated Support. ParkView Automated Support, if purchased by Customer for Covered Equipment, may open an incident ticket for Customer for a "predictive failure", meaning that the equipment failure has not yet occurred but is anticipated. In the event of a predictive failure incident ticket, the stated response time does not apply and instead PPT will contact Customer to schedule a mutually agreeable time to resolve the predictive incident. In the event of an actual failure, PPT will respond within the contracted response time set forth in the Order Schedule.

#### How to Report an Incident

Service delivery support can be accessed via the PPT Central Park portal as follows:

<https://centralpark.parkplacetechnologies.com/login>

Customer also may contact the Park Place Global Solutions Centers 24 hours a day, 7 days a week, 365 days a year for the purposes of:

- Opening of a support incident
- Requesting an update on an existing incident
- Providing an update on an existing incident
- Call status reports

The PPT Global Solutions Centers can be reached as follows:

Global Solutions Centers:

<https://www.parkplacetechnologies.com/contact-us/>

### On-Boarding

Customer is required to provide PPT with the serial numbers for all Covered Equipment if not already made available to PPT. Lack of serial numbers may impact PPT's ability to timely respond to a request for Services.

An Onsite and/or Virtual Audit may be held as part of the on-boarding process to discuss service delivery, discover any possible problems/risks, identify any pre-existing conditions, and formulate an appropriate plan. This audit, if required, will be scheduled at a date and time mutually agreed between PPT and customer.

Hardware Maintenance Services may require a ramp-up period at the initial stage of coverage for PPT to stock required spare parts at the local facility. The ramp-up period is: up to 30 days for Covered Equipment located in the US, Canada or United Kingdom and 45 days for Covered Equipment located in all other locations (subject to this period being extended in certain jurisdictions due to local governmental regulations concerning parts shipment beyond PPT's control). Incident response during the ramp up period will be on an "all reasonable efforts" basis. The ramp up period presumes final equipment configurations are provided by customer together with the Order Schedule. If not, the commencement of the ramp up period will be when the final configurations are received.

### Escalation Procedure

PPT's escalation procedure is available for review on the PPT Central Park portal noted below. Questions may be directed to the PPT Global Support Centers.

<https://centralpark.parkplacetechnologies.com/login>

### Requirements for Services; Service Limitations

- *General.* Covered Equipment must be in good working condition and meet the manufacturers' minimum equipment configuration requirements and specifications at the commencement date of Hardware Maintenance Services. Maintenance service requirements that exist prior to the commencement of services are excluded from the Hardware Maintenance Services unless otherwise specifically provided in the Order Schedule. Costs associated with correcting deficiencies to the aforementioned requirements are the responsibility of Customer.

All Hardware Maintenance Services are dependent upon hardware availability consistent with legal requirements and on commercially reasonable terms.

Without limiting the foregoing, the following are not included in Hardware Maintenance Services: installation, de-installation, reinstallation or moving equipment; adding, changing, removing features or options, or making functional changes to equipment; providing consumable or operating supplies or materials, including but not limited to print heads, shuttle assemblies, cables, batteries (other than mother board, system board, and cache batteries, which are included), media, toner or ink cartridges; repair of equipment damage including, without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, water, other environmental factors, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or caused by maintenance services or modifications, alterations or additions of items not provided by PPT to equipment; maintenance or repair needs caused by misuse, abuse or neglect, or other loss or damage

from causes external to the equipment; reconditioning or factory refurbishment of equipment when normal repair and parts replacement cannot keep the equipment in satisfactory operating condition as determined by PPT; software or firmware service (including upgrades and patches) or any repair of any equipment failure caused by inappropriate software or firmware programming, system software or application software support; system engineering services, programming, and operating procedures; and maintenance or other services on equipment other than Covered Equipment. Excluded services noted above may be performed by PPT under a separate Order Schedule or on a per call basis for out-of-scope services as noted above.

- **SSD.** As a condition to quoting Hardware Maintenance Services, Customer is required to inform PPT of all solid state (SSD) and/or self-encrypting (SED) drives utilized in the configuration. PPT reserves the right to exclude SSD/SED drives from maintenance coverage unless they are identified prior to quoting. For any SSD and/or SED drives that fail because of end of use life, PPT reserves the right to separately charge customer for the equipment/materials expense related to the replacement.
- **GPU.** As a condition to quoting Hardware Maintenance Services, Customer is required to inform PPT of all graphics processing units (GPUs) utilized in the configuration. PPT reserves the right to exclude the GPUs from maintenance coverage unless they are identified prior to quote. For any GPUs that have failed that were not previously disclosed when put on contract, PPT reserves the right to separately charge customer for the equipment/materials expense related to the replacement.
- **Spares Management.** Spares management services for Customer-owned parts is not part of standard Hardware Maintenance Services. Customer separately at an additional charge may engage PPT to provide spares management services for Customer-owned parts. Such spares management services will be subject to the following additional terms: (a) Customer retains all risk of loss, damage, theft or destruction of all Customer-owned parts, absent PPT's gross negligence or willful misconduct; and (b) Customer will maintain, at its own expense, comprehensive insurance coverage for all Customer-owned parts, including coverage for loss, theft, damage, or destruction, in amounts sufficient to replace or repair the parts at their full replacement value. Upon reasonable request by PPT, Customer will provide a certificate of insurance verifying such coverage.
- **Liquid Cooling.** For the avoidance of doubt, this Service Description applies to maintenance services on Covered Equipment involving liquid cooling solutions (including direct-to-chip and immersion cooling) ("Liquid Cooling Services"), unless the Customer and Park Place have entered into a separate agreement relating to the maintenance services. Any modifications or customizations made by Park Place to Covered Equipment (i.e., the cool plate) to facilitate the provision of Liquid Cooling Services shall be subject to the terms and conditions of the applicable statement of work between the Customer and Park Place.
- **Other.** Certain product specific service limitations may also apply. See Product Limitations available at <https://www.parkplacetechnologies.com/contracts/> for a complete listing of these limitations.

### Customer Responsibilities

Customer will maintain accurate and current logs and records concerning the operation of Covered Equipment.

Services requested by Customer and provided outside the scope of the Order Schedule will be billed at PPT's per call rates and terms then in effect. Without limitation, return to service support Services required as a result of unplanned or unscheduled power or connectivity outages are outside the scope of the Services and will be billed at per call rates and terms as described above. Customer is responsible for the security, backup, and reinstallation of its data at all times. PPT accepts no liability for loss of software or data due to hardware failure.

Customer must provide PPT on-site personnel with the necessary workspace and unobstructed access to the equipment to be serviced. Customer also is required to identify and maintain a technical contact to whom PPT may direct general technical information and inquiries.

Customer is responsible for identifying all replaced parts containing proprietary or personal data. Replaced parts containing proprietary or personal data will remain customer's property; all other failed parts will become Park Place property upon exchange