

SERVICE DESCRIPTION: HARDWARE MAINTENANCE SERVICES

Included in this Service Description:

- *Parts, Tech and/or Labor (including Return to Service, Immersion and Consignment)*
- *First Call*
- *On-Site Spares*

General

Park Place Technologies ("PPT") will provide support services and service coordination for the hardware maintenance and/or repair of the Customer equipment as contracted by the Customer, and for the equipment identified, on the Order Schedule and as more fully set forth in this Service Description ("Hardware Maintenance Services"). The Customer equipment identified for such services on the Order Schedule is referred to herein as the "Covered Equipment".

What is "Parts, Tech¹ and/or Labor" Hardware Maintenance Services?

If your Order Schedule references:

- **"Parts, Tech and Labor"**, this means PPT will provide parts, on-site personnel and technical support. If your Order Schedule refers to **"Return to Service Parts, Tech & Labor"**, this means Parts, Tech and Labor support but with a return to service or resolution SLA as described below. If your Order Schedule refers to **"Immersion Parts, Tech & Labor"**, this means Parts, Tech and Labor for liquid cooled Covered Equipment². If your Order Schedule refers to **"Consignment Labor & Tech"**, this means PPT is holding spares owned by you on consignment and that the services provided will consist of on-site personnel and technical support for Covered Equipment using the consignment parts³.
- **"Parts & Tech"**, this means PPT will provide parts and technical support but that you as the customer are responsible for making available the personnel on-site necessary to complete the work;
- **"Labor & Tech"**, this means that you as the customer will make parts available and that PPT will be responsible for providing on-site personnel and the technical support;

¹ Network Tech Support is subject to differentiated and additional terms, as set forth in Appendix A to this Service Description

² Modifications or customizations made by Park Place to Covered Equipment (i.e., the cool plate) to facilitate the provision of liquid cooling Maintenance Services will be subject to the terms and conditions of the applicable statement of work between the Customer and PPT. See also "Requirements for Services; Service Limitations".

³ Consigned parts are subject to standard consignment terms, as set forth in this Service Description under "Requirements for Services; Service Limitations".

- **“Labor Only”**, this means that PPT will provide the on-site personnel and that you as customer will make parts available and have access to the necessary technical support, often under an OEM support contract;
- **“Tech Only”**, this means that PPT will make available technical support services but that you as customer will be responsible for providing parts and the on-site personnel;
- **“Parts Only”**, this means that PPT will make available the parts necessary for the Hardware Maintenance Services but that you as customer will be responsible for on-site personnel and technical support;

in each case to return Covered Equipment to an operational state (subject to the Customer’s timely and sufficient completion of its role with respect to Parts & Tech, Labor & Tech, Labor Only, Tech Only and Parts Only Maintenance Services).

Note that Network Tech Support is subject to differentiated and additional terms, as set forth in Appendix A to this Service Description.

What is “First Call” Hardware Maintenance Services?

If your Order Schedule references “First Call” Hardware Maintenance Services, this means that, during an OEM maintenance warranty period for server or networking equipment, PPT will contact the OEM, gather necessary data concerning the service event, and facilitate on your behalf the opening of an incident ticket with the OEM. First Call services require that you have deployed ParkView Automated Support, which monitors the applicable server or networking Covered Equipment and proactively notifies PPT of incidents requiring support services.

What is “On-Site Spares” Hardware Maintenance Services?

If your Order Schedule references “On Site Spares”, this means that PPT will make available spares to support Covered Equipment in a secure location at the Customer’s site. Unless utilized for a service event, PPT retains ownership of all on site spares and will maintain insurance coverage on the same. Access to on site spares is limited to PPT personnel or, solely with permission from PPT, Customer personnel, in either case solely for deployment in the Customer’s environment for use with Covered Equipment. At contract expiration, absent renewal, you as the customer will make all remaining on site spares available to PPT for retrieval.

Additional Features included with Parts, Tech and/or Labor Maintenance Services

- First Time Fix Guarantee™ . The First Time Fix Guarantee applies to Covered Equipment under Parts, Tech and Labor service contracts and only if the Customer has also enrolled in and deployed ParkView Automated Support with respect to the applicable Covered Equipment. 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. 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 for a Parts, Tech and/or Labor Contract

- SLAs (other than Labor Only and Return to Service Parts, Tech and Labor). Customer's contracted level of support for Hardware Maintenance Services is set forth on the Order Schedule. The level of support will be presented as follows:
 - 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).
 - 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.
 - Response Time (third numeral). This is the number of hours within which PPT will respond to the incident ticket, meaning that PPT will acknowledge the incident and commence work. For example, if a Parts, Tech & Labor service contract, PPT will endeavor to have personnel on site with anticipated replacement parts within the stated response time. For example, "4" means a 4-hour response time (for example, 7x24x4). The response time may also read ND or NBD (next day or next business day), NBD 2 or 3 (the business day 2 or 3 days out) or SBS or NBS (same or next day shipping). 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.
- SLA for Labor Only. Labor Only service contracts are next business day (NBD) or longer if specified.

- SLA for Return to Service Parts, Tech & Labor. This is similar to the SLAs noted above but with a commitment to incident resolution (aka return to service) within the stated Response Time.
- 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.
- Firmware Levels. 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.

How to Report an Incident

Incident Reporting. 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.

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 that include Parts 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 and other peripherals; 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; licenses and software, application or firmware services (including replacement, transfer, 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. Out-of-scope services rendered will be charged to Customer on a time and

materials basis. 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. SSD/SED drives will be excluded from maintenance coverage unless they are identified prior to quoting or otherwise agreed by PPT in writing. For any SSD and/or SED drives that fail because of end of use life, PPT will separately charge customer for the equipment/materials expense related to the replacement.
- GPU. As a condition to quoting Hardware Maintenance Services, Customer is responsible for identifying and providing an accurate inventory of all GPUs, including the manufacturer, model, and quantity, to be included under Maintenance Services. Park Place Technologies is not responsible for providing support for any GPUs that were not disclosed and included in the final quoted asset list. If PPT replaces failed GPUs that were not disclosed at the time of the contract, PPT will separately charge customer for the equipment/materials expense related to the replacement.
- Immersion Parts, Tech and Labor; Liquid Cooling Solutions. PPT offers Maintenance Services on Covered Equipment involving liquid cooling solutions (including direct-to-chip and immersion cooling) ("Liquid Cooling Services"). Customer is required to inform PPT if Covered Equipment is liquid cooled at the time of quoting; failure to do so may result in an upward price adjustment. Any modifications or customizations made by PPT 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. Customer is informed that modifications to Covered Equipment to accommodate liquid cooling solutions may invalidate OEM warranties.
- Consignment Parts. For consignments, the Customer retains title to the parts, risk of loss, and the obligation to maintain insurance on the consigned parts. PPT is responsible for exercising commercially reasonable care in the receipt, handling, storage and transport of the consigned parts. At the expiration of the service contract, unused consigned parts will be returned to the Customer.
- 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 required to maintain complete backup of all systems for Covered Equipment (including operating systems, software, applications and data) and is responsible for all licensing, certificates, user credentials, encryption keys, security, backup, and reinstallation of its software, applications and data at all times. PPT accepts no liability for loss of software, applications 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.

Additional Maintenance Service Offerings: ParkView Automated Support, ParkView Performance Insights, ParkView Asset Intelligence and Software Technical Support.

Hardware Maintenance Customers may enroll in ParkView Automated Support, ParkView Performance Insights, ParkView Asset Intelligence 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, ParkView Asset Intelligence and Software Technical Support located at www.parkplacetechnologies.com/contracts/.*

APPENDIX A – NETWORK TECHNICAL SUPPORT ADDENDUM

(Level 3 (L3) Technical Support Included with Network Hardware Maintenance Services)

Network Service Delivery - Park Place has four (4) common SLAs utilized for networking support that closely align to the most common SLAs utilized by the OEMs. Additional SLAs are also available. SLAs include hardware replacement as indicated by SLA. All SLAs include 7x24x365 Level 3 (L3) Technical Assistance Center (TAC) support. Park Place escalation is directly to tier 3 and 4 engineers.

SLAs

SLA	TECHNICAL SUPPORT	HARDWARE REPLACEMENT	ONSITE LABOR
7x24xNBD NL	7x24	Next Business Day	No
7x24x4 NL	7x24	Same Day (4HR)	No
7x24xNBD	7x24	Next Business Day	Yes
7x24x4	7x24	Same Day (4HR)	Yes

L3 Technical Assistance Center (TAC) Support

Support Component	Park Place Obligation
Software Customer Can Obtain – Must be available via warranty, PSIRT (Cisco's Product Security Incident Response Team) policy or other documented OEM method and customer must be entitled end user of equipment.	Yes – On a device basis and using customer credentials, PPT will assist on bug scrubs, assisting with software maintenance version downloads, or vulnerability patch downloads.
Hardware Failure – Component (line card, uplink module, SUP card, etc.), FRU, or device failure.	Yes – This is core to our delivery capabilities. Sparing will be complete for network contracts and failed components, FRUs, and devices replaced per the SLA of the device.
Existing Configuration and Troubleshooting – Hardware / Software (Operating System)	Yes – This covers any "How-To" and configuration issues a customer is having that is impacting production environment. This also covers any network down status to bring the device up to a working condition that adheres to current/existing configuration settings.
New Install / New Device	No – PPT will refer as T&M / professional services engagement.
Software Only Available With OEM Contract	No – If device is not under OEM support, we can't violate OEM policies governing protection of software updates or bug fixes. Customer will need OEM contract for in-life devices where that is only way to acquire updates.

ACTIVITIES OUT OF SCOPE

- Project work, including but not limited to planning associated with new network equipment, and services and application installations, moves and migrations.
- Patch Management and Update Scheduling/ Coordination

CUSTOMER RESPONSIBILITIES

- During the servicing of an incident, the Customer is responsible for providing remote view-sharing access to Park Place upon request. Network L3 TPM support is remote support.
- Customer is responsible for ensuring that an appropriate network engineer or knowledgeable resource is available to work with the Park Place L3 Technical Support team.
- The Customer must be able to assist with issue determination and resolution activities, including, but not limited to, providing logs, configurations, providing remote access and being available as indicated in the Incident Severity Guidelines section of this document.
- Provide reasonable access to the Product through the Internet or via modem to establish communications between Customer and Park Place's L3 resources.
- Provide an appropriate work environment and reasonable access, working space for Park Place Field Engineer (FE) near the equipment's location.
- Back-up configurations on a regularly scheduled basis and provide those configurations to Park Place FE's with respect to Hardware Maintenance.

SLA INITIAL RESPONSE TIMES

The table below represents Park Place Technologies Severity Guidelines. When you open an incident with us, please select one of the following severity levels. You may change the severity of an incident with us at any time. For severity one (1) incidents Park Place recommends you open these via telephone.

Severity Level	Business Impact	Severity Level Description	Initial Response Time
Severity 1	Complete or near-complete loss of functionality, leading to a halt in business operations.	The issue prevents the use of a critical system or service, affecting the entire organization or a significant portion of it.	30 minutes
Severity 2	Partial loss of functionality, but some operations can continue. The issue may cause severe inconvenience or inefficiency.	The issue affects an important system or service, causing significant performance degradation or limited functionality. It impacts many users or a critical business process.	4 hours
Severity 3	Minor inconvenience, limited impact on operations. The system, service or feature is usable.	The issue affects a non-critical system or service or a small number of users, causing partial disruption or inconvenience. It may impact productivity or efficiency but does not halt business operations.	8 hours
Severity 4	Minimal impact, no data loss, negligible impact on operations. Inquiry or nontechnical request	How-to questions, clarification of documentation, or onboarding/ monitoring inquiries. Requests having no material effect on a customer's environment.	12 hours

SLA Response Time: This is the time within which PPT will respond to the incident ticket. For example, “4” means a 4-hour response time. Response time begins when (a) the initial call for service has been received and acknowledged by the PPT Solutions Support Center and (b) PPT has completed the initial review and confirmed that the request relates to Covered Systems included on the Order Schedule and (c) PPT has assigned a technical engineer to begin triage on the reported issue. Customer may choose a response time outside of (slower than) the contracted response time based on its business needs.

APPENDIX B – CONSIGNMENT TERMS